



**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 and
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).

**THIS DOCUMENT DOES NOT HAVE A
SECURITY REQUIREMENT.**

Title / Titre Installation and Servicing of Aids to Navigation on Lake Winnipegosis		Date February 23, 2023
Solicitation No. / N° de l'invitation 30003284		
Client Reference No. / No. de référence du client(e) 30003284		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM EST (Eastern Standard Time / HNE (Heure Normale de l'Est) On / le : April 4, 2023		
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 Procurement Officer Email / Courriel: Fortuna.Dorgbetor@dfo-mpo.gc.ca AND DFOtenders-soumissionsMPO@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 requirements associated with this requirement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting Contract clauses.

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 Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), 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.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted 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.

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

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

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.

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 Attachment 1 to Part 3 – Pricing Schedule

Section III: Certifications

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



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a Contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting Contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its Contractual obligations.

TABLE A – FIRST CONTRACT PERIOD – APRIL 01 2023 TO MARCH 31, 2024

Item No.	Buoy Model/Description	Column A Quantity	Column B All-Inclusive Monthly Cost <i>\$ (bidder to complete 1-6)</i>	Column C Months	Column D* Total Cost <i>\$ (bidder to complete 1-7)</i>
1.	lighted 0.3m Spar Can Buoy – Plastic (ORT) - Green	7		12	
2.	lighted 0.3m Spar Conical Buoy – Plastic (ORT) - Red	7		12	
3.	lighted 0.4m SB 40 Can – Plastic -Green	1		12	
4.	0.25m SB 23 Spar Can – Plastic - Green	28		12	
5.	0.25m SB 23 Spar Conical– Plastic - Red	1		12	
6.	0.4m SB 40 can - Plastic - Green	23		12	
7.	Total Evaluated Cost (sum from line 1 to 6 of Column D)				



TABLE B – SECOND CONTRACT PERIOD – APRIL 01 2024 TO MARCH 31, 2025

Item No.	Buoy Model/Description	Column A Quantity	Column B All-Inclusive Monthly Cost <i>\$ (bidder to complete 1-6)</i>	Column C Months	*Column D Total Cost <i>\$ (bidder to complete 1-7)</i>
1.	lighted 0.3m Spar Can Buoy – Plastic (ORT) - Green	7		12	
2.	lighted 0.3m Spar Conical Buoy – Plastic (ORT) - Red	7		12	
3.	lighted 0.4m SB 40 Can – Plastic - Green	1		12	
4.	0.25m SB 23 Spar Can – Plastic – Green	28		12	
5.	0.25m SB 23 Spar Conical– Plastic - Red	1		12	
6.	0.4m SB 40 can - Plastic - Green	23		12	
7.	Total Evaluated Cost (sum from line 1 to 6 of Column D)				



TABLE C – THIRD CONTRACT PERIOD – APRIL 01 2025 TO MARCH 31, 2026

Item No.	Buoy Model/Description	Column A Quantity	Column B All-Inclusive Monthly Cost \$ (bidder to complete 1-6)	Column C Months	*Column D Total Cost \$ (bidder to complete 1-7)
1.	lighted 0.3m Spar Can Buoy – Plastic (ORT) - Green	7		12	
2.	lighted 0.3m Spar Conical Buoy – Plastic (ORT) - Red	7		12	
3.	lighted 0.4m SB 40 Can – Plastic - Green	1		12	
4.	0.25m SB 23 Spar Can – Plastic -Green	28		12	
5.	0.25m SB 23 Spar Conical– Plastic- Red	1		12	
6.	0.4m SB 40 can - Plastic - Green	23		12	
7.	Total Evaluated Cost (sum from line 1 to 6 of Column D)				

TABLE D – FOURTH CONTRACT PERIOD – APRIL 01 2026 TO MARCH 31, 2027

Item No.	Buoy Model/Description	Column A Quantity	Column B All-Inclusive Monthly Cost \$ (bidder to complete 1-6)	Column C Months	*Column D Total Cost \$ (bidder to complete 1-7)
1.	lighted 0.3m Spar Can Buoy – Plastic (ORT) - Green	7		12	
2.	lighted 0.3m Spar Conical Buoy – Plastic (ORT) - Red	7		12	



Item No.	Buoy Model/Description	Column A Quantity	Column B All-Inclusive Monthly Cost \$ (bidder to complete 1-6)	Column C Months	*Column D Total Cost \$ (bidder to complete 1-7)
3.	lighted 0.4m SB 40 Can – Plastic - Green	1		12	
4.	0.25m SB 23 Spar Can – Plastic - Green	28		12	
5.	0.25m SB 23 Spar Conical– Plastic - Red	1		12	
6.	0.4m SB 40 can - Plastic - Green	23		12	
7.	Total Evaluated Cost (sum from line 1 to 6 of Column D)				

TOTAL EVALUATED COST \$ (bidder to complete)
**BID TOTAL EVALUATED COST =

*Column D = Column A x Column B x Column C

**BID TOTAL EVALUATED COST = Line 7 of Table A + Line 7 of Table B + Line 7 of Table C + Line 7 of Table D



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 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

Refer to Annex C Evaluation Criteria.

4.1.3 Financial Evaluation

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

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a Contract.



PART 5 - CERTIFICATIONS

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](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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:

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.

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: 2019-01](#) 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.

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.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

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.

6.3.1.1 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 (2013-03-21), 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 with a cc to: **TBD**. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates



-
- and level of effort, subContracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - l. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2023 to March 31, 2024 inclusive.

6.4.1 Period of the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least seven (7) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Fortuna Sophia Dorgbetor
Senior Procurement Officer
Fisheries and Oceans Canada
Procurement Services and Procurement Hub
Procurement Hub NCR
200 Kent Street
Ottawa, ON K1A 0E6
PH: 343-548-5760
E-mail/courriel: 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 (TBD)

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 (TBD)

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 required)

By providing information on its status, with respect to being a former public servant in receipt of a (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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm unit price as specified in Annex B Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure



1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ **(TBD)**. 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 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 T1204 – Direct Request by Customer Department

SACC *Manual* clause [A9117C](#) (2007-11-30) T204 – Direct Request by Customer Department.

6.7.5 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 subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.



6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: **TBD** 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.

6.9.2 SACC Manual Clauses

SACC Manual clause [A3015C](#) (2014-06-26), Certification - Contract

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-01-28), Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Insurance Conditions; and
- (f) the Contractor's bid dated _____ *insert date of bid* [*If the bid was clarified or amended, insert at the time of Contract award*]: ", as clarified on _____ **or**, as amended on _____ **and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable).**

6.12 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)

6.13 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.

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.

6.14 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. OBJECTIVE

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

2. BACKGROUND

CCG maintains a Seasonal Aids to Navigation System, consisting of fifteen (15) lighted buoys and fifty two (52) unlighted buoys on Lake Winnipegosis, Manitoba. Each year, the buoys are commissioned in May right after the ice recedes and are checked for correct position once a month until they are lifted and stored in October at the end of the navigation season, shortly before freeze up.

3. SCOPE OF WORK

The Contractor is responsible for the provision of placing, lifting, removal, maintaining, and servicing of the buoys listed in **Attachment 1 – List of Buoys and Technical Information for Lake Winnipegosis**.

The scope of the buoys services includes the commissioning, monthly inspections, servicing and decommissioning of floating aids to navigation (buoys) on Lake Winnipegosis, Manitoba. The Contractor must also provide operational plans, reports and asset information in accordance with these specifications.

In addition, the Contractor must communicate with appropriate Canadian Coast Guard (CCG) authorities to report outages and to report when services have been restored.

The CCG will supply all equipment (buoys, mooring, anchors etc.) to be installed for the Contract, as well as spares and replacements for worn components.

4. TASKS AND ACTIVITIES

4.1 Commissioning

- Commissioning is the term for the activity or activities carried out at the start of the navigational season, typically in spring, once the lake is ice free.
- Refer to Sect. 9.1 for descriptions of Commissioning activities.

4.2 Servicing, scheduled

- The Contractor must inspect Buoys monthly or especially following periods of bad weather, ice conditions etc. If the Contractor has reason to believe the buoys may have been adversely affected, Refer to Sect. 9.2 for descriptions of servicing activities.

4.3 Servicing, unscheduled



If a discrepancy is reported such as a buoy off position or missing; or if the light is out or not functioning as advertised (when lighted), an unscheduled service is required. Refer to Sect. 9.3 for descriptions of unscheduled servicing activities.

4.4 Decommissioning

- Decommissioning is the term for the activity or activities carried out at the end of the navigation season, typically in fall, before freeze-up and not before October 15 unless ice condition dictate otherwise. Should it be necessary to start the process for decommissioning the buoys prior to this date, the Contractor must contact the Project Authority in advance.
- Refer to Sect. 9.4 for descriptions of decommissioning activities.

5. REPORTING REQUIREMENTS

5.1 Annual Work Plan

- The Contractor must provide a plan for all annual planned work showing the scheduled dates for aids to navigation commissioning, servicing and decommissioning. The Contractor must submit this plan, at the latest, 5 days before the first planned commissioning date or May 31st, whichever is earlier.

5.2 Operational Reporting

- During the periods of commissioning and decommissioning activities, the Contractor must advise, on a daily basis, the Project Authority by e-mail or by telephone, of the progress. The Project Authority will then notify the Marine Communications and Traffic Service Navigational Warnings (MCTS NAVWARN) desk who will then issue appropriate NAVWARN(s) to advise mariners as required.

5.3 Inventory

- The Contractor is responsible for the inventory management of all spare parts, consumables and assets, including recording and reporting requirements.
- The Contractor must maintain a listing of all spare materials (chains, shackles, lights, etc.) and update the list as materials are consumed. The Contractor must provide the updated list to the Project Authority at the end of the navigation season. The Contractor must also track in the listing where and when spare materials are used and the disposal process (i.e. return to CCG or other).

5.4 Buoy Service Reports

- Whenever any on-water work is completed at a buoy (being established, replaced, moved, inspected etc.) the Contractor must complete a "Buoy Service Report" (BSR) for each buoy at each visit, in the Aids to Navigation database (SIPA). CCG will provide the computer, software, and training (if required) on the SIPA database. Training will be provided to the Contractor by CCG at the Contractor's place of work, at a date and time agreed upon by both parties and before the navigation season begins.

6. VESSEL REQUIREMENTS

- All vessels used for this Contract must be vessels registered in Canada in accordance with the Canada Shipping Act 2001.
- The authorized representative or master of the vessel (s) used in the performance of this Contract must maintain current throughout the duration of the Contract period, certificates for crew and



vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act 2001 (CSA 2001). All navigational signals and equipment must be in an operational order as required by the Collision Regulations of the CSA 2001.

- The vessel used for this Contract must be licenced by Transport Canada so that it can legally and safely operate anywhere on Lake Winnipegosis.
- The vessel must be equipped with a crane or a lifting device capable of safely lifting the buoys and mooring equipment used on Lake Winnipegosis.
- The vessel used for this Contract must carry a functional satellite phone at all times, when carrying out buoy operations on behalf of the CCG.
- The Contractor must possess proof of ownership of vessels to be used, or written permission for their use on a 24 hour, 7 days per week basis, from the owner, if applicable, during the life of the Contract.
- The Contractor must borne all costs incurred for executing the present Contract, including to but not limited to ship safety inspections, permits, certificates, etc.

7. BUOY POSITIONING METHOD

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

8. PLANNING & SCHEDULING

8.1 Commissioning

In some areas of the Lake Winnipegosis,, buoys form systems that are linked to other areas, and therefore must be commissioned in an orderly and systematic fashion. In addition, for commercial aids in areas subject to ice, the commissioning date is dependent on ice free conditions and will vary each year. The Contractor must liaise with the Project Authority to determine the priorities and order of commissioning prior to commencing operations each spring.

8.2 Discrepancy response

8.2.1 Discrepancy Monitoring

- CCG issues Navigational Warnings (NAVWARNs) in order to advise the marine public of hazards to navigation, defective aids to navigation and other important navigational information. These are published on CCG's webpage.
- The Contractor must monitor the NAVWARN page for his/her area of operation on a continuous basis and respond to discrepancies which are advertised by NAVWARN without additional direction from CCG.
- Notwithstanding above, the Contractor may receive notification of a discrepancy from one or more of the following prior to issuance of a NAVWARN: the CCG Operations Centre, a CCG Base, a CCG Radio Station or other CCG representative.

8.2.2 Discrepancy Response time

- The Contractor must respond to discrepancies in the prescribed time frame of 72 hours following issuance of a NAVWARN.

8.2.3 Outage Response Availability



- The Contractor must maintain a standby posture at all times during the life of the Contract such that he/she is able to respond to discrepancies within the prescribed response time, as identified in 8.2.2.
- If the Contractor is unable to respond within the prescribed timeframe (due to adverse weather conditions or other circumstance) he/she must advise the Project Authority, and provide information on when he/she will be able to proceed with the servicing.
- The Contractor must have a means of contact on a 24hr/day, 7day/week basis.

9. WORK SPECIFICATIONS

9.1 Commissioning

9.1.1 The Contractor must inspect buoys and all components onshore to ensure acceptable condition prior to placement.

- The Contractor must place the buoys in position and verify position is correct.
- The Contractor must place and position the buoys listed in Attachment 1 – List of Buoys and Technical Information, derived from SIPA.
- The Contractor must complete a Buoy Service Report (BSR) for each buoy and forward it to the CCG upon completion of the commissioning operations. The Contractor must report any abnormal situation to the CCG on the BSR.

9.1.2 Lighted buoys:

- All buoy lanterns are self-contained units that include a solar panel, battery and light.
- As applicable, The Contractor must place lanterns on the appropriate buoys during the commissioning process. Lanterns will be tagged and identified by buoy number when given to the Contractor.
- The Contractor must ensure that solar panel and lantern lens are free from dirt or other debris.
- The Contractor must ensure that after being placed on the buoy, the lantern is operating (cover sun switch) and displaying the proper colour and flash characteristic.

9.2 Servicing, Scheduled: Monthly Checks

- 11.2.1 The Contractor must check or verify buoy position and re-position as required
- 11.2.2 The Contractor must replace worn or torn reflective tapes, letters and numbers
- 11.2.3 The Contractor must verify that the buoy colour is not obscured by dirt, debris or quano and clean buoy as required
- 11.2.4 The Contractor must test and verify operation of light (if fitted)
- 11.2.5 The Contractor must complete a Buoy Service Report (BSR) for each buoy and forward it to the CCG upon completion of the scheduled operations.

9.3 Servicing, Unscheduled: Outages And Discrepancies

9.3.1 Buoy off position:

- The Contractor must restore the buoys to the correct position.

9.3.2 Buoy off position and lost:

- If a buoy is reported off position or is lost, the Contractor must replace buoy with complete assembly in correct position.



9.3.3. Buoy low / partially submerged or leaning:

- If a buoy is reported or found to be low in the water, The Contractor must inspect the buoy visually for a possible leak and for the presence of marine growth. If it appears that water is entering the hull of the buoy, The Contractor must replace the buoy and return it to the CCG. If marine growth is causing the fault, the Contractor must clean the buoys and equipment as soon as possible with brushes or water sprayer.

9.3.4 Buoy in place but difficult to see:

- If a buoys light or daytime colour characteristic is obscured by bird guano or other debris, the Contractor must clean the buoy and equipment as soon as possible with brushes or water sprayer. The Contractor must also replace worn or damaged lettering and reflective tape as required.

9.3.5 Buoy lantern extinguished:

- The Contractor must replace lantern with spare lantern. The Contractor must check operation and confirm that colour and characteristic are correct. The Contractor must tag and return extinguished lantern to CCG Base.

9.3.6 The Contractor must complete A Buoy Service Report (BSR) for each buoy and forward it to the CCG upon completion of the unscheduled operations.

9.4 Decommissioning

9.4.1 The Contractor must lift and transport all buoys and mooring components to the CCG buoy shed in Winnipegosis Harbour.

- The Contractor must removed all lanterns from the buoys.
- The Contractor must complete a Buoy Service Report (BSR) for each buoy and forward it to the CCG upon completion of the decommissioning operations.

10.0 TECHNICAL DATA AND LOCATION OF BUOYS AND NAVIGATIONAL AIDS

Please refer to Attachment 1 – List of Buoys and Technical Information for Lake Winnipegosis

11 MATERIAL HANDLING / TRANSPORTATION

11.1 Material Handling / Storage

- The Contractor must provide labour, material and equipment required to handle, transport buoys and equipment from the wharf / storage site to the location where work will be executed.
- Ground transportation must be executed in compliance with any applicable provincial and municipal acts respecting (weight, width, height, and other requirements).

12 RESPONSIBILITY OF THE CANADIAN COAST GUARD

12.1 The CCG shall provide the following:

- An inventory of buoys, mooring equipment, lanterns and reflective material required for the Contract including spares.
- Storage at the CCG buoy Shed in Winnipegosis Harbour.
- A computer with access to SIPA mobile, and training for SIPA mobile if required.

13 ADDITIONAL CONTRACTOR 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. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

NOTE: Costs associated with all certifications are responsibility of the Contractor.

Should there be any change to the crew or vessel during the duration of the Contract period, (name and information originally submitted by the bidder) the Contractor must notify the Project Authority immediately. Any change to the vessel proposed must be approved, in advance, by the Project Authority.

The Contractor must ensure that all resources performing the work described in the Statement of Work adhere to **Annex A-1** Guidelines for the safe deployment and retrieval of floating aids to navigation.

14 CCG INSPECTION

The CCG reserves the right to inspect the buoys as often as deemed necessary to verify their position and maintenance in accordance with the Contract specifications.

15 AMENDMENTS

- During the term of this Contract the CCG reserves the right to add or remove buoys to be served by the Contractor in the geographical area covered by this Contract as per this Statement of Work.

16 CROWN PROPERTY

- All buoys, equipment or other material provided to the Contractor under the terms of this Contract must remain the property of Canadian Coast Guard.
- All aids to navigation and all components, property, equipment, materials and supplies provided by the Department hereunder must be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore must be the responsibility of the Contractor.
- All aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract must be returned to the Canadian Coast Guard upon completion of the Contract.

17 ACRONYMS USED

- BSR - Buoy Service Report
- CCG - Canadian Coast Guard
- SIPA – 'mobile' version of CCG's Aids to Navigation database system
- SVCP - Small Vessel Compliance Program' (SVCP)
- DGPS – Differential Global Positioning System
- GPS – Global Positioning System
- SWL – Safe Work Load

18 LANGUAGE OF WORK

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

19 TRAVEL AND LIVING



No travel and living expenses will be covered by the Department for work performed under this Contract.



ANNEX A-1

GUIDELINES FOR THE SAFE DEPLOYMENT AND RETRIEVAL OF FLOATING AIDS TO NAVIGATION

1. The Contractor must 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. The Contractor must 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. The Contractor 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. The Contractor must 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. The Contractor must ensure that persons performing buoy work are wearing appropriate protective and 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. The Contractor must ensure that weather and sea conditions are suitable for buoy handling. If weather and sea state are not suitable, The Contractor should wait for appropriate conditions.
6. The Contractor must assess the on-site conditions prior to deployment or retrieval operations to determine the safest means possible to approach the aid to navigation.
7. The Contractor must ensure that moorings, stones and other buoy equipment are outside the vessel and well clear of persons before dropping on position.
8. The Contractor must ensure that all moorings, shackles and stones are visually inspected and are in good order prior to placing on position. The Contractor must report any equipment not in good order and new replacements will be issued.
9. The Contractor must ensure that moorings, shackles and chafing equipment are properly fastened to the stone and buoy.
10. The Contractor must know the precise locations of where buoys are to be placed. If unsure, The Contractor must wait until the proper positions have been determined.
11. The Contractor must ensure individuals that are involved in deployment of floating aids are familiar with and comply with these guidelines at all times.
12. The Contractor must determine that the floating aid is still on advertised position prior to commencing retrieval operations.
13. The Contractor must safely raise the buoys 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. The Contractor must 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. The Contractor must use caution that the mooring does not get tangled in the propeller.



16. The Contractor must 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, The Contractor must ensure that the mooring stone is not fouled to the bottom.
18. While towing the mooring stone towards the shore, The Contractor must keep to the deep water channel to prevent it from fouling in the bottom.
19. The Contractor must 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. The Contractor must 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 The Contractor must utilize due prudence and display good seamanship. 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.



ANNEX B

BASIS of PAYMENT

(to be completed at Contract Award)



ANNEX C EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

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

Bids will be evaluated based on the information provided in the proposal.

The Bidder may 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.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The Bidder MUST provide, with their bid submission: i) a copy of their valid Transport Canada Inspection Certificate: For a Vessel Exceeding 15 Tons Gross Tonnage But Not Exceeding 150 Gross Tonnage Plying As A Non-Passenger Vessel clearly indicating Workboat as vessel type OR ii) a copy of a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons.		
M2	The Bidder MUST provide with their bid submission a copy of their valid certificate of registry with Transport Canada as a work boat		
M3	The Bidder MUST provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a Contract as a result of the bid solicitation can be insured in accordance with Annex D Insurance Requirements of this RFP. A copy of proof of insurance must be provided with the bid submission.		
M4	The Bidder MUST provide, with their bid submission, a certification that they have a fully functioning GPS, depth sounder and satellite phone on their proposed vessel.		



ANNEX D INSURANCE CONDITIONS

SACC Manual Clause G2001C (2018-06-21) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a Contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to Contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subContractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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.