



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)
Cc: Fortuna.Dorgbetor@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 à : 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).

Title / Titre Placing, lifting/removal, maintaining and servicing Buoys in the Province of Newfoundland and Labrador		Date July 4, 2022 / 4 juillet 2022
Solicitation No. / N° de l'invitation 30002208		
Client Reference No. / No. de référence du client(e) 30002208		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM / 14H00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : August 4, 2022 / 4 août 2022		
F.O.B. / F.A.B. Destination	Taxes 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 : Fortuna Sophia Dorgbetor, Senior Contracting Officer/Agente principale des marchés Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca & Fortuna.Dorgbetor@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	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	



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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.

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 or by telephone.

1.4 Trade Agreements

The requirement is subject to the, Atlantic Procurement Agreement, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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



2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

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

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

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

Important Note:

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 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. Emails with links to bid documents will not be accepted.

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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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 in Annex "B"



3.1.1 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

3.1.2 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

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

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

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

The following mandatory criteria will be assessed:

No.	Mandatory Requirement	Criteria Met (✓)	Proposal Cross-reference Page
M1	<p>The Bidder MUST provide by Bid Close date, a Transport Canada Inspection Certificate:</p> <p>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</p> <p>OR</p>		



<p>a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons.</p> <p>Fishing vessels cannot be considered, proof that the vessel is a workboat is required.</p>		
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4.1.2 Financial Evaluation

Attached at Annex B, Basis of Payment

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

PART 5 - CERTIFICATIONS

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.2 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.2.3.3 Supplementary Contractor Information

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

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

- a) The legal name of the entity or individual, as applicable (the name associated with the



Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

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

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

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

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

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

Signature

Print Name of Signatory

5.2.4 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.

5.2.4.1 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.

5.2.4.2 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

5.2.4.3 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.

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

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

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

6.1.1.1

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 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.
- 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).
- 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 [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

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



Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca c.c. 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.

6.3.2 Supplemental General Conditions

Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 2010C 21 (2014-09-



25) *“Default by the Contractor”* or 2010C 22 (2020-05-28) *“Termination for convenience”* of general conditions 2010C (2022-01-28).

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

The period of the Contract is from date of Contract award to June 30, 2024 inclusive

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Fortuna Sophia Dorgbetor
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 200 Kent Street, Ottawa ON K1A 0E6
Telephone: 450 – 521 – 9004
E-mail address: Fortuna.Dorgbetor@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 *(to be inserted at Contract award)*

The Project Authority for the Contract is:

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



Telephone: _____
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 inserted at Contract award)

The Contractor's Representative for the Contract is:

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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 – Fixed Rates – Limitation of Expenditure

6.7.1.1 The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$ _____ (*insert the amount 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.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.



2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment

6.7.3.1 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 performed 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):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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;
- d. a copy of the required report (if applicable).



6.8.2 Payments will be made provided that:

6.8.2.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
c.c. TBD

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 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Additional Vessel Conditions;
- (f) Annex D, Insurance Conditions;
- (g) 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 Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

6.12 Insurance - Specific Requirements

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

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



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

6.13 SACC Manual Clauses

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

6.14 Dispute Resolution

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

6.15 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
 - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
 - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
 - Use public transportation or another method of green transportation as much as possible.



ANNEX "A" STATEMENT OF WORK

1. PURPOSE

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

2. INTRODUCTION

The Canadian Coast Guard (CCG) requires services related to placing, lifting/removing, maintaining, and servicing buoys through local contractors.

3. OBJECTIVES OF THE REQUIREMENT

The Canadian Coast Guard, Marine Navigation Services establishes aids to navigation that assist vessels in navigating safely through our waterways. The program benefits pleasure craft, fishing, and commercial vessels and ensures the public's right to navigate. Canadian Coast Guard Navigation Programs 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 is required to:

- 4.1 Provide their own vessel to complete this requirement.
- 4.2 Place buoys on position in accordance with navigational requirements using GPS 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, place, or change buoys as required.

5. TASKS, ACTIVITIES, DELIVERABLES, AND MILESTONES

Upon contract award, the Contractor must complete the contractor profile document that the Project Authority will provide.

Upon contract award, the Contractor must inspect all buoys and equipment listed in Annex B within 30 days and report any discrepancies/defects to the Aids to Navigation Operations Office/Project Authority.

Following the 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 initial inspection at contract award is verifying that the buoy is on position and all associated accessories, such as lights and racons, are in good working order. This initial inspection is an above water inspection and does not require lifting each buoy.



The Contractor shall inspect all buoys after periods of abnormally bad weather, ice conditions, or if the Contractor believes the buoys in their area may have been adversely affected. This inspection is to determine that the buoys are in their correct positions and that the lights, etc., are functioning. If any are adversely affected, the Contractor shall report all discrepancies and make all repairs as part of this contract.

Buoy positions shall be checked using the methods provided on the Buoy Data Sheets (to be provided after award).

The Contractor shall change components as necessary to maintain the operation of the lights and buoys, including removing old and replacing them 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 Contract amount. Likewise, should a buoy be added to the contract area, an amendment will be issued, increasing the Contract amount. Amounts are based on prices indicated in Annex B – Basis of Payment.

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 before the local area's commencement of navigation or fishing season. The buoys remain in service until the end of the navigation or fishing season. The season of operation dates provided by the Coast Guard are to be interpreted as guidelines. Contractors are expected to familiarize themselves with the seasonal dates for economic and leisure activity and stay up-to-date on weather conditions, specifically ice formation, in each area. This familiarization ensures 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 an approved location (secure area free from damage/vandalism) for the winter. The site is approved by the Integrated Technical Services Supervisor at contract award and will be used as the single point for pick-up and drop off of supplies to the Contractor.

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 must check Year-Round and Seasonal (in place year-round) aids each spring to ensure the aids are operational and on position as part of the terms of this contract. All checks and repairs to seasonal in place year-round aids and year-round aids before the start of the navigation season shall be deemed part of buoy maintenance. They shall not be billable as extra work regardless of why repairs or repositioning may be needed.

As part of this contract, the Contractor shall check, lift, remove, land, or replace on position buoys that require repairs, renewal, or repositioning 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 Information Officer by fax, telephone, or e-mail.

Should a year-round aid move off position or be damaged due to seasonal environmental conditions, such as ice, the Contractor's responsibility is to correct this discrepancy within 30 days as required in



section 13 of this statement of work. Potential contractors are required to have knowledge of their areas and understand the environmental conditions of said locations. If an area is considered to have a high probability of ice or adverse weather conditions, the potential Contractor should forecast the future costs for maintaining these aids and have them reflected in their bid package.

The Contractor shall bring to the attention of the Aids to Navigation Information Officer any buoy repairs which the Contractor considers necessary but does not consider normal under this contract and that have not been caused through neglect by the Contractor. The Contractor shall also report whether such repairs can be done locally. The Aids to Navigation Operations Supervisor shall determine in consultation with the Contractor and others whether such work is outside of the scope of this contract. Regular 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, anchors, and buoys, will be returned to Coast Guard. Notification to the Integrated Technical Services Supervisor is necessary to schedule the equipment's return.

7. TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT

Technical Tasks are defined in the following documents(to be provided after award):

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

8. METHOD AND SOURCE OF ACCEPTANCE

Every time a contractor visits 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 Information Officer of a discrepancy (e.g., 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.

If the Contractor is made aware of a discrepancy outside of regular working hours, they shall report the discrepancy to the Sydney Operations Center at **1 (902) 564-7751** or the Port aux Basques Center at **1 (709) 695-2168** within the time frame noted above for notifying the Aids To Navigation Information Officer. The Contractor shall also contact the Aids to Navigation Information Officer when regular working hours resume, advising of the outage and plan of action to restore the service.

The Contractor must advise the Aids to Navigation Information 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 Coast Guard.

11. CCG OBLIGATIONS



11.1 EQUIPMENT

CCG shall supply to the Contractor, for the duration of this contract, any tools which, in the view of the Aids to Navigation Operations Supervisor, 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 to be supplied to the Contractor by the Canadian Coast Guard as part of Buoy Maintenance Contracts.

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

The delivery of equipment that CCG undertakes to supply to the Contractor shall be shipped to them at CCG's expense to a central location for all areas covered under the contract. Transportation from the central location to the worksite is the Contractor's responsibility.

12. INSPECTION

The Aids to Navigation Operations Supervisor and the Integrated Technical Services Supervisor have 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.

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. Acceptable 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. The certificate will clearly state Workboat as vessel type. Alternatively, a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons is also acceptable. 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 the Aids to Navigation Operations Supervisor.

Should there be any change to a vessel during the Contract period (name and information initially 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 Global Positioning System (GPS).
- Local knowledge of waterways and conditions.
- 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 laydown and storage area for the buoys and equipment, to the



satisfaction of the Aids to Navigation Operations Supervisor and the Integrated Technical Services Supervisor. If the lay down/storage area is not owned by the Contractor, written permission to use such property by the owner must be provided.

- There shall be a single laydown area where supplies will be delivered for all areas covered by the contract. Transportation from the laydown area to the worksite is the Contractor's responsibility.

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

- a) Returned to operation within 30 days of the notification being sent to the Contractor, from any discrepancy. Acceptable delays are verifiable events such as breakdowns, substantial weather, and supply delays, over which the Contractor has no control. These delays must be reported with supporting documentation to the Aids to Navigation Operations Supervisor. A buoy must be returned to operation as soon as possible once the delay is resolved and not more than 30 more days from that date. Lack of resources to address all discrepancies in this timeframe shall be a reason for the contract's termination or part thereof.
- b) Checks the position and operation.
- c) Replaces the light (if so equipped).
- d) Places on station and repositions as required, using Buoy Positioning Methods as per Buoy Data Sheet.
- e) Carries out maintenance by replacing the chain, rope, anchor, reflective tape, numbers, and letters and cleaning the buoys as required by contract. Fleeting the synthetic moorings and pressure washing the components of the buoy and mooring with a visual inspection of all connection points, and replace as required.
- f) Submits Buoy Service Reports to the Aids to Navigation Information Officer within 30 days of the service or checks on the buoy. Should the Buoy Service Report be deficient when verified by the Aids to Navigation Information Officer for quality and accuracy of the position and information provided. The Contractor shall issue a new BSR with the correct information. Improper/Inaccurate completion of the Buoy Service Report can delay payment.

The Contractor shall provide information satisfactory to the CCG Minister of their 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 within this document.

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

The Contractor shall provide suitable storage for the equipment provided by CCG, such storage being secure and providing shelter to those items which must be stored indoors. The Contractor may use multiple locations to store the equipment. However, a single location will be designated as the primary storage facility and used as a pick-up and drop-off point between the Contractor and CCG. Transportation to other sites or the work site from the identified primary site is the Contractor's responsibility.

The Contractor shall take charge of the said service at the commencement of this contract. If any of the marine aids to navigation are missing, in poor condition, or unfit for service, the Contractor shall immediately notify the Aids to Navigation Operations Supervisor. 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 Aids to Navigation Operations Supervisor.



If 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 CCG, 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 Aids to Navigation Operations Supervisor.

Upon completion of the fall lifts, and no later than January 5th of each calendar year, the Contractor shall submit their request for supplies to the Technical Services Supervisor for equipment and buoys required to complete spring placements and scheduled maintenance. Failure to submit the request on time may result in equipment delivery delays. Coast Guard assumes no responsibility for delivery delays when requests are not submitted by the deadline. The Contractor's responsibility is to submit all requests for equipment on time to the appropriate authority to ensure that deployment of the aids to navigation will not be negatively impacted. The Contractor is also responsible for making the request using the forms provided by the Technical Services Supervisor. Coast Guard will not bear any delay resulting from late or improper requests.

The Contractor shall provide two invoices per year for the work performed. One-half the yearly value of the contract shall be invoiced to Coast Guard in July and January. Invoices shall only be paid once all buoy service reports for spring placements, fall lifts, and discrepancy responses have been received by Coast Guard. The owing of Buoy Service Reports will result in non-payment and can be cause for termination of the contract or part thereof if the Contractor is habitually late or fails to provide any Buoy Service Reports for the work completed within the timeframes indicated herein.

14. IMPLEMENTATION OF DRS REVIEWS/CHANGES TO THE WATERWAY DESIGN

The Contractor is required to implement DRS reviews and any changes to the waterway that Coast Guard deems necessary. When possible, these changes will be done in conjunction with the spring placements or fall lifts in or near where the changes are to be made so that the Contractor will not be required to make additional trips. However, there may be changes that must be implemented during the navigation season, and the Contractor is required to address these by the date of the request.

This work is in addition to the maintenance of a buoy. Therefore, the Contractor will be required to submit a quote in order to perform this work. The quote must be received by the Supervisor of Operations Aids to Navigation and approved before the work can be commenced. Any quote must be itemized by buoy and the cost of implementation cannot exceed the maximum yearly cost for the maintenance of a same or similar sized buoy. Implementation of changes to the waterway involve same or similar work to buoy maintenance, therefore the costs should be in line with the basis of payment that is annexed to this document.

For the establishment of a new aid to navigation, the buoy will be added to the contract, and the Contractor will be paid the pro-rated yearly maintenance fee in addition to the quote provided for performing the work. If it is a seasonal aid that is added to the contract and can be deployed along with the other seasonal aids in the area, the contract shall be amended to include the yearly maintenance costs for the aid and no other fees shall be paid.

In the case of a discontinuance of an aid to navigation that requires the Contractor to attend to the aid during the navigation season rather than remove it as scheduled in the fall. The Contractor will receive the maintenance fee pro-rated to the date the removal request was made and the amount agreed upon in the quote requested prior to performing the work. If the buoy is removed as part of the fall lifts, there will be no extra payment as the removal of the buoy is covered by the terms of this contract. The maintenance cost of the buoy will simply be removed from the subsequent years of the contract.



15. EQUIPMENT

The Contractor shall inform the Integrated Technical Services Supervisor of any need for equipment to maintain this inventory. Requests for equipment must be made before the season start. No later than January 5th or with at least a 60-day notice.

All marine Aids to Navigation and all components, property, equipment, materials, and supplies provided by CCG 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.

16. PROVINCE OF NEWFOUNDLAND WORK SITE AND DELIVERY POINT

Contractors are expected to participate in training associated with 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. CCG will arrange the in-house training 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 CCG Representative and other CCG personnel.

17. LANGUAGE OF WORK

Either Official Languages, English or French.

18. TRAVEL AND LIVING

Transportation costs are the responsibility of the Contractor.

19. PROJECT SCHEDULE

At contract award, Coast Guard will schedule a "kick-off" meeting with all contractors to discuss terms, obligations, and requirements. The meeting can be waived at the discretion of the Coast Guard if the contract is awarded to a contractor with previous experience. A meeting can be called at any time and without notice to discuss any matters pertaining to this contract by either party,

Work to be completed depends on the operation period of the contract area. Information will be indicated on the Buoy Data Sheets as a guideline. Contractors are expected to know or familiarize themselves with the periods of economic and leisure activity that take place in the contract areas and plan their work schedules accordingly.

20. 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

Prices are in accordance with the attached spreadsheet(s) per zone. Bidders may submit for one or more zones.

The rates listed are to be all-inclusive, HST extra.



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" INSURANCE CONDITIONS

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 Fisheries and Oceans Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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



For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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