



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

Bid Receiving/Réception des soumissions

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca & Laurent.Hotte@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: - Commentaires :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

Title – Sujet Placing, Lifting/Removal, Maintaining and the Servicing of Buoys on the Southern Lakes - Yukon Territory		Date April 23, 2021
Solicitation No. – N° de l'invitation 30000098		
Client Reference No. - No. de référence du client 30000098		
Solicitation Closes – L'invitation prend fin At / à : 2:00 PM, Eastern Daylight Time (EDT) On / le : May 11, 2021		
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 Larry Hotte Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca & Laurent.Hotte@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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 SECURITY REQUIREMENTS 4

1.2 STATEMENT OF WORK..... 4

1.3 DEBRIEFINGS 4

1.4 TRADE AGREEMENTS 4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 5

2.2 SUBMISSION OF BIDS..... 5

2.3 FORMER PUBLIC SERVANT..... 5

2.4 ENQUIRIES - BID SOLICITATION..... 7

2.5 APPLICABLE LAWS..... 7

PART 3 - BID PREPARATION INSTRUCTIONS..... 8

3.1 BID PREPARATION INSTRUCTIONS 8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 9

4.1 EVALUATION PROCEDURES..... 9

4.2 BASIS OF SELECTION..... 10

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 11

5.1 CERTIFICATIONS REQUIRED WITH THE BID 11

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 11

PART 6 - RESULTING CONTRACT CLAUSES 13

6.1 SECURITY REQUIREMENTS 13

6.2 STATEMENT OF WORK..... 13

6.3 STANDARD CLAUSES AND CONDITIONS..... 13

6.4 TERM OF CONTRACT 14

6.5 AUTHORITIES 14

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS (*IF REQUIRED*) 15

6.7 PAYMENT 15

6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION..... 16

6.9 APPLICABLE LAWS..... 16

6.10 PRIORITY OF DOCUMENTS 16

ANNEX «A » - STATEMENT OF WORK 19

ATTACHMENT 1 TO ANNEX A 24

BUOY MAINTENANCE – LOCATION AND TECHNICAL DATA 24

(SEE ATTACHED) 24

ATTACHMENT 2 TO ANNEX A 25

BEACON MAINTENANCE – LOCATION AND TECHNICAL DATA 25

(SEE ATTACHED) 25

ANNEX «B » - BASIS OF PAYMENT 26

ANNEX “C” – ADDITIONAL VESSEL CONDITIONS 41



**ANNEX “D” – GUIDELINES FOR THE SAFE DEPLOYMENT AND RETRIEVAL OF FLOATING
AIDS TO NAVIGATION 43**



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.

1.4 Trade Agreements

This requirement is not subject to the provisions of any trade agreements.



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](#) (2020-05-28) 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: 90 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 five (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 territory of Yukon.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one soft copy in PDF format)

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

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 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

No.	Mandatory Requirement	Criteria Met (✓)	Proposal Cross-reference Page
M1	The Bidder MUST provide, with their bid submission, a copy of their Pleasure Craft Operator Card as per the Competency of Operators of Pleasure Craft Regulations issued by Transport Canada.		
M2	The Bidder MUST provide, with their bid submission, i) a copy of their valid Transport Canada Inspection Certificate: For a Vessel Exceeding 15 Tons Gross Tonnage But Not Exceeding 150 Gross Tonnage Plying As A Non-Passenger Vessel clearly indicating Workboat as vessel type OR ii) a copy of a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons.		
M3	The Bidder MUST demonstrate experience navigating on the Yukon lakes system in the last twenty four months (2 years) from the date of bid closing.		
M4	The Bidder MUST provide, with their bid submission, a certification that they have a fully functioning GPS and depth sounder on their proposed vessel.		

4.1.1.2 Financial Evaluation

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



4.2 Basis of Selection

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor 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 during the period of the Contract.



The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

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

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

2029 (2020-05-28), General Conditions – Goods or Services (Low Dollar Value) apply to and form part of the Contract.

6.3.2 Subsection 06 of 2029 (2020-05-28)), Goods or Services (Low Dollar Value) – Invoice submission, is amended as follows:

Delete: 2029 06 (2020-05-28) Invoice submission

Insert: Invoice submission

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca. with a copy to **TBD**. 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 May 19, 2021 to March 31, 2022, 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:

Larry Hotte
Procurement Specialist (Consultant)
Procurement and Material Services
Fisheries and Oceans Canada
200 Kent Street



Ottawa, Ontario K1A 0E6

E-mail address: Laurent.Hotte@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 *(if required)*

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 – Multiple Payments

Canada will pay the Contractor upon completion of the work described in Annex A Statement of Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa - Acquisition Card;
- b. Direct Deposit (Domestic and International);

6.8 Certifications and Additional Information

6.8.1 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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the territory of Yukon.

6.10 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 2029 (2020-05-28) - General Conditions – Goods or Services (Low Dollar Value);



- (c) Annex A, Statement of Work;
- (d) Attachment 1 to Annex A – Buoy Maintenance Location and Technical Data;
- (e) Attachment 2 to Annex A – Beacon Maintenance Location and Technical Data;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Additional Vessel conditions
- (h) Annex D, Guidelines for the safe deployment and retrieval of floating aids to navigation
- (i) 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).*)

6.11 Insurance – Specific Requirements

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

6.11.1 Marine liability insurance - G5003C (2018-06-21)

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 Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.



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- 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.
 - e. 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.
 - f. 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.

6.12 SACC Manual Clauses - [A9141C](#) (2008-05-12) Vessel Condition

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the Canada Shipping Act S.C. 2001, c.26: <https://laws-lois.justice.gc.ca/eng/acts/c-10.15/>



ANNEX «A » - STATEMENT OF WORK

1. TITLE

Placing, Lifting/Removal, Maintaining and the Servicing of Buoys on the Southern Lakes - Yukon Territory

2. BACKGROUND

2.1 Fisheries and Oceans Canada (DFO), Canadian Coast Guard (CCG) maintains a Seasonal Aids to Navigation System, consisting of forty (40) unlighted buoys and six (6) unlighted beacons, on the Southern Lakes in Yukon Territory and British Columbia. The buoys are deployed in May right after the ice recedes and are checked for correct position once a month until they are recovered and stored in October, shortly before freeze up. The beacons are left in place all year and are checked for correct operation once a month during the navigation season. In addition to these planned monthly checks; repairs and repositioning are done as required.

3. OBJECTIVES OF THE REQUIREMENT

3.1 The (CCG), Aids to Navigation 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/beacons as per Attachment 1 – Buoy Maintenance – Location and Technical Data and Attachment 2 – Beacon Maintenance – Location and Technical Data.

4.2 General Description of the Work:

- Place buoys on position in accordance with navigational season
- Maintain position and operation of both buoys and beacons
- Lift/remove/change buoys as required
- Repair and reposition buoys as required

5. TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

5.1 Within seven (7) days of contract award, the Contractor must inspect the aids to navigation equipment listed in Attachment 1 and Attachment two (2) and report any discrepancies/defects to the Project Authority. The cost of replacing/repairing buoys or beacons to normal operation at this time will be borne by the DFO CCG.

5.2 At the beginning of each navigation season or as directed by the Project Authority, the Contractor must place the buoys on the position indicated in Attachment 1 and then following the herein described buoy positioning method of sighting the obstruction (see article 6) to be marked. The Contractor must also conduct an initial inspection, within seven(7) days of contract award, of the beacons listed in Attachment 1 to ensure they are functioning properly. The cost of restoring/repairing fixed aids to normal operation at this time will be borne by the DFO CCG.

5.3 Work Specifications for Buoys

5.3.1 A “maintained buoy” is a buoy for which the Contractor:



- Checks the position and operation
- Places/removes on/from station and repositions as required during the navigational season
- Carries out maintenance

5.3.2 The Contractor must inspect all buoys monthly or especially following periods of bad weather, ice conditions etc. If the Contractor has reason to believe the buoys/beacons may have been adversely affected, he must determine that they are in their correct positions and that the reflective tape and numbers are functioning properly.

5.3.3 Following any on-water work on a buoy (commissioned, decommissioned, replaced, moved, inspected etc.) the Contractor must complete a Buoy Service Report (BSR) through SIPA mobile (AtoN database) for each buoy at each visit.

5.3.4 Should any buoys be out of position, not functioning properly in need of repairs, the Contractor must immediately contact the Project Authority.

5.3.5 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 Project Authority.

5.3.6 If a buoy is out-of-position and cannot be repositioned within 24 hours due to sea or weather conditions, the Contractor must immediately notify the Project Authority. He/she must again notify the Project Authority when he/she has repositioned the buoy.

5.3.7 The following types of work are fair and reasonable indications of the maintenance and repairs that must be carried out by the Contractor. 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.

1. Repair of worn or broken moorings
2. Retightening or replacement of loose or missing fasteners
3. Replacement of worn or torn reflective tape, letters and numbers
4. Verify buoy colour is not obscured by dirt, debris or guano and clean buoy as required

5.3.8 At the end of the navigation season or as directed by the Project Authority the Contractor must lift the buoys complete with their moorings and deliver them to a Contractor provided suitable storage area. The Contractor must immediately notify the Project Authority when the buoys are lifted at the end of the season.

6. BUOY POSITIONING METHOD

6.1 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.

6.2 Buoy positions must be checked using the methods provided in Attachment 1

7. WORK SPECIFICATIONS FOR FIXED AIDS (BEACONS)

7.1 Following each inspection, a "Beacon Service Report (BSR)" must be submitted for each beacon through SIPA mobile which is provided as a program on the CCG provided computer..

7.2 The Contractor must inspect each of the fixed aids covered by the contract monthly or more often as required to determine that it is functioning properly and that the characteristics displayed agree with



those described in Attachment 2.

7.3 In the event of a fixed aid outage, the Contractor must immediately restore it to operation. If the Contractor is unable to restore the aid to operation with the tools and spares on hand, he/she must immediately notify the Project Authority, of the outage and of the cause of the outage, if it is known.

7.4 In the event of an outage which is temporarily inaccessible, due to sea or weather conditions, the Contractor must immediately notify the Project Authority by e-mail or telephone of the outage. He/she must again notify the Project Authority when the repair to the fixed aid is completed.

7.5 The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor on the fixed aids which are considered as normal under this contract. 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 work which the Contractor is expected to perform.

1. Replacement of loose boards
2. Re-driving of loose nails and screws
3. Re-tightening or replacement of loose fasteners
4. Replacement of daymarks when faded, damaged or worn

The Contractor must report to the Project Authority any repair work which he/she considers to be outside the scope of this contract. If the Project Authority agrees with the Contractor's assessment DFO/CCG will pay for the repair or replacement of the fixed aid.

8. REPORTING REQUIREMENTS

Following any on-water work on a buoy or beacon (commissioned, decommissioned, monthly inspection, replaced, moved, inspected etc.) the Contractor must complete a Buoy/Beacon Service Report (BSR) through SIPA mobile (AtoN database) on the CCG supplied computer for each buoy and beacon at each visit. Buoy positions must be verified using the information provided on the Buoy Data Card in SIPA.

9. CHANGE MANAGEMENT PROCEDURES

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 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 before the work commences. 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.

10. DFO, CCG OBLIGATIONS

10.1 Equipment

10.1.1 CCG shall supply to the Contractor, for the duration of this contract any tools which in the view of the Project Authority, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

10.1.2 The Project Authority 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.

10.1.3 The Project Authority will provide a computer and the SIPA mobile software and training at the Contractor's place of business, at a date and time agreed upon by both parties and before the navigation season begins.



10.1.4 The following are parts and components that are to be supplied to the Contractor by the CCG as part of this requirement.

1. Plastic buoys (SB40 and SB75)
2. Mooring anchors (grapnel/rockbolt)
3. Mooring chain
4. Swivels, crosby shackles
5. Buoy identification letters and numbers
6. Reflective tape for buoys
7. (Counterweights: cast-iron (where required))

10.1.5 The delivery of equipment which the CCG undertakes to supply to the Contractor shall 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 shall remain the property of CCG and must be returned to CCG at the end of the contract period.

11. INSPECTION

11.1 The Project Authority 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.

12. CONTRACTOR'S OBLIGATIONS

12.1 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: All costs associated with obtaining or maintaining certification during the contract period is the responsibility of the Contractor.

12.2 The Contractor must notify the Project Authority immediately should there be any change to the crew or vessel during the contracting period, (name and information originally submitted by the bidder).

12.3 The Contractor must be familiar with navigating the waterways containing the aids to navigation.

12.4 Following contract award, at the end of each contract period during the term of this Contract or at the end of the season of navigation in each such year, the Contractor must inspect all aids to navigation and equipment listed in Attachment 1 and 2. If any of the marine aids to navigation are missing, in poor condition or unfit for service, the Contractor must immediately notify the Project Authority. Failing to provide such notice, the Contractor must replace any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Project Authority.

12.5 In the event of loss or damage to the aids to navigation through negligence on the part of the Contractor, the Contractor must repair or replace the affected aids to navigation. All associated costs will be at the expense of the Contractor and to the satisfaction of the Project Authority.

12.6 The Contractor must return, in good condition, to CCG and as directed by the Project Authority 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. All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by CCG shall be



the responsibility of the Contractor and used solely in connection with the Services required by this Contract.

12.7 The Contractor must provide all labour, tools and equipment required to perform the work described in this Statement of Work.

12.8 The Contractor must at all times keep a sufficient inventory of spares to ensure his/her ability to service the aids to navigation and must inform the Project Authority of any need for additional spares in order to maintain this inventory.

12.9 The Contractor must not assign or sub-contract any part of the service to be performed.

12.10 The Contractor must inform the Project Authority if he/she recommends any changes to the number and configuration of aids to navigation based on his/her local knowledge of the changing conditions in the area.

12.11 Any changes in the inventory levels of the buoys (increase or decrease) will result in a written amendment to the contract to reflect the change in inventory.

12.12 The Contractor must provide a suitable motor boat to perform the work specified in this contract as required by the "Small Vessel Regulations", pursuant to the Canada Shipping Act, 2001.

13. HANDLING/LIFTING CAPACITY

13.1 The Contractor must have the capabilities to place and lift/remove the range of buoy and weights up to 90 kg. Lifting Capacity is determined by Transport Canada.

14. STORAGE FACILITIES

14.1 The Contractor must provide storage facilities, acceptable to the Project Authority, for the equipment provided by DFO, such storage being secure and providing shelter to those items which must be stored indoors and for the aids to navigation not in use.

14.2 In the event of a contract being awarded to another party at the expiration, non-completion or cancellation of this Contract, the Contractor must accord the new Contractor free access for inspecting and removing the aids to navigation, and free access to the aids to navigation for inspection purposes.

14.3 The Contractor must maintain its storage facilities for the aids to navigation in a clean and orderly condition and must follow all Departmental directives given to him on the proper disposal of non-reusable equipment and materials.

15. LANGUAGE OF WORK

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

16. TRAVEL AND LIVING EXPENSES

16.1 No travel and living expenses incurred by the Contractor in the performance of the services described in this Statement of Work will not be reimbursed by DFO.



ATTACHMENT 1 TO ANNEX A

Buoy Maintenance – Location and Technical Data

(see attached)



ATTACHMENT 2 TO ANNEX A

Beacon Maintenance – Location and Technical Data

(see attached)



ANNEX « B » - BASIS OF PAYMENT

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.

Item A. Initial Contract Period: May 19, 2021 to March 31, 2022

BUOY MAINTENANCE

NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
Low's Rock Buoy	Y6	Tagish River	Plastic SB40 - Weight 11 kg	
Morris Rock Buoy	Y8	Tagish River	Plastic SB40 - Weight 11 kg	
Sidney Rock Buoy	Y10	Tagish River	Plastic SB40 - Weight 11 kg	
Currie's Rock Buoy	Y12	Tagish Lake	Plastic SB75 - Weight 34 kg	
Edgar's Rock Buoy	YA	Tagish Lake	Plastic SB40 - Weight 11 kg	
Tagish Anne Rock Buoy	Y13	Tagish Lake	Plastic SB40 - Weight 11 kg	
Reeder Rock Buoy	YF	Tagish Lake	Plastic SB40 - Weight 11 kg	
George Barrett Rock Buoy	Y15	Tagish Lake	Plastic SB75 - Weight 34 kg	
Reid Rock Buoy	Y17	Tagish Lake	Plastic SB75 - Weight 34 kg	
Dave's Reef Buoy	Y19	Tagish Lake, north of reef	Plastic SB75 - Weight 34 kg	
Simmon's Reef Buoy	Y22	Tagish Lake	Plastic SB40 - Weight 11 kg	
Richard's Reef Buoy	Y23	10 Mile Point	Plastic SB40 - Weight 11 kg	
Upper Richard's Buoy	Y24	Nares Channel	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
J. Nichols Buoy	Y28	Nares Channel	Plastic SB40 - Weight 11 kg	
George Carmacks Buoy	Y30	Nares Channel	Plastic SB40 - Weight 11 kg	
J. Johns Buoy	Y26	Nares Channel	Plastic SB40 - Weight 11 kg	
Skookum Jim Buoy	Y25	Nares Channel	Plastic SB40 - Weight 11 kg	
Willard Rock Buoy	Y27	Nares Channel	Plastic SB40 - Weight 11 kg	
Baker Rock Buoy	Y 20	Tagish Lake	Plastic SB40 - Weight 11 kg	
Wedge Rock Buoy	Y43	Bennet Lake Millhaven Bay	Plastic SB40 - Weight 11 kg	
Doehle's Reef Buoy	Y1	Marsh Lake	Plastic SB75 - Weight 34 kg	
Martha Black Rock Buoy	YE	Tagish Lake	Plastic SB40 - Weight 11 kg	
Mystery Rock	YD	Tagish Lake	Plastic SB40 - Weight 11 kg	
Boat Ramp Buoy	Y16	Tagish Lake	Plastic SB40 - Weight 11 kg	
Ramp Rock Buoy	YC	Tagish Lake	Plastic SB40 - Weight 11 kg	
J. Patterson Buoy	Y2	Marsh Lake	Plastic SB40 - Weight 11 kg	
J. Tizya Buoy	Y3	Marsh Lake	Plastic SB40 - Weight 11 kg	
Tagish Charlie Buoy	Y5	Marsh Lake	Plastic SB75 - Weight 34 kg	
Good Rock Buoy	YB	Tagish Lake	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost <i>(Bidder to Complete)</i>
Smith Rock	Y29	Nares Channel	Plastic SB40 - Weight 11 kg	
Robert Watson Buoy	Y31	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 1	Y32	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 2	Y33	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 3	Y34	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 4	Y35	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 5	Y36	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 6	Y37	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 7	Y38	Nares Channel	Plastic SB40 - Weight 11 kg	

Initial Contract Period Buoy Maintenance Bid Price: *\$(Bidder to complete)*

BEACON MAINTENANCE

NAME	LOCATION	DAYMARK	Firm Annual Cost <i>(Bidder to Complete)</i>
Jame's Reef	Taku Arm	Starboardhand	
Tagish Bridge North Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge North Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Tagish Bridge South Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge South Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	



NAME	LOCATION	DAYMARK	Firm Annual Cost <i>(Bidder to Complete)</i>
Dickson's Pilings	Marsh Lake-mouth of Six Mile River	Starboardhand	

Initial Contract Period Beacon Maintenance Bid Price: *\$(Bidder to complete)*

BID SUMMARY FOR INITIAL CONTRACT PERIOD

Initial Contract Period Buoy Maintenance Bid Price	<i>\$(Bidder to complete)</i>
Initial Contract Period Beacon Maintenance Bid Price	<i>\$(Bidder to complete)</i>
Initial Contract Period – Total Bid Price	<i>\$(Bidder to complete)</i>

Item B: 1st Optional Contract Period: April 01, 2022 to March 31, 2023

BUOY MAINTENANCE

NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost <i>(Bidder to Complete)</i>
Low's Rock Buoy	Y6	Tagish River	Plastic SB40 - Weight 11 kg	
Morris Rock Buoy	Y8	Tagish River	Plastic SB40 - Weight 11 kg	
Sidney Rock Buoy	Y10	Tagish River	Plastic SB40 - Weight 11 kg	
Currie's Rock Buoy	Y12	Tagish Lake	Plastic SB75 - Weight 34 kg	
Edgar's Rock Buoy	YA	Tagish Lake	Plastic SB40 - Weight 11 kg	
Tagish Anne Rock Buoy	Y13	Tagish Lake	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
Reeder Rock Buoy	YF	Tagish Lake	Plastic SB40 - Weight 11 kg	
George Barrett Rock Buoy	Y15	Tagish Lake	Plastic SB75 - Weight 34 kg	
Reid Rock Buoy	Y17	Tagish Lake	Plastic SB75 - Weight 34 kg	
Dave's Reef Buoy	Y19	Tagish Lake, north of reef	Plastic SB75 - Weight 34 kg	
Simmon's Reef Buoy	Y22	Tagish Lake	Plastic SB40 - Weight 11 kg	
Richard's Reef Buoy	Y23	10 Mile Point	Plastic SB40 - Weight 11 kg	
Upper Richard's Buoy	Y24	Nares Channel	Plastic SB40 - Weight 11 kg	
J. Nichols Buoy	Y28	Nares Channel	Plastic SB40 - Weight 11 kg	
George Carmacks Buoy	Y30	Nares Channel	Plastic SB40 - Weight 11 kg	
J. Johns Buoy	Y26	Nares Channel	Plastic SB40 - Weight 11 kg	
Skookum Jim Buoy	Y25	Nares Channel	Plastic SB40 - Weight 11 kg	
Willard Rock Buoy	Y27	Nares Channel	Plastic SB40 - Weight 11 kg	
Baker Rock Buoy	Y 20	Tagish Lake	Plastic SB40 - Weight 11 kg	
Wedge Rock Buoy	Y43	Bennet Lake Millhaven Bay	Plastic SB40 - Weight 11 kg	
Doehle's Reef Buoy	Y1	Marsh Lake	Plastic SB75 - Weight 34 kg	
Martha Black Rock Buoy	YE	Tagish Lake	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
Mystery Rock	YD	Tagish Lake	Plastic SB40 - Weight 11 kg	
Boat Ramp Buoy	Y16	Tagish Lake	Plastic SB40 - Weight 11 kg	
Ramp Rock Buoy	YC	Tagish Lake	Plastic SB40 - Weight 11 kg	
J. Patterson Buoy	Y2	Marsh Lake	Plastic SB40 - Weight 11 kg	
J. Tizya Buoy	Y3	Marsh Lake	Plastic SB40 - Weight 11 kg	
Tagish Charlie Buoy	Y5	Marsh Lake	Plastic SB75 - Weight 34 kg	
Good Rock Buoy	YB	Tagish Lake	Plastic SB40 - Weight 11 kg	
Smith Rock	Y29	Nares Channel	Plastic SB40 - Weight 11 kg	
Robert Watson Buoy	Y31	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 1	Y32	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 2	Y33	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 3	Y34	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 4	Y35	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 5	Y36	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 6	Y37	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 7	Y38	Nares Channel	Plastic SB40 - Weight 11 kg	



1st Optional Contract Period Buoy Maintenance Total Bid Price: *\$(Bidder to complete)*

BEACON MAINTENANCE

NAME	LOCATION	DAYMARK	Firm Annual Cost <i>(Bidder to Complete)</i>
Jame's Reef	Taku Arm	Starboardhand	
Tagish Bridge North Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge North Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Tagish Bridge South Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge South Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Dickson's Pilings	Marsh Lake-mouth of Six Mile River	Starboardhand	

1ST Optional Contract Period Beacon Maintenance Bid Price: *\$(Bidder to complete)*

BID SUMMARY FOR 1ST OPTIONAL CONTRACT PERIOD

1ST Optional Contract Period Buoy Maintenance Bid Price	<i>\$(Bidder to complete)</i>
1st Optional Contract Period Beacon Maintenance Bid Price	<i>\$(Bidder to complete)</i>
1st Optional Contract Period – Total Bid Price	<i>\$(Bidder to complete)</i>



Item C: 2nd Optional Contract Period: April 01, 2023 to March 31, 2024

BUOY MAINTENANCE

NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
Low's Rock Buoy	Y6	Tagish River	Plastic SB40 - Weight 11 kg	
Morris Rock Buoy	Y8	Tagish River	Plastic SB40 - Weight 11 kg	
Sidney Rock Buoy	Y10	Tagish River	Plastic SB40 - Weight 11 kg	
Currie's Rock Buoy	Y12	Tagish Lake	Plastic SB75 - Weight 34 kg	
Edgar's Rock Buoy	YA	Tagish Lake	Plastic SB40 - Weight 11 kg	
Tagish Anne Rock Buoy	Y13	Tagish Lake	Plastic SB40 - Weight 11 kg	
Reeder Rock Buoy	YF	Tagish Lake	Plastic SB40 - Weight 11 kg	
George Barrett Rock Buoy	Y15	Tagish Lake	Plastic SB75 - Weight 34 kg	
Reid Rock Buoy	Y17	Tagish Lake	Plastic SB75 - Weight 34 kg	
Dave's Reef Buoy	Y19	Tagish Lake, north of reef	Plastic SB75 - Weight 34 kg	
Simmon's Reef Buoy	Y22	Tagish Lake	Plastic SB40 - Weight 11 kg	
Richard's Reef Buoy	Y23	10 Mile Point	Plastic SB40 - Weight 11 kg	
Upper Richard's Buoy	Y24	Nares Channel	Plastic SB40 - Weight 11 kg	
J. Nichols Buoy	Y28	Nares Channel	Plastic SB40 - Weight 11 kg	
George Carmacks Buoy	Y30	Nares Channel	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
J. Johns Buoy	Y26	Nares Channel	Plastic SB40 - Weight 11 kg	
Skookum Jim Buoy	Y25	Nares Channel	Plastic SB40 - Weight 11 kg	
Willard Rock Buoy	Y27	Nares Channel	Plastic SB40 - Weight 11 kg	
Baker Rock Buoy	Y 20	Tagish Lake	Plastic SB40 - Weight 11 kg	
Wedge Rock Buoy	Y43	Bennet Lake Millhaven Bay	Plastic SB40 - Weight 11 kg	
Doehle's Reef Buoy	Y1	Marsh Lake	Plastic SB75 - Weight 34 kg	
Martha Black Rock Buoy	YE	Tagish Lake	Plastic SB40 - Weight 11 kg	
Mystery Rock	YD	Tagish Lake	Plastic SB40 - Weight 11 kg	
Boat Ramp Buoy	Y16	Tagish Lake	Plastic SB40 - Weight 11 kg	
Ramp Rock Buoy	YC	Tagish Lake	Plastic SB40 - Weight 11 kg	
J. Patterson Buoy	Y2	Marsh Lake	Plastic SB40 - Weight 11 kg	
J. Tizya Buoy	Y3	Marsh Lake	Plastic SB40 - Weight 11 kg	
Tagish Charlie Buoy	Y5	Marsh Lake	Plastic SB75 - Weight 34 kg	
Good Rock Buoy	YB	Tagish Lake	Plastic SB40 - Weight 11 kg	
Smith Rock	Y29	Nares Channel	Plastic SB40 - Weight 11 kg	
Robert Watson Buoy	Y31	Nares Channel	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost <i>(Bidder to Complete)</i>
Nares River Buoy # 1	Y32	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 2	Y33	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 3	Y34	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 4	Y35	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 5	Y36	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 6	Y37	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 7	Y38	Nares Channel	Plastic SB40 - Weight 11 kg	

2nd Optional Contract Period Buoy Maintenance Bid Price: *\$(Bidder to complete)*

BEACON MAINTENANCE

NAME	LOCATION	DAYMARK	Firm Annual Cost <i>(Bidder to Complete)</i>
Jame's Reef	Taku Arm	Starboardhand	
Tagish Bridge North Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge North Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Tagish Bridge South Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge South Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Dickson's Pilings	Marsh Lake-mouth of Six Mile River	Starboardhand	



2nd Optional Contract Period Beacon Maintenance Bid Price: *\$(Bidder to complete)*

BID SUMMARY FOR 2nd OPTIONAL CONTRACT PERIOD

2ND Optional Contract Period Buoy Maintenance Bid Price	<i>\$(Bidder to complete)</i>
2nd Optional Contract Period Beacon Maintenance Bid Price	<i>\$(Bidder to complete)</i>
2nd Optional Contract Period – Total Bid Price	<i>\$(Bidder to complete)</i>

Item D: 3rd Optional Contract Period: April 01, 2024 to March 31, 2025

BUOY MAINTENANCE

NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost <i>(Bidder to Complete)</i>
Low's Rock Buoy	Y6	Tagish River	Plastic SB40 - Weight 11 kg	
Morris Rock Buoy	Y8	Tagish River	Plastic SB40 - Weight 11 kg	
Sidney Rock Buoy	Y10	Tagish River	Plastic SB40 - Weight 11 kg	
Currie's Rock Buoy	Y12	Tagish Lake	Plastic SB75 - Weight 34 kg	
Edgar's Rock Buoy	YA	Tagish Lake	Plastic SB40 - Weight 11 kg	
Tagish Anne Rock Buoy	Y13	Tagish Lake	Plastic SB40 - Weight 11 kg	
Reeder Rock Buoy	YF	Tagish Lake	Plastic SB40 - Weight 11 kg	
George Barrett Rock Buoy	Y15	Tagish Lake	Plastic SB75 - Weight 34 kg	
Reid Rock Buoy	Y17	Tagish Lake	Plastic SB75 - Weight 34 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost (Bidder to Complete)
Dave's Reef Buoy	Y19	Tagish Lake, north of reef	Plastic SB75 - Weight 34 kg	
Simmon's Reef Buoy	Y22	Tagish Lake	Plastic SB40 - Weight 11 kg	
Richard's Reef Buoy	Y23	10 Mile Point	Plastic SB40 - Weight 11 kg	
Upper Richard's Buoy	Y24	Nares Channel	Plastic SB40 - Weight 11 kg	
J. Nichols Buoy	Y28	Nares Channel	Plastic SB40 - Weight 11 kg	
George Carmacks Buoy	Y30	Nares Channel	Plastic SB40 - Weight 11 kg	
J. Johns Buoy	Y26	Nares Channel	Plastic SB40 - Weight 11 kg	
Skookum Jim Buoy	Y25	Nares Channel	Plastic SB40 - Weight 11 kg	
Willard Rock Buoy	Y27	Nares Channel	Plastic SB40 - Weight 11 kg	
Baker Rock Buoy	Y 20	Tagish Lake	Plastic SB40 - Weight 11 kg	
Wedge Rock Buoy	Y43	Bennet Lake Millhaven Bay	Plastic SB40 - Weight 11 kg	
Doehle's Reef Buoy	Y1	Marsh Lake	Plastic SB75 - Weight 34 kg	
Martha Black Rock Buoy	YE	Tagish Lake	Plastic SB40 - Weight 11 kg	
Mystery Rock	YD	Tagish Lake	Plastic SB40 - Weight 11 kg	
Boat Ramp Buoy	Y16	Tagish Lake	Plastic SB40 - Weight 11 kg	
Ramp Rock Buoy	YC	Tagish Lake	Plastic SB40 - Weight 11 kg	



NAME	DESIGNATOR	LOCATION	BUOY TYPE	Firm Annual Cost <i>(Bidder to Complete)</i>
J. Patterson Buoy	Y2	Marsh Lake	Plastic SB40 - Weight 11 kg	
J. Tizya Buoy	Y3	Marsh Lake	Plastic SB40 - Weight 11 kg	
Tagish Charlie Buoy	Y5	Marsh Lake	Plastic SB75 - Weight 34 kg	
Good Rock Buoy	YB	Tagish Lake	Plastic SB40 - Weight 11 kg	
Smith Rock	Y29	Nares Channel	Plastic SB40 - Weight 11 kg	
Robert Watson Buoy	Y31	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 1	Y32	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 2	Y33	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 3	Y34	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 4	Y35	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 5	Y36	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 6	Y37	Nares Channel	Plastic SB40 - Weight 11 kg	
Nares River Buoy # 7	Y38	Nares Channel	Plastic SB40 - Weight 11 kg	

3rd Optional Contract Period Buoy Maintenance Bid Price: *\$(Bidder to complete)*



BEACON MAINTENANCE

NAME	LOCATION	DAYMARK	Firm Annual Cost <i>\$(Bidder to Complete)</i>
Jame's Reef	Taku Arm	Starboardhand	
Tagish Bridge North Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge North Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Tagish Bridge South Porthand Daybeacon	Six Mile River Bridge	Porthand	
Tagish Bridge South Stbdhand Daybeacon	Six Mile River Bridge	Starboardhand	
Dickson's Pilings	Marsh Lake-mouth of Six Mile River	Starboardhand	

3rd Optional Contract Period Beacon Maintenance Bid Price: *\$(Bidder to complete)*

BID SUMMARY FOR 3rd OPTIONAL CONTRACT PERIOD

3rd Optional Contract Period Buoy Maintenance Bid Price	<i>\$(Bidder to complete)</i>
3rd Optional Contract Period Beacon Maintenance Bid Price	<i>\$(Bidder to complete)</i>
3rd Optional Contract Period – Total Bid Price	<i>\$(Bidder to complete)</i>



BID SUMMARY

CONTRACT PERIOD	TOTAL BID PRICE
Item A. Initial Contract Period	<i>\$(Bidder to complete)</i>
Item B. 1st Optional Contract Period	<i>\$(Bidder to complete)</i>
Item C. 2nd Optional Contract Period	<i>\$(Bidder to complete)</i>
Item D. 3rd Optional Contract Period	<i>\$(Bidder to complete)</i>
TOTAL BID PRICE	<i>\$(Bidder to complete)</i>
Applicable Taxes @ ___ %	<i>\$(Bidder to complete)</i>
TOTAL	<i>\$(Bidder to complete)</i>



ANNEX "C" – 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 “D” – GUIDELINES FOR THE SAFE DEPLOYMENT AND RETRIEVAL OF FLOATING AIDS TO NAVIGATION

1. Contractors are to ensure that vessels used for aids to navigation buoy work are suitable and have the capability of handling aids to navigation in a safe manner.
2. Contractors are to ensure that all equipment utilized in the deployment or retrieval of floating aids to navigation is in safe working condition and operated only by a qualified and experienced individual. Contractors should know the working load limits of equipment utilized in the operation, and the load limits should not be exceeded. At no time shall a load be raised over the heads of individuals.
3. Contractors are to ensure that vessels used for aids to navigation buoy work comply with all acts and regulations, as they pertain to the size of the vessel.
4. Contractors are to ensure that persons performing buoy work are wearing appropriate protective/safety equipment i.e. PFD, safety boots and safety hat, as well as other Personal Protective Equipment (PPE) deemed necessary or required by federal and/or provincial labor codes.
5. Contractors are to ensure that weather and sea conditions are suitable for buoy handling. If weather and sea state are not suitable, contractors should wait for appropriate conditions.
6. Contractors are to assess the on-site conditions prior to deployment or retrieval operations to determine the safest means possible to approach the aid to navigation.
7. Contractors should ensure that moorings, stones and other buoy equipment are outside the vessel and well clear of persons before dropping on position.
8. Contractors are to ensure that all moorings, shackles and stones are visually inspected and are in good order prior to placing on position. Any equipment not in good order is to be reported and new replacements will be issued.
9. Contractors are to ensure that moorings, shackles and chafing equipment are properly fastened to the stone and buoy.
10. Contractors are to know the precise locations of where buoys are to be placed. If unsure, contractors shall wait until the proper positions have been determined.
11. Contractors are to ensure individuals that are involved in deployment of floating aids are familiar with and comply with these guidelines at all times.
12. Contractors are to determine that the floating aid is still on advertised position prior to commencing retrieval operations.
13. Contractors shall safely raise the buoy out of the water using a strap or sling through the lug located on top of the buoy. The strap or sling must be of sufficient strength to safely lift the buoy out of the water. All straps and slings used to lift buoys must have a load bearing strength suitable for the weight of the buoy. All straps and slings must be thoroughly inspected for any defects prior to use. Damaged straps and slings shall not be used to lift buoys.



14. Contractors should take in the existing slack on the mooring and then commence lifting the stone. Individuals should use caution not to step in the bight or mooring as this could possibly slip.
15. Contractors are to use caution that the mooring does not get tangled in the propeller.
16. Contractors should always be aware of their surroundings to ensure that the vessel does not drift on top of the hazard that is being marked by the floating aid.
17. During retrieval operations contractors are to ensure that the mooring stone is not fouled to the bottom.
18. While towing the mooring stone towards the shore contractors should keep to the deep water channel to prevent it from fouling in the bottom.
19. Contractors should have local knowledge of the area, have experience with marine operations, and know the state of water levels, water depth, and strength of current in the area.

These recommendations are not intended as a complete list but as an illustration of the type of precautions that should be taken for the safe deployment of buoys. It is the responsibility of the contractor to identify all potential hazards associated with the deployment of navigational buoys and to ensure strict compliance with all relevant Federal and/or Provincial OH&S legislative requirements. In the event of conflict between the safe deployment guidelines and the applicable legislation, the legislation will always take the precedence.

The hazards identified with retrieval operations of floating aids to navigation are not intended to be a complete list, therefore contractors are to utilize due prudence and display good seamanship. It is the responsibility of the contractor to identify all potential hazards associated with the retrieval of navigational buoys and to ensure strict compliance with all relevant Federal and/or Provincial OH&S legislative requirements. In the event of conflict between the safe retrieval guidelines and the various applicable legislation, the legislation will always take precedence.