



**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
Laurent.Hotte@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition 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 the Southern Lakes Yukon Territory | | Date March 24, 2023 |
| Solicitation No. / N° de l'invitation 30003293 | | |
| Client Reference No. / No. de référence du client(e) 30003293 | | |
| Solicitation Closes / L'invitation prend fin At / à : 14h00 EDT (Eastern Daylight Time) On / le : April 19, 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 : Larry Hotte, Procurement Specialist (Consultant) Email / Courriel: Laurent.Hotte@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) | | |



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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 Comprehensive Land Claims Agreements

This procurement is subject to the following Comprehensive Land Claims Agreements:

- Carcross/Tagish First Nations Final Agreement; and
- Kwanlin Dun First Nation Final Agreement

1.4 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.

1.5 Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, 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.

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 the Yukon Territory.

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06) , Exchange Rate Fluctuation

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.

All buoy inspection and repair services performed prior to the start of the navigation season are considered part of the resulting contract and should not be charged as additional work, regardless of the reason for repairs or repositioning that may be required.

CCG reserves the right to request proof of certification at any time during the term of the contract.

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

| Item No. | Buoy Model/Description | Column A Quantity | Column B All-Inclusive Monthly Cost per Buoy <i>\$ (bidder to complete items 1 to 9)</i> | Column C Months | Column D Total Cost (AxBxC) <i>\$ (bidder to complete items 1 to 10)</i> |
|----------|---|-------------------|---|-----------------|---|
| 1. | Plastic SB40 - Red | 15 | | 11 | |
| 2. | Plastic SB40 - Green | 11 | | 11 | |
| 3. | Plastic SB40 – Red/Green/Red | 6 | | 11 | |
| 4. | Plastic SB75 - Red | 1 | | 11 | |
| 5. | Plastic SB75 - Green | 5 | | 11 | |
| 6. | Starboard daymark *at James's Reef, structure is daymark attached to a highway signpost weighted by a barrel of rocks | 1 | | 11 | |
| 7. | Starboard daymark *at Dickson's Pilings, structure is daymark attached to highway signpost attached to broken piling | 1 | | 11 | |
| 8. | Porthand daymark *structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 11 | |
| 9. | Starboardhand daymark * structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 11 | |
| 10. | Table A – Total Evaluated Cost (Total Column D) | | | | |



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

| Item No. | Buoy Model/Description | Column A Quantity | Column B All-Inclusive Monthly Cost per Buoy <i>\$ (bidder to complete items 1 to 9)</i> | Column C Months | Column D Total Cost (AxBxC) <i>\$ (bidder to complete items 1 to 10)</i> |
|----------|---|----------------------|--|--------------------|---|
| 1. | Plastic SB40 - Red | 15 | | 12 | |
| 2. | Plastic SB40 - Green | 11 | | 12 | |
| 3. | Plastic SB40 – Red/Green/Red | 6 | | 12 | |
| 4. | Plastic SB75 - Red | 1 | | 12 | |
| 5. | Plastic SB75 - Green | 5 | | 12 | |
| 6. | Starboard daymark *at James's Reef, structure is daymark attached to a highway signpost weighted by a barrel of rocks | 1 | | 12 | |
| 7. | Starboard daymark *at Dickson's Pilings, structure is daymark attached to highway signpost attached to broken piling | 1 | | 12 | |
| 8. | Porthand daymark *structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 12 | |
| 9. | Starboardhand daymark * structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 12 | |
| 10. | Table B – Total Evaluated Cost (Total Column D) | | | | |



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

| Item No. | Buoy Model/Description | Column A Quantity | Column B All-Inclusive Monthly Cost per Buoy <i>\$ (bidder to complete items 1 to 9)</i> | Column C Months | Column D Total Cost (AxBxC) <i>\$ (bidder to complete items 1 to 10)</i> |
|----------|---|-------------------|---|-----------------|---|
| 1. | Plastic SB40 - Red | 15 | | 12 | |
| 2. | Plastic SB40 - Green | 11 | | 12 | |
| 3. | Plastic SB40 – Red/Green/Red | 6 | | 12 | |
| 4. | Plastic SB75 - Red | 1 | | 12 | |
| 5. | Plastic SB75 - Green | 5 | | 12 | |
| 6. | Starboard daymark *at James's Reef, structure is daymark attached to a highway signpost weighted by a barrel of rocks | 1 | | 12 | |
| 7. | Starboard daymark *at Dickson's Pilings, structure is daymark attached to highway signpost attached to broken piling | 1 | | 12 | |
| 8. | Porthand daymark *structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 12 | |
| 9. | Starboardhand daymark * structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 12 | |
| 10. | Table C – Total Evaluated Cost (Total Column D) | | | | |



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

| Item No. | Buoy Model/Description | Column A Quantity | Column B All-Inclusive Monthly Cost per Buoy <i>\$ (bidder to complete items 1 to 9)</i> | Column C Months | Column D Total Cost (AxBxC) <i>\$ (bidder to complete items 1 to 10)</i> |
|----------|---|-------------------|---|-----------------|---|
| 1. | Plastic SB40 - Red | 15 | | 12 | |
| 2. | Plastic SB40 - Green | 11 | | 12 | |
| 3. | Plastic SB40 – Red/Green/Red | 6 | | 12 | |
| 4. | Plastic SB75 - Red | 1 | | 12 | |
| 5. | Plastic SB75 - Green | 5 | | 12 | |
| 6. | Starboard daymark *at James's Reef, structure is daymark attached to a highway signpost weighted by a barrel of rocks | 1 | | 12 | |
| 7. | Starboard daymark *at Dickson's Pilings, structure is daymark attached to highway signpost attached to broken piling | 1 | | 12 | |
| 8. | Porthand daymark *structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 12 | |
| 9. | Starboardhand daymark * structure fixed to bridge. Visually checked by contractor, replacement done by CCG as required | 2 | | 12 | |
| 10. | Table D – Total Evaluated Cost (Total Column 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](#) (2022-12-01) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.2 Subsection 10 of [2010C](#) (2018-06-21) General Conditions - Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010C 10 (2018-06-21) 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 Contract Award to March 31, 2027 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Larry Hotte
 Procurement Specialist (Consultant)
 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: Laurent.Hotte@dfo-mpo.gc.ca

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

6.5.2 Project Authority (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 [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

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 SACC Manual Clause – A9117C (2007-11-30) T204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the [Income Tax Act](#), R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

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@canada.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 Yukon Territory.

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 _____ *(to be inserted at contract award)*

6.12 Foreign Nationals (Canadian Contractor) **AND/OR** (Foreign Contractor)

SACC Manual clause **A2000C** (2006-06-16) Foreign Nationals (Canadian Contractor)

AND/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. TITLE

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

2. BACKGROUND

2.1 Fisheries and Oceans Canada (DFO), Canadian Coast Guard (CCG) maintains a Seasonal Aids to Navigation System, consisting of thirty eight (38) unlighted buoys and six (6) unlighted beacons, on the Southern Lakes in Yukon Territory and British Columbia. The buoys are deployed in May right after the ice recedes and are checked for correct position once a month until they are recovered and stored in October, shortly before freeze up. The beacons are left in place all year and are checked for correct operation once a month during the navigation season. In addition to these planned monthly checks; repairs and repositioning are done as required.

3. OBJECTIVES OF THE REQUIREMENT

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

4. BACKGROUND, ASSUMPTIONS AND SPECIFIC SCOPE OF THE REQUIREMENT⁴

4.1 CCG is contracting out for the provision of placing, lifting/removal; maintaining and servicing of the following buoys/beacons as per Attachment 1 – Buoy Maintenance – Location and Technical Data and Attachment 2 – Beacon Maintenance – Location and Technical Data.

4.2 General Description of the Work:

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

5. TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

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

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



5.3 Work Specifications for Buoys

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

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

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

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

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

5.3.5 The Contractor must, as part of this Contract, lift, tow, land, dock, and replace in proper positions such buoys that require repairs, renewal, or repositioning, during the navigation season as often as is necessary. If any buoy or its mooring is lost and not recoverable through no fault of the Contractor, he/she must immediately notify the Project Authority.

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

5.3.7 The following types of work are fair and reasonable indications of the maintenance and repairs that must be carried out by the Contractor. This is not intended as a complete list of the Contractor's duties but is intended merely to illustrate the types of repair and maintenance which the Contractor is expected to perform.

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

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

6. BUOY POSITIONING METHOD

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

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

7. WORK SPECIFICATIONS FOR FIXED AIDS (BEACONS)

7.1 Following each inspection, a “Beacon Service Report (BSR)” must be submitted for each beacon



through SIPA mobile which is provided as a program on the CCG provided computer..

7.2 The Contractor must inspect each of the fixed aids covered by the contract monthly or more often as required to determine that it is functioning properly and that the characteristics displayed agree with those described in Attachment 2 to Annex A.

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

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

7.5 The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor on the fixed aids which are considered as normal under this contract. This is not intended as a complete list of the Contractor's duties, but is intended merely to illustrate the types of repair and maintenance work which the Contractor is expected to perform.

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

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

8. REPORTING REQUIREMENTS

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

9. CHANGE MANAGEMENT PROCEDURES

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority before the work commences. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

10. DFO, CCG OBLIGATIONS

10.1 Equipment

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



10.1.2 The Project Authority will be available to assist the Contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the service to be performed under this contract.

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

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

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

10.1.5 The delivery of equipment which the CCG undertakes to supply to the Contractor shall be shipped to the Contractor at CCG's expense. All marine aids to navigation, equipment or other materials provided to the Contractor under the terms of this Contract shall remain the property of CCG and must be returned to CCG at the end of the contract period.

11. INSPECTION

12.1 The Project Authority has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications described in this Statement of Work.

12. CONTRACTOR'S OBLIGATIONS

12.1 The Contractor must obtain and maintain all permits, licenses and certifications of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any changes imposed by such legislation or regulation. Upon request, the Contractor must provide a copy of any such permit, license or certification to Fisheries and Oceans Canada.

12.2 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.

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

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

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

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



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

12.6 The Contractor must return, in good condition, to CCG and as directed by the Project Authority at the termination of this Contract, the aids to navigation and all components, property, equipment, materials and supplies of CCG and must make good any loss or deficiency in respect thereto. Failure to return CCG equipment may result in delay or reduction of final payment. All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by CCG shall be the responsibility of the Contractor and used solely in connection with the Services required by this Contract.

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

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

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

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

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

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

13. HANDLING/LIFTING CAPACITY

13.1 The Contractor must have the capabilities to place and lift/remove the range of buoy and weights outlined in this Statement of Work.. Mmooring components including chain, shackles and counterweight vary for each site, to a maximum combined weight of 21 kg (weight of buoy and anchor noted separately). Therefore, the maximum lift capacity, including all components, required for this contract is 90 kg.

14. STORAGE FACILITIES

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

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

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



15. LANGUAGE OF WORK

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

16. TRAVEL AND LIVING EXPENSES

16.1 Travel and living expenses incurred by the Contractor in the performance of the services described in this Statement of Work will not be reimbursed by DFO.



ANNEX "A-1"

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

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



16. Contractors should always be aware of their surroundings to ensure that the vessel does not drift on top of the hazard that is being marked by the floating aid.
17. During retrieval operations contractors are to ensure that the mooring stone is not fouled to the bottom.
18. While towing the mooring stone towards the shore contractors should keep to the deep water channel to prevent it from fouling in the bottom.
19. Contractors should have local knowledge of the area, have experience with marine operations, and know the state of water levels, water depth, and strength of current in the area.

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

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



Attachment 1 to Annex A - Buoy Maintenance - Location and Technical Data

Attachment 1 to Annex A - Buoy Maintenance - Location and Technical Data is included as a separate document and forms part of this Annex A – Statement of Work.

Attachment 2 to Annex A - Beacon Maintenance Location Data

Attachment 2 to Annex A - Beacon Maintenance Location Data is included as a separate document and forms part of this Annex A – Statement of Work.



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 proponent 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 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. | | |
| M2 | The Bidder must provide, with their bid submission, a copy of their Pleasure Craft Operator Card as per the Competency of Operators of Pleasure Craft Regulations issued by Transport Canada. | | |
| M3 | The Bidder must provide with their bid submission a copy of their valid certificate of registry with Transport Canada as a work boat | | |
| M4 | The Bidder must confirm, with their bid submission, that they have a fully functioning GPS and depth sounder 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.



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- i. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. 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.