



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

Bid Receiving/Réception des soumissions

Email - courriel: DFOTenders-soumissionsMPO@dfo-mpo.gc.ca and stacy.seme@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title – Sujet Placing, lifting / removal, maintaining and the servicing of Buoys in the Province of New Brunswick		Date April 30 , 2021
Solicitation No. – N° de l’invitation FP802-200331		
Client Reference No. - No. de référence du client FP802-200331		
Solicitation Closes – L’invitation prend fin At / à : 2:00 PM, Eastern Daylight Time (EDT) On / le : May 31, 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 Stacy Semé Email – courriel: stacy.seme@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus		Delivery Offered – Livraison proposée
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l’entrepreneur:		
Telephone No. – No. de téléphone		Facsimile No. – No. de télécopieur
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d’imprimerie)		
Signature		Date



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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

1.2 Statement of Work

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement; Canada-Chile Free Trade Agreement; Comprehensive and Progressive Agreement for Trans-Pacific Partnership; Canada-Colombia Free Trade Agreement; Canada-European Union Comprehensive Economic and Trade Agreement (CETA); Canada-Honduras Free Trade Agreement; Canada-Korea Free Trade Agreement; ; Canada Panama Free Trade Agreement; Canada-Peru Free Trade Agreement; Canada-Ukraine Free trade agreement, Canada-UK Trade Continuity agreement and the World Trade Organization Agreement on Government Procurement (WTO-AGP).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2003](#) (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: 120 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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 by or before Bid Close date, a 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 a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons. Fishing vessels cannot be considered, proof that the vessel is a workboat is required.		

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.

Canada reserves the right to award multiple contracts resulting from this RFP. No more than one contract will be issued per location. Contractors could be issued a contract for provision of services for one or multiple locations. Each location will be evaluated individually.



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

6.3.1.1 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of 2010B (2013-03-21), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

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

Insert: Invoice submission

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



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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to June 30, 2023, 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 two (2) 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:

Stacy Semé
Contracting Officer
Fisheries and Oceans Canada
200 Kent Street
Ottawa, Ontario K1A 0E6

E-mail address: stacy.seme@dfo-mpo.gc.ca



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: *(to be provided at the time of contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative - *(to be provided at the time of contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ **(To be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by



Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of price

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 and delivery of units in accordance with the payment provisions of the Contract if:

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

6.7.4 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);
- c. Wire Transfer (international only)

6.8 Invoicing Instructions

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

Each invoice must be supported by:

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

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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



6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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) - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Appendix 1 to Annex B
- (f) Annex C, Additional Vessel conditions
- (g) Annex D, Buoy positioning methods
- (h) Annex E, Conditions for the use of DGPS
- (i) Annex F, List of CCG supplied equipment
- (j) Annex G, Guidelines for the safe deployment and retrieval of floating aids to navigation
- (k) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s).*)

6.12 Insurance – Specific Requirements

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.

6.12.1 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.
 - 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.
(Contracting officers must insert the following option, if applicable.)
 - 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.



6.13 SACC *Manual* Clauses

A9141C (2008-05-12) Vessel Condition



ANNEX «A » - STATEMENT OF WORK

1. PURPOSE

Placing, lifting / removal, maintaining and the servicing of Buoys in the Province of New Brunswick.

2. INTRODUCTION

Department of Fisheries and Oceans Canada's (DFO) Canadian Coast Guard (CCG) sector requires services related to the provision of placing, lifting/removal, maintaining and servicing of buoys through local contractors.

3. OBJECTIVES OF THE REQUIREMENT

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

The Canadian Coast Guard is contracting out for the provision of placing, lifting/removal; maintaining and servicing of the following buoys as per the attached documents.

4. SCOPE OF WORK:

The Contractor will be require to:

- 4.1 Provide their own vessel to complete this requirement.
- 4.2 Place buoys on position in accordance with navigational requirements using DGPS when required (seasonal or year-round);
- 4.3 Maintain buoys on position and in operation;
- 4.4 Change lanterns as required
- 4.5 Lift, remove, or change buoys as required.

5. TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

Upon contract award, the contractor is required to complete the contractor profile document that will be provided by the Project Authority.

Upon contract award the contractor is required to inspect all buoys and equipment listed in the Annex B and report any discrepancies/defects to the Aids to Navigation Operations Office/Project Authority.

Following initial inspection, the Contractor shall respond to all discrepancies/outages regarding buoys once notified of the outage and report a plan to respond to the Aids to Navigation Operations Office/Project Authority.

The Contractor shall inspect all buoys after periods of abnormally bad weather, ice conditions, etc., if the Contractor has reason to believe the buoys in his/her area may have been adversely affected, to determine that they are in their correct positions and that the lights etc. are functioning.

Buoy positions shall be checked using the methods provided on the Buoy Data Sheets.

The Contractor shall change components as necessary to maintain the operation of the lights and buoys including removing old and replacing with new components such as lanterns, moorings and reflective material.



Should a buoy be removed from a contract area permanently an amendment will be issued to the contractor reducing the amount of the Contract. Likewise, should a buoy be added to the contract area an amendment will be issued increasing the amount of the Contract. Amounts will be based on prices indicated in Annex B – Basis of Payment.

In the 2nd option year or fourth year of the Contract, if exercised, the contractor is responsible for checking all buoys in their area for position and operation and will be required to provide reports to the Aids to Navigation Operations Officer. These checks will have to be done in the last 30 days of the end of the Contract.

6. SPECIFICATIONS AND STANDARDS

At the beginning of each navigation season, the contractor shall place the seasonal buoys on position and ensure the work is complete prior to the commencement of navigation and/or fishing season for the local area, and that the buoys remain in service until the end of the navigation season. The season of operation dates provided by Coast Guard are to be interpreted as guidelines. Contractors are expected to familiarize themselves with the seasonal dates for economic activity and stay up-to-date on weather conditions, specifically ice formation, in each area. This is to ensure that the buoys are placed early enough to support the fishing/navigation season and that they are removed promptly if winter conditions pose a risk to the buoys.

At the end of the navigation season, the Contractor shall lift the seasonal buoys and store them in a suitable location (secure area free from damage / vandalism) for the winter.

The seasonal lanterns must be removed from the buoys in the fall and stored in a suitable dark storage area so that the batteries don't completely discharge. The contractor shall ensure darkness is constant during the storage stage. The lantern must be placed in sunlight 2 weeks before installation on the buoy in the spring to allow for re-charge.

Contractors are required to check Year Round and Seasonal (in place year round) aids each spring to ensure the aids are operational, and on position.

The Contractor shall, as part of this Contract, check, lift, remove, land, or replace on position buoys that require repairs, renewal or re-positioning as often as is necessary. If any buoy and/or its mooring are lost and not recoverable by the Contractor, the Contractor shall immediately notify the Aids to Navigation Operations Officer by fax, telephone or e-mail.

Should a year round aid move off position, or is damaged due to seasonal environmental conditions, such as ice, it is the contractor's responsibility to address as required as part of their contract. Potential contractors are required to have knowledge of their areas, and understand the environmental conditions. If an area is considered to have a high probability of ice, or adverse weather conditions, the potential contractor should forecast the prospective costs for maintaining these aids, and have it reflected in their bid package.

The Contractor shall bring to the attention of the Aids to Navigation Operations Officer any buoy repairs which the Contractor considers necessary but does not consider normal under this Contract and that have not been caused through neglect by the Contractor. The Contractor shall also report whether such repairs can be done locally. The Supervisor Operations, Aids to Navigation shall determine in consultation with the Contractor and others whether such work is outside of the scope of this Contract. Normal discrepancies include but are not restricted to: retrieval of beached/adrift buoys, buoys off/gone from position, buoys submerged, lantern malfunction/extinguished.

All replaced components including lanterns, moorings, stones and buoys are to be returned to Coast Guard. Notification to the Integrated Technical Services Supervisor is necessary in order to schedule the return of the equipment.



7. TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT

Technical Tasks are defined in the following documents:

- 7.1 Conditions for the use of DGPS
- 7.2 Primary Positioning Methods

8. METHOD AND SOURCE OF ACCEPTANCE

Each and every time a contractor makes a visit to a buoy, a Buoy Service Report (paper or electronic) must be submitted to the Aids to Navigation Office within 30 days of the visit, whether it be for a check, discrepancy response, lift or place. Buoy Service Reports are to be submitted for Seasonal, Seasonal (In Place Year Round), and Year Round aids. Failure to provide these reports results in payment delays.

9. REPORTING REQUIREMENTS

The Contractor shall notify the Aids to Navigation Operations Officer of a discrepancy (eg. outage, off-position etc.) upon discovery or within 24 hrs. The Contractor shall provide an estimated time to complete the repair, if it cannot be done immediately, and a reason for any delays.

In the event that the contractor is made aware of a discrepancy outside of normal working hours, he/she shall report the discrepancy to the Sydney Operations Center at **1 (800) 686-8676** within the time frame noted above for notifying the Aids To Navigation Operations Officer. The contractor shall also contact the Aids to Navigation Operations Officer when normal working hours resume, advising of the outage and plan of action for restoration of the service.

The Contractor must advise the Aids to Navigation Operations Officer when the aid has been restored to full operation.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

No Intellectual Property will be created through this contract.

All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of DFO.

11. DFO OBLIGATIONS

11.1 EQUIPMENT

DFO shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Operations Aids to Navigation, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

The following are parts and components that are to be supplied to Contractor by the Canadian Coast Guard as part of Buoy Maintenance Contracts.

1. Mooring stones (concrete, granite or cast iron, steel serrated anchors)
2. Mooring chain: various diameters
3. Swivels, buoy bridle shackles, bow shackles, screw shackles and clinch shackles.
4. Buoy bridles
5. Counterweights: cast-iron rings & cast iron buoy balls
6. Buoy identification plate's c/w reflective tape, letters and numbers
7. Reflective tape for buoys
8. Solar Powered LED Lanterns



The delivery of equipment which DFO undertakes to supply to the contractor shall be shipped to him at DFO's expense.

12. INSPECTION

The Supervisor, Operations Aids to Navigation has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications described in this SOW.

13. CONTRACTOR'S OBLIGATIONS

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Transport Canada Certificates include an Inspection Certificate: For a Vessel Exceeding 15 Tons Gross Tonnage But Not Exceeding 150 Gross Tonnage Plying As A Non-Passenger Vessel clearly stating Workboat as vessel type or a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons. Fishing vessels cannot be considered, proof that the vessel is a workboat is required. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

Should there be any change to vessel during the Contract period, (name and information originally submitted by the bidder) the contractor must notify the Project Authority immediately. Crew changes that occur during the contract period must be in accordance with Transport Canada regulations.

- Ability to use DGPS (Differential Global Positioning System).
- Local knowledge of waterways and conditions where required and when specified in the Schedule of rates.
- Handling/Lifting Capacity - must have the capabilities to place and lift/remove the range of buoy and stone weights varying in weight up to the maximum size as indicated on the Basis of Payment. Lifting Capacity clearly indicated on Transport Canada certification / confirmation.
- Contractor to provide a proper lay down and storage area for the buoys and equipment, to the satisfaction of the Supervisor, Operations Aids to Navigation and CCG Integrated Technical Services. If the lay down/storage area is not owned by the Contractor, written permission to use such property by the owner must be provided in the tender package submitted.

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

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

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

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

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



this contract desires to consider a call made by the Minister for new tenders.

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

The Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall immediately notify the Supervisor, Operations Aids to Navigation. Failing such notice, the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Operations Aids to Navigation.

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

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

14. EQUIPMENT

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

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

15. PROVINCE OF NEW BRUNSWICK WORK SITE AND DELIVERY POINT

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

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this Request for Contract must be ready to work in close and frequent contact with DFO Representative and other DFO personnel.

16. LANGUAGE OF WORK

Both Official Languages, English and French..

17. TRAVEL AND LIVING

Transportation costs are the responsibility of the Contractor.

18. PROJECT SCHEDULE

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



19. APPLICABLE DOCUMENTS AND GLOSSARY

Links provided in both languages for the following:

Transport Canada Marine Safety & Security - Regional Contacts:

<https://www.tc.gc.ca/eng/regions-marine.htm>

Transport Canada Marine Safety & Security - Small Vessel Compliance Program (SVCP)

<https://www.tc.gc.ca/en/programs-policies/programs/small-vessel-compliance-program.html>

<https://www.tc.gc.ca/fr/programmes-politiques/programmes/programme-conformite-petits-batiments.html>

Transport Canada Marine Safety & Security Small Vessel Compliance Program (SVCP) Detailed Compliance Report and Guidance Notes

<https://www.tc.gc.ca/eng/marinesafety/tp-tp15111-menu-3955.htm>

<https://www.tc.gc.ca/fra/securitemaritime/tp-tp15111-menu-3955.htm>

Transport Canada Marine Safety & Security Small Vessel Compliance Program (SVCP) Application Form

<https://www.tc.gc.ca/en/services/marine/vessel-inspection-certification/voluntary-compliance-programs-commercial-recreational-vessels/enroll-small-vessel-compliance-program.html>

<https://www.tc.gc.ca/fr/services/maritime/inspection-certification-batiments/programmes-conformite-volontaire-bateaux-commerciaux-recreatifs/inscrivez-vous-programme-conformite-petits-batiments.html>



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.

Offerors can bid on this project in whole or in part (by choosing one (1) or multiple locations). By choosing a location, the bidder agrees to cover the entire area pertaining to the location. (e.g. All buoy locations under Bathurst).

Bathurst

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.3m ORT	7				
0.8m SB75	3				
2.0m Trackless	1				
2ft11in WB390	6				
GDI420	2				
GDI680	2				
Total	21				

Bouctouche River

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
Stakes	200				
Total	200				



Lower Saint John River

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.3m ORT	85				
0.4m SB40	85				
0.6m SB60	14				
0.7m Ice Spar	1				
GDI420	2				
Total	187				

Mactaquac head Pond

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.4m SB40	35				
Total	35				



Miramichi Bay & River

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.6m Ice spar(14ft)	2				
0.6m Ice spar(18ft)	2				
0.6m Spar(long)	1				
0.7m Ice spar	2				
0.6m SB60	21				
0.6m Spar(short)	6				
GDI 0.8m Ice spar	17				
Total	51				

Restigouche River

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.3m ORT	6				
0.6m SB60	2				
1.5m SB98	3				
GDI 0.8m Ice spar	2				
0.6m Ice spar(18ft)	3				
0.8m SB75	3				
GDI680	7				
Total	27				



Saint-Edouard-de-Kent

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.3m ORT	2				
Total	2				

Upper Saint John River

Type and Number of Aids	Quantity	Initial Contract Period Year 1 From Contract Award to June 30, 2022	Initial Contract Period Year 2 From July 1, 2022 to June 30, 2023	Option year 1 From July 1, 2023 to June 30, 2024	Option year 2 From July 1, 2024 to June 30, 2025
0.3m ORT	132				
0.4m SB40	30				
0.6m SB60	8				
Total	170				



**APPENDIX 1 TO ANNEX B
BUOY LOCATIONS**

See Attached.



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” – BUOY POSITIONING METHODS

1. Differential Global Positioning System (DGPS) in conjunction with Depth Soundings shall be used by contractors to position buoys. (See conditions for the use of DGPS.)
2. In areas where the DGPS signal is not available or in fringe areas where the signal is of poor quality, GPS in conjunction with Depth Soundings may be used for positioning buoys.

Mariners may use one or more of the following methods in conjunction with depth soundings to supplement or confirm electronically derived positions if necessary:

- a) Two or more horizontal sextant angles between suitably located objects ashore. It is preferred to use two sextants with angles being read simultaneously. Where practical, angles should be continued around the horizon to ensure accurate 360 degree as possible.
- b) Two fixed objects in line (a range) and an adjacent horizontal angle from the line to a third object ashore. The objects may be natural or man-made. The objects in line should be a considerable distance apart and the angle of cut should be between 30 and 150 degrees and as near 90 degrees as possible.
- c) Two fixed ranges, natural or otherwise. The angle of cut should be between 30 and 150 degrees and as near 90 degrees as possible.
- d) True bearings of at least three charted, conspicuous and suitably placed objects ashore. The subtended angles should be between 30 and 150 degrees and as near 90 degrees as possible and should be applied to and plotted with station pointers as a check on the lines of bearings laid off on the chart.

Note: Methodology for establishing a position in a marine environment will rely on the mariners' judgement, knowledge, experience and all practical means at his/her disposal to derive an accurate position under varying conditions.



ANNEX "E" – CONDITIONS FOR THE USE OF DGPS

Recommended Practices:

- 1) The contractor shall ensure the DGPS receiver is operating properly prior to positioning an aid to navigation.
- 2) Before positioning buoys, DGPS should be set up at a known location eg. several readings at the wharf where the vessel docks, to verify current position. This should also be done after positioning buoys to ensure the integrity of positioning information.
- 3) When positioning buoys, marker buoys should be used and positions should be taken from four quadrants on the buoy to verify positions.
- 4) DGPS shall not be used to position an aid to navigation when an unhealthy or unmonitored signal is received. The receiver should have an audio and visual alarm to warn the operator when the DGPS corrections are not being received.
- 5) DGPS data shall be recorded on a buoy service record (BSR).
- 6) DGPS shall not be used when the age of pseudo-range corrections exceeds 30 seconds.
- 7) The DGPS receiver's datum selection must be set at WGS-84(default value).
- 8) The Horizontal dilution of precision (PDOP) reading shall be above 0 and less or equal to 5.0. A reading of 0 indicates that the system is not functioning properly.
- 9) While positioning aids, the DGPS mode in the receiver shall not be set to automatic..
- 10) The selection of the Differential Beacon shall be as follow:
 1. Locked on to the closest beacon from the aids to navigation being placed or positioned.
 2. Do not use a beacon outside its advertised coverage zone.
- 11) While positioning an aid, the DGPS receiver shall be in the 3 dimensional (3 D) mode. (minimum 4 Sat's and PDOP = 0.1 to 5

Recommended Default Settings on the DGPS Receivers:

- 1) The mask angle shall be set equal or greater than 7,5°. For receivers that accept even increments of 5, a value of 10° would be acceptable.
- 2) The data transfer rate shall be set for 200 bits per second when using a Canadian reference station.

Technical requirements on DGPS receivers:

- 1) All reputable DGPS Navigation receivers will provide the required features to use in an acceptable manner when positioning buoys.
- 2) The position coordinates shall display a minimum of 3 decimal digits of a minute.



ANNEX "F" – LIST OF CCG SUPPLIED EQUIPMENT

The following are parts and components that are to be supplied to Contractor by the Canadian Coast Guard as part of Buoy Maintenance Contracts.

1. Mooring stones (concrete, granite or cast iron, steel serrated anchors)
2. Mooring chain: various diameters
3. Swivels, buoy bridle shackles, bow shackles, screw shackles and clinch shackles.
4. Buoy bridles
5. Counterweights: cast-iron rings & cast iron buoy balls
6. Buoy identification plate's c/w reflective tape, letters and numbers
7. Reflective tape for buoys
8. Solar Powered LE Lanterns



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

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



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

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

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