

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

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REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Placing, Lifting, Re Servicing Buoys in				Date May 13, 2024
Solicitation No. / No. 30005456	° de l'invitation	Amendment No. / Nº de la modification 001		
Solicitation Closes	/ L'invitation p	rend fir	1	
At /à: 2:00 PM				
EDT (Eastern Daylig	tht Time) / HAE	(Heure	Avancée de l'I	Est)
On / le: June 3, 20)24			
			Duty / Droit See herein -	s — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus				
Instructions See herein — Voir c	i-inclus			
Address Inquiries to Adresser toute den Richard Soulliere, Soullie	nande de rense			
Email / Courriel:				
DFO.Tenders-Soum Richard.soulliere@d		dfo-mpo	<u>gc.ca</u> and	
Delivery Required A exigée See herein — Voir e		Deliver propos	y Offered / Li ée	vraison
Vendor Name, Add adresse et représe				
Telephone No. / No. de téléphone Email / Adresse courriel				rriel
Name and title of p (type or print) / Nom du fournisseur (tap	et titre de la p	ersonne	autorisée à	signer au nom

Date

Signature

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PART 1 - GENERAL INFORMATION

1.1. Security Requirements

- 1. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses; and
 - (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

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.

- a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual-0) issued by Public Works and Government Services Canada.
- b) 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.
- c) The <u>2003</u> (2023-06-28) Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- d) Subsection 5.4 of <u>2003</u>, Standard Instructions Goods or Services Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.1.1. Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The Bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.1.2. Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the Bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- 5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2. Submission of Bids

- i. Bids must be submitted only to the two email addresses indicated on page 1 of the bid solicitation by the date and time indicated on page 1 of the bid solicitation.
- ii. Due to the nature of the bid solicitation, bids transmitted by facsimile, courier, or postal mail to DFO will not be accepted.

2.3. Enquiries - Bid Solicitation

- i. All enquiries must be submitted in writing to the Contracting Authority no later than six (6) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- ii. 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

- i. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.
- ii. 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(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 <u>all</u> its **email** bid in separately saved sections as follows and **prior to the bid closing date and time to both email address** on page one of this solicitation:

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

Important Notes:

- i. 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.
- ii. 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.
- iii. Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.
- iv. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
 - (a) use 8.5 x 11 inch (216 mm x 279 mm) letter-size pages;
 - (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

- i. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders must identify the stream(s) for which they are submitting a bid. For each stream selected by the Bidder, the Bidder MUST submit a proposal for ALL areas within that stream. The four streams are identified in the Pricing Schedule at Attachment 1 to Part 3.
- ii. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

In Section III of their bid, the Bidder must submit:

- i. A completed and signed cover page of this solicitation; and
- ii. the certifications and additional information required under Part 5 (including Attachment 1 to Part 5).

Bidders are also asked to provide Attachment 2 to Part 5 with their bid.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

- i. The Bidder must complete this pricing schedule and include it in its financial bid. Bidders must submit a bid for any combination of stream 1, 2, 3, and/or 4. Customs duties are included and **Applicable Taxes are extra**.
- ii. 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. Any changes to the estimated quantity will be rejected and that bid will be declared non-responsive.
- iii. 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.
- iv. The definitions of the contract periods are as follows:

Contract Period 1: From contract award to June 30, 2025 (inclusive) Contract Period 2: From July 1, 2025 to June 30, 2026 (inclusive) Option Period 1: From July 1, 2026 to June 30, 2027 (inclusive) Option Period 2: From July 1, 2027 to June 30, 2028 (inclusive)

This means the period of any resulting contract will be from contract award to June 30, 2026 (inclusive). Exercising an option period will be effected by way of a duly signed amendment. Also, for each area, Bidders may propose different prices for (a) different buoy types as well as (b) contract/option periods. Prices do not need to be the same for all types of buoys or for each contract/option period.

v. Bidders have the choice of submitting a bid for stream 1, stream 2, stream 3, stream 4, or any combination of those streams. Any stream for which the Bidder is submitting a bid **MUST include ALL areas in that stream**. Any bid that does not provide complete pricing tables for all areas in a given stream will deemed non-responsive for that stream. The areas in New Brunswick requiring services are broken down into the four streams in the following table:

Stream 1: Northern N.B.	Stream 2: Eastern N.B.	Stream 3: Southern N.B.	Stream 4: Tabustinac
Bay du Vin	Aldouane	Black's Harbour	Tabustinac
Caraquet	Bouctouche Harbour	Grand Manan	-
Fox Dens Gully	Cape Tormentine	L'Etete	-
Miramichi – Newcastle to Bridgetown	Kouchibouguac	Magaguadavic River	-
Miramichi – Northwest & Southwest	Grandique	Musquash River to Dipper Harbour	-
Miscou	Harshman's Brook	Quoddy River	-
Pokemouche	Richibucto – Harbour & River	St. John Harbour	-
Portage Gully	Richibucto – Rexton to Brown's Yard	St. Andrew's & Chamcook Channel	-
Shippagan	Robichaud	St. Croix River	-
Tracadie – North Gully	Shediac	-	-
Tracadie – South Gully	Shediac Bridge	-	-
-	St. Louis & Polonie River	-	-

STREAM 1 - Northern N.B.

Area: Bay du Vin

Type and Number of Aids:	0.4m SB40	0.3m ORT	Stakes	0.6m SB60	0.75m Plastic Can (SB75)	0.8m SB 75 Conical Plastic	1.5m SB 98 Plastic
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	5	31	5	4	5	7	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Baie du Vin:				\$ [Bidder to insert]			
(= sum of estimated prices (from previous row))						_	

Area: Caraquet

Type and Number of Aids:	0.3m ORT	0.6m SB60	0.6m Spar (Long)	0.75m Swift Current	1.5m SB 98 Plastic
Firm Unit Price During	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder
Contract Period 1	to insert]	to insert]	to insert]	insert]	to insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder
Contract Period 2	to insert]	to insert]	to insert]	insert]	to insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	8	2	15	1	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	(C = A x B) insert] inser		insert]	insert]	insert]
Total Bid Price for all Pe (= sum of estimated price	\$ [Bidder to	insert]			

Area: Fox Dens Gully

Type and Number of Aids:	0.4m SB40	0.6m SB60	0.75m Swift Current	SLB700
Firm Unit Price During	\$ [Bidder	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	to insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	to insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	to insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	to insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]
Estimated Quantity (B)	11	1	9	2
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]
Total Bid Price for all Pe (= sum of estimated price	\$ [Bidder to in	sert]		

Area: Miramichi - Newcastle to Bridgetown

Type and Number of Aids:	0.3m Spar PI ORT	0.8m SB 75 Conical Plastic
Firm Unit Price During	\$ [Bidder to insert]	\$ [Bidder to insert]
Contract Period 1		_
Firm Unit Price During	\$ [Bidder to insert]	\$ [Bidder to insert]
Contract Period 2		
Firm Unit Price During Option	\$ [Bidder to insert]	\$ [Bidder to insert]
Period 1*		
Firm Unit Price During Option	\$ [Bidder to insert]	\$ [Bidder to insert]
Period 2*		
Sum of Prices (A)	\$ [Bidder to insert]	\$ [Bidder to insert]
(= sum of column)		
Estimated Quantity (B)	17	1
Estimated Price (C = A x B)	\$ [Bidder to insert]	\$ [Bidder to insert]
Total Bid Price for all Periods		
Newcastle to Bridgetown:	\$ [Bidder to insert]	
(= sum of estimated prices (fro	m previous row))	

Area: Miramichi - NW & SW

Type and Number of Aids:	0.4m SB40	0.3m ORT
Firm Unit Price During	\$ [Bidder to insert]	\$ [Bidder to insert]
Contract Period 1		
Firm Unit Price During	\$ [Bidder to insert]	\$ [Bidder to insert]
Contract Period 2		
Firm Unit Price During Option	\$ [Bidder to insert]	\$ [Bidder to insert]
Period 1*		
Firm Unit Price During Option	\$ [Bidder to insert]	\$ [Bidder to insert]
Period 2*		
Sum of Prices (A)	\$ [Bidder to insert]	\$ [Bidder to insert]
(= sum of column)		
Estimated Quantity (B)	14	21
Estimated Price ($C = A \times B$)	\$ [Bidder to insert]	\$ [Bidder to insert]
Total Bid Price for all Periods		
Newcastle to Bridgetown:	\$ [Bidder to insert]	
(= sum of estimated prices (fro	m previous row))	

30005456 - 001

Area: Miscou

Type and Number of Aids:	0.6m SB 60 Spar Pl	GDI 0.9m Conical	SB40	SB60	SB75	SLB700
Firm Unit Price During	\$ [Bidder to					
Contract Period 1	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]					
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]					
Firm Unit Price During	\$ [Bidder to					
Option Period 2*	insert]	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to					
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	3	2	12	5	11	6
Estimated Price	\$ [Bidder to					
(C = A x B)	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Miscou: (= sum of estimated prices (from previous row))					\$ [Bidder to	insert]

Area: Pokemouche

Type and Number of Aids:	0.4m SB40	2ft11in WB390	Stakes	SLB700RB
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from
Contract Period 1	financial bid]	bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from
Contract Period 2	financial bid]	bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from
Option Period 1*	financial bid]	bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from
Option Period 2*	financial bid]	bid]	financial bid]	financial bid]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]
Estimated Quantity (B)	14	5	46	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]
Total Bid Price for all Period (= sum of estimated prices (fr	\$ [Bidder to in	nsert]		

Canada Canada 30005456 - 001

Area: Portage Gully

Type and Number of Aids:	0.3m Spar Plastic (ORT)	0.6m SB60 PI	0.8m SB 75 Plastic	1.5m SB 98 Plastic	GDI 0.9m	GDI 2M
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	14	3	1	1	3	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all P	\$ [Bidder to i	nsert]				

Area: Shippagan

Table 1 (of 2) for Shippagan

Type and Number of Aids:	0.3m ORT	0.6m ice spar	0.6m SB60 spar	0.6m spar long	0.6m steel spar	0.75m SB105	0.75m swift current
Firm Unit Price During	\$ [Bidder to						
Contract Period 1	insert]						
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]						
Firm Unit Price During	\$ [Bidder to						
Option Period 1*	insert]						
Firm Unit Price During	\$ [Bidder to						
Option Period 2*	insert]						

Type and Number of	0.3m ORT	0.6m ice	0.6m SB60	0.6m spar	0.6m steel	0.75m	0.75m swift
Aids:		spar	spar	long	spar	SB105	current
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity	23	9	3	4	3	4	1
(B)							
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
$(C = A \times B)$	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Shippagan – Table 1:				\$ [Bidder to i	nsert]		
(= sum of estimated prices (from previous row))					_	-	

Table 2 (of 2) for Shippagan

Type and Number of Aids:	0.8m SB75	2ft11in Tideland (WB390)	GDI 0.9m	GP103 Plastic Fast Water Buoy
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Contract Period 1	insert]	insert]	to insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Contract Period 2	insert]	insert]	to insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Option Period 1*	insert]	insert]	to insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Option Period 2*	insert]	insert]	to insert]	
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
(= sum of column)	insert]	insert]	to insert]	
Estimated Quantity (B)	2	2	2	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
$(C = A \times B)$	insert]	insert]	to insert]	
Total Bid Price for all Period (= sum of estimated prices (fr	\$ [Bidder to insert]			

Total Bid Price for all Periods for ALL Buoys for Shippagar	n: \$ [Bidder to insert]
(= Total Bid Price for all Periods for Shippagan (Table 1) + Tot	tal Bid Price
for all Periods for Shippagan (Table 2))	

Area: Tracadie - North Gully

Type and Number of Aids:	0.4m SB40	0.8 SB75 PL	Stakes	2ft11in WB390
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Contract Period 1	insert]	insert]	to insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Contract Period 2	insert]	insert]	to insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Option Period 1*	insert]	insert]	to insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
Option Period 2*	insert]	insert]	to insert]	
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
(= sum of column)	insert]	insert]	to insert]	
Estimated Quantity (B)	5	3	4	9
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]
(C = A x B)	insert]	insert]	to insert]	
Total Bid Price for all Period	\$ [Bidder to			
(= sum of estimated prices (fr	insert]			

Area: Tracadie - South Gully

Type and Number of Aids:	0.4m SB40	0.3m ORT	2ft11in WB390	Stakes	GDI680	0.6m SB60	2.0 Mobilis Trackless
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to insert]
Contract Period 1	insert]	to insert]	insert]	to insert]	to insert]	insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to insert]
Contract Period 2	insert]	to insert]	insert]	to insert]	to insert]	insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to insert]
Option Period 1*	insert]	to insert]	insert]	to insert]	to insert]	insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to insert]
Option Period 2*	insert]	to insert]	insert]	to insert]	to insert]	insert]	
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder	\$ [Bidder to	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to insert]
(= sum of column)	insert]	to insert]	insert]	to insert]	to insert]	insert]	
Estimated Quantity (B)	2	3	8	37	1	1	1
Estimated Price	\$ [Bidder to	\$ [Bidder	\$ [Bidder to	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to insert]
(C=AxB)	insert]	to insert]	insert]	to insert]	to insert]	insert]	
Total Bid Price for all Periods for Tracadie - South Gully:						\$ [Bidder to	insert]
= sum of estimated prices (from previous row))							

Area	Total Bid Price for all Periods
Bay du Vin	\$ [Bidder to insert]
Caraquet	\$ [Bidder to insert]
Fox Dens Gully	\$ [Bidder to insert]
Miramichi – Newcastle to Bridgetown	\$ [Bidder to insert]
Miramichi – Northwest & Southwest	\$ [Bidder to insert]
Miscou	\$ [Bidder to insert]
Pokemouche	\$ [Bidder to insert]
Portage Gully	\$ [Bidder to insert]
Shippagan	\$ [Bidder to insert]
Tracadie – North Gully	\$ [Bidder to insert]
Tracadie – South Gully	\$ [Bidder to insert]
Total Evaluated Price for Stream 1 (Northern N.B.): (= sum of column)	\$ [Bidder to insert]

Stream 2: Eastern N.B.

Area: Aldouane

Type and Number of Aids:	0.4m SB40	0.3m ORT	0.8m SB 75 Conical Plastic	2ft11in WB390	Stakes
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]
Estimated Quantity	54	4	1	2	2
(B)					
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Po (= sum of estimated price	\$ [Bidder to i	nsert]			

Area: Bouctouche Harbour

Type and Number of Aids:	0.4m SB40	0.3m ORT	Stakes	0.6m SB60	0.75m Plastic Can (SB75)	0.8m SB 75 Conical Plastic	1.5m SB 98 Plastic
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to				
Contract Period 1	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to				
Contract Period 2	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to				
Option Period 1*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to				
Option Period 2*	insert]	insert]	insert]	insert]	insert]	insert]	insert]

Type and Number of Aids:	0.4m SB40	0.3m ORT	Stakes	0.6m SB60	0.75m Plastic Can (SB75)	0.8m SB 75 Conical Plastic	1.5m SB 98 Plastic
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to				
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	21	8	1	1	3	3	9
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to				
(C = A x B) insert] insert] insert] Total Bid Price for all Periods for Bouctouche Harbour: (= sum of estimated prices (from previous row))					insert] \$ [Bidder to i	insert]	insert]

Area: Cape Tormentine

Type and Number of Aids:	0.3m ORT
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]
Sum of Prices (A)	\$ [Bidder to insert]
(= sum of column)	
Estimated Quantity (B)	3
Estimated Price (C = A x B)	\$ [Bidder to insert]
Total Bid Price for all Periods for Cape Tormentine:	\$ [Bidder to
(= sum of estimated prices (from previous row))	insert]

Area: Grandique

Type and Number of Aids:	0.4m SB40	0.8m SB 75 Plastic	Stakes
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Contract Period 1	insert]		insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Contract Period 2	insert]		insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Option Period 1*	insert]		insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Option Period 2*	insert]		insert]

Type and Number of Aids:	0.4m SB40	0.8m SB 75 Plastic	Stakes		
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to		
(= sum of column)	insert]		insert]		
Estimated Quantity (B)	4	1	2		
Estimated Price	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to		
$(C = A \times B)$	insert]		insert]		
Total Bid Price for all Periods for Grandique: \$ [Bidder to					
(= sum of estimated prices (from previous row)) insert]					

Area: Harshman's Brook

Type and Number of Aids:	0.3m ORT
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]
Sum of Prices (A)	\$ [Bidder to insert]
(= sum of column)	
Estimated Quantity (B)	4
Estimated Price (C = A x B)	\$ [Bidder to insert]
Total Bid Price for all Periods for	\$ [Bidder to insert]
Harshman's Brook:	
(= sum of estimated prices (from previous row))	

Area: Kouchibouguac

Type and Number of Aids:	0.4m SB40	0.3m ORT	2ft11in WB390	Stakes	0.8m SB 75 Conical Plastic
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]

Type and Number of Aids:	0.4m SB40	0.3m ORT	2ft11in WB390	Stakes	0.8m SB 75 Conical Plastic
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	27	3	4	34	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
$(C = A \times B)$	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Cape Tormentine: (= sum of estimated prices (from previous row))				\$ [Bidder to in	nsert]

Area: Richibucto Harbour & River

Fisheries and Oceans Canada

Type and Number of Aids:	0.4m SB40	0.3m Spar ORT	0.75m Plastic Can (SB75)	0.8m SB 75 Plastic	2ft 11in Tideland/NPL (WB-390)	GDI 0.9m	GP103 Plastic Can Fast Water Buoy
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity (B)	10	2	1	2	7	6	1
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Richibucto Harbour & River: (= sum of estimated prices (from previous row))					\$ [Bidder to	insert]	



Type and Number of Aids:	0.4m SB40
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]
Sum of Prices (A)	\$ [Bidder to insert]
(= sum of column)	
Estimated Quantity (B)	60
Estimated Price (C = A x B)	\$ [Bidder to insert]
Total Bid Price for all Periods for Rexton's to	
Brown's Yard:	\$ [Bidder to insert]
(= sum of estimated prices (from previous row))	

Area: Robichaud

Type and Number of Aids:	0.3m ORT	2ft11in WB390	0.8m SB 75 Conical Plastic	
E: 11 " D : D :	Φ.FD: 1.1. 4			
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	
Contract Period 1	insert]	insert]	insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	
Contract Period 2	insert]	insert]	insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	
Option Period 1*	insert]	insert]	insert]	
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	
Option Period 2*	insert]	insert]	insert]	
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	
(= sum of column)	insert]	insert]	insert]	
Estimated Quantity (B)	1	1	1	
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	
$(C = A \times B)$	insert]	insert]	insert]	
Total Bid Price for all Period	\$ [Bidder to			
(= sum of estimated prices (from previous row)) insert]				

Area: Shediac

Type and Number of Aids:	0.4m SB40	0.3m ORT	1.5m SB 98 Plastic	Stakes*	GDI680	0.6m SB60	SLB700RB
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	to insert]		to insert]	to insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	to insert]		to insert]	to insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	to insert]		to insert]	to insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	to insert]		to insert]	to insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	to insert]		to insert]	to insert]	insert]	insert]
Estimated Quantity (B)	10	10	2	20*	1	4	3
Estimated Price	\$ [Bidder to	\$ [Bidder	\$ [Bidder to insert]	\$ [Bidder	\$ [Bidder	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	to insert]	_	to insert]	to insert]	insert]	insert]
Total Bid Price for all Periods for Shediac:						\$ [Bidder to	insert]
(= sum of estimated prices (from previous row))							

^{*} Stakes for Shediac (above) are in two groups of ten.

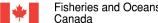
Area: Shediac Bridge

Type and Number of Aids:	0.4m SB40
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]
Sum of Prices (A)	\$ [Bidder to insert]
(= sum of column)	
Estimated Quantity (B)	19
Estimated Price	\$ [Bidder to insert]
(C = A x B)	
Total Bid Price for all Periods for Shediac Bridge:	\$ [Bidder to
(= sum of estimated prices (from previous row))	insert]

Area: St. Louis & Polonie River

Type and Number of Aids:	0.4m SB40	0.8m SB 75	2ft11in WB390	0.3m spar plastic (ORT)	Stakes
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]		insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]		insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]		insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]		insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]		insert]
Estimated Quantity (B)	9	2	10	11	81
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]		insert]
Total Bid Price for all Periods for St. Louis & Polonie River:				\$ [Bidder to insert]	
(= sum of estimated prices (from previous row))					

Area	Total Bid Price for all Periods
Aldouane	\$ [Bidder to insert]
Bouctouche Harbour	\$ [Bidder to insert]
Cape Tormentine	\$ [Bidder to insert]
Grandique	\$ [Bidder to insert]
Harshman's Brook	\$ [Bidder to insert]
Kouchibouguac	\$ [Bidder to insert]
Richibucto – Harbour & River	\$ [Bidder to insert]
Richibucto – Rexton to Brown's Yard	\$ [Bidder to insert]
Robichaud	\$ [Bidder to insert]
Shediac	\$ [Bidder to insert]
Shediac Bridge	\$ [Bidder to insert]
St. Louis & Polonie River	\$ [Bidder to insert]
Total Evaluated Price for Stream 2 (Eastern N.B.):	\$ [Bidder to insert]



Area	Total Bid Price for all Periods
(= sum of column)	

Stream 3: Southern N.B.

Area: Black's Harbour

Type and Number of Aids:	0.6m SB60	1.5m SB 98			
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]	\$ [Bidder to insert]			
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]	\$ [Bidder to insert]			
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]	\$ [Bidder to insert]			
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]	\$ [Bidder to insert]			
Sum of Prices (A)	\$ [Bidder to insert]	\$ [Bidder to insert]			
(= sum of column)					
Estimated Quantity (B)	9	1			
Estimated Price	\$ [Bidder to insert]	\$ [Bidder to insert]			
$(C = A \times B)$					
Total Bid Price for all Periods for Black'	\$ [Bidder to insert]				
(= sum of estimated prices (from previous	(= sum of estimated prices (from previous row))				

Area: Grand Manan

Type and Number of Aids:	0.6m SB60	1.4m Buoy	SB 285	GDI 1.22m Can	SB-138 Plastic (Tideland)	1.5m SB 98 Plastic
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]	\$ [Bidder to insert]				
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]	\$ [Bidder to insert]				
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]	\$ [Bidder to insert]				
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]	\$ [Bidder to insert]				
Sum of Prices (A) (= sum of column)	\$ [Bidder to insert]	\$ [Bidder to insert]				
Estimated Quantity (B)	12	2	1	1	1	4

Estimated Price	\$ [Bidder to	\$ [Bidder to				
$(C = A \times B)$	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Grand Manan:					¢ [Diddor to i	noort1
(= sum of estimated prices (from previous row))					\$ [Bidder to in	nsertj

Area: L'Etete

Type and Number of	0.6m	1.4m	1.25m	1.2m	GDI	1.5m SB	SB-138	0.75m SB	2ft 11in
Aids:	SB60	Buoy	Plastic Con	Coastal Conical	1.22m Can	98 Plastic	Plastic (Tideland)	105 Conical	Tideland/NPL (WB-390)
Firm Unit Price During	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to
Contract Period 1	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to
Contract Period 2	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to
Option Period 1*	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	insert]
Firm Unit Price During	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to
Option Period 2*	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	insert]
Sum of Prices (A)	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to
(= sum of column)	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	insert]
Estimated Quantity (B)	14	1	2	1	3	3	1	1	1
Estimated Price	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder	\$ [Bidder to
(C = A x B)	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	to insert]	insert]
Total Bid Price for all Periods for L'Etete: (= sum of estimated prices (from previous row))					\$ [Bidder to	insert]			

Area: Magaguadavic River

Type and Number of Aids:	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]
Sum of Prices (A)	\$ [Bidder to insert]
(= sum of column)	
Estimated Quantity (B)	15

Estimated Price (C = A x B)	\$ [Bidder to insert]
Total Bid Price for all Periods for	\$ [Bidder to insert]
Magaguadavic River:	
(= sum of estimated prices (from previous row))	

Area: Musquash River to Dipper Harbour

Type and Number of Aids:	0.6m SB60	GDI 0.9m Conical	GDI 1.22m Tower	0.3m Spar-Conical Plastic (ORT)		
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]		
Contract Period 1	insert]	insert]	insert]			
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]		
Contract Period 2	insert]	insert]	insert]			
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]		
Option Period 1*	insert]	insert]	insert]			
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]		
Option Period 2*	insert]	insert]	insert]			
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]		
(= sum of column)	insert]	insert]	insert]			
Estimated Quantity (B)	4	1	1	11		
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]		
$(C = A \times B)$	insert]	insert]	insert]			
Total Bid Price for all Period	\$ [Bidder to insert]					
(= sum of estimated prices (fr	(= sum of estimated prices (from previous row))					

Area: Quoddy River

Type and Number of Aids:	0.6m SB60	1.5M GDI HDPE skirt	GDI 1.22m Conical	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]
Sum of Prices (A) (= sum of column)	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]	\$ [Bidder to insert]

Estimated Quantity (B)	19	1	1	1	
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to insert]	
$(C = A \times B)$	insert]	insert]	insert]		
Total Bid Price for all Periods for Quoddy River: \$ [Bidder to ins					
(= sum of estimated prices (from previous row))					

Area: St. Andrews & Chamcook Channel

Type and Number of Aids:	0.6m SB60	0.75m SB 105 Conical	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to insert]
Contract Period 1	insert]		
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to insert]
Contract Period 2	insert]		
Firm Unit Price During Option	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to insert]
Period 1*	insert]		
Firm Unit Price During Option	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to insert]
Period 2*	insert]		
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to insert]
(= sum of column)	insert]		
Estimated Quantity (B)	11	2	2
Estimated Price	\$ [Bidder to	\$ [Bidder to insert]	\$ [Bidder to insert]
(C = A x B)	insert]	_	
Total Bid Price for all Periods	\$ [Bidder to insert]		
(= sum of estimated prices (fro			

Area: St. Croix River

Type and Number of Aids:	0.6m SB60	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]	\$ [Bidder to insert]
Sum of Prices (A) (= sum of column)	\$ [Bidder to insert]	\$ [Bidder to insert]

Estimated Quantity (B)	1	10
Estimated Price	\$ [Bidder to insert]	\$ [Bidder to insert]
$(C = A \times B)$		
Total Bid Price for all Periods	for St. Croix River:	\$ [Bidder to insert]
(= sum of estimated prices (fro	_	

Area: St. John Harbour

Type and Number of Aids:	0.6m SB60	0.7m Ice Conical	1.25m Plastic Can	GDI 1.22m Can	2m Balmoral Ele. Plas.	1.5m SB 98 Plastic	1.6m Coastal Conical
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Estimated Quantity	7	1	2	3	1	1	1
(B)							
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for St. John Harbour:				\$ [Bidder to insert]			
(= sum of estimated prices (from previous row))							

Area	Total Bid Price for all Periods		
Black's Harbour	\$ [Bidder to insert]		
Grand Manan	\$ [Bidder to insert]		
L'Etete	\$ [Bidder to insert]		
Magaguadavic River	\$ [Bidder to insert]		
Musquash River to Dipper Harbour	\$ [Bidder to insert]		
Quoddy River	\$ [Bidder to insert]		
St. Andrew's & Chamcook Channel	\$ [Bidder to insert]		

Area	Total Bid Price for all Periods
St. Croix River	\$ [Bidder to insert]
St. John Harbour	\$ [Bidder to insert]
Total Evaluated Price for Stream 3 (Southern N.B.): (= sum of column)	\$ [Bidder to insert]

Stream 4: Tabustinac

Area: Tabustinac

Type and Number of Aids:	0.4m SB40	2ft11in WB390	SLB700RB	Stakes	0.3m Spar Plastic (ORT)
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 1	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Contract Period 2	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 1*	insert]	insert]	insert]	insert]	insert]
Firm Unit Price During	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
Option Period 2*	insert]	insert]	insert]	insert]	insert]
Sum of Prices (A)	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(= sum of column)	insert]	insert]	insert]	insert]	insert]
Estimated Quantity	4	14	1	55	11
(B)					
Estimated Price	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to	\$ [Bidder to
(C = A x B)	insert]	insert]	insert]	insert]	insert]
Total Bid Price for all Periods for Stream 4 - Tabusintac: (= sum of estimated prices (from previous row))				\$ [Bidder to insert]	

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 corporate evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Technical Evaluation

All technical evaluation criteria are included in Attachment 1 to Part 4 – Evaluation Criteria.

4.1.2. Financial Evaluation

- i. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- ii. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3 for each stream. Any changes to the estimated quantities will not be accepted and the bid will be declared non-responsive.

4.2. Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all applicable mandatory technical evaluation criteria to be declared responsive for a given stream. The responsive bid with the lowest evaluated price for stream 1 will be recommended for award of a contract for all areas covered in stream 1. The responsive bid with the lowest evaluated price for stream 2 will be recommended for award of a contract for all areas covered in stream 2. The responsive bid with the lowest evaluated price for stream 3 will be recommended for award of a contract for all areas covered in stream 3. The responsive bid with the lowest evaluated price for stream 3 will be recommended for award of a contract for all areas covered in stream 4. If a Bidder will be awarded a contract for more than one stream, one contract will be awarded to cover the streams won by that Bidder.

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

- i. The bid must meet all the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet any of the mandatory technical criteria will be declared non-responsive for all streams.
- ii. Each mandatory technical criterion should be addressed separately.

The mandatory technical criteria are:

#	Description of Mandatory Technical Criterion (MT)	Cross-Reference to Proposal [Bidder to insert]			
MT1	The Bidder MUST provide a copy of any of the following Transport Canada document for the vessel it proposes to use to do the Work (in Annex A) by bid closure:				
	 a) Inspection certificate for a Vessel Exceeding 15 Tons Gross Tonnage But Not Exceeding 150 Gross Tonnage Plying As A Non-Passenger Vessel that explicitly indicates Workboat as vessel type; OR b) a Letter of Confirmation of Participation in the Small Vessel Compliance Program (Non-Pleasure Craft) (SVCP) for vessels up to 15 Gross Tons; OR c) a copy of the blue decal. 				
	Fishing vessels will NOT be accepted. Proof that the proposed vessel is a workboat is required with the bid.				
MT2	The Bidder MUST , by bid closure, provide a copy of the assessment of stability of the proposed vessel clearly indicating the maximum lifting restriction of the vessel (AKA stability booklet). Maximum lifting capabilities must be sufficient to allow the Bidder to lift and service the heaviest buoy and anchor listed combination in the area for which they have bid.				

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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2. Additional Certifications Required with the Bid

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5, Bid Submission Form.

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 (https://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. 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 in Section 1 in Attachment 2 to Part 5 before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

5.2.3.2. Contractor's Representative

Section 2 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by the Bidder.

5.2.3.3. Official Languages

Section 3 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders regarding their submission.

5.2.3.4. Supplementary Contractor Information

Section 4 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by the Bidder.

5.2.3.5. Submission of Only One Bid

Section 5 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders regarding their submission.

5.2.3.6. Attestation of All Preceding Certifications

Section 6 in Attachment 2 to Part 5 contains the certification that must be signed by the Bidder regarding all certifications provided in Attachment 2 to Part 5.

5.2.3.7. List of Names for Integrity Verification

Section 7 in Attachment 2 to Part 5 contains the information that must be provided by the Bidder and a link to a form that Bidders may use.

Solicitation & Amendment No. – № de l'invitation et la modification de la sollicitation: 30005456 - 001

ATTACHMENT 1 TO PART 5 - BID SUBMISSION FORM

The Bidder must complete and submit the following in its bid:

BID SUBMISSION FORM					
Bidder's Full Legal Name (For joint ventures, this must be the representative member of the joint venture.)					
Authorized Representative of Bidder for	Name				
Evaluation Purposes (e.g., clarifications)	Title				
	Address				
	Telephone #				
	Email				
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.] Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in the solicitation)					
Joint Venture Information: To be provided only if the Bidder is a joint venture.	Members of the	e joint			
	Representative of the joint vent				
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.					
Signature of Authorized Representative of the Bidder and Date					

Solicitation & Amendment No. – № de l'invitation et la modification de la sollicitation: 30005456 - 001

ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Former Public Servant

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.

As per the above definitions, is the Bidder a FPS? Yes () No ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2. Contractor's Representative

If a resulting c	ntract is awarded to the Bidder, the Contractor's Representative for the Contract will be:
Name:	
Title:	
Address:	
Telephone:	
E-mail:	

3. Official Languages

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, the Contractor's Representative and any people performing the Work in Annex A will be able to communicate in English or French. Each of these people must be able to communicate orally and in writing in English or French without any assistance and with minimal errors.

4. **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 Bidder hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of the Bidder:

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 Bidder (individual, unincorporated business, corporation, or partnership)

For individuals and unincorporated businesses, the Bidder's SIN and, if applicable, the c) 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 provided:
5. Submissio	on of Only One Bid
By submitting Bidder.	a bid, the Bidder is certifying that it does not consider itself to be related to any other
6. Attestation	n of All Preceding Certifications
The following	attestation must be signed by the Bidder or an authorized agent of the Bidder:
"I attest and o	certify that all the above declarations are true and complete in every regard."
SIGNATURE	: DATE:
PRINTED NA	ME:

7. List of Names for Integrity Verification

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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's organizational structure:

- Bidders 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.
- Bidders 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.
- Bidders that are a partnership do not need to provide a list of names.

Bidders may use the <u>integrity verification form</u> (available at https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html) 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 Bidder 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1. **Security Requirements**

- 6.1.1. The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.
- Security Clauses #1 No Security Requirement, escort required at DFO site(s), except for public zones.
- 6.1.1.1. The Contractor and all individuals assigned to work on the Contract MUST NOT have access to PROTECTED or CLASSIFIED information/assets
- 6.1.1.2. The Contractor and all individuals assigned to work on the Contract MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 6.1.1.3. The Contractor and all individuals assigned to work on the Contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- **6.1.1.4.** Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in 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://canadabuys.canada.ca/en/how-procurementworks/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual-0) issued by Public Works and Government Services Canada.

6.3.1. General Conditions

- 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 (2022-12-01), General Conditions Services (Medium Complexity) -Invoice submission, is amended as follows:

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

Insert: Invoice submission

Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> with a cc to the Project Authority and <u>[email address to be provided at contract award]</u> (the admin/"AP Coder"). 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 and the admin/"AP Coder". **Note:** Invoice will be return to the Contractor if that information is not provided);
- 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
- if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from date of Contract to June 30, 2026 inclusive.

6.4.2. Period of the Contract

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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:

Name: Richard Soulliere

Title: Senior Contracting Officer Fisheries and Oceans Canada

Address: 200 Kent St., Ottawa, ON, K1A 0E6

Telephone: 343-576-2873

E-mail address: Richard.soulliere@dfo-mpo.gc.ca

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

6.5.2. Project Authority

The Project Authority for the Contract [will be identified at contract award].

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

The Contractor's Representative for the Contract [will be determined at contract award].

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

[Note to Bidders: The above clause will be deleted if the Contractor of any resulting contract from this solicitation is not a former public servant.]

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 in accordance with the Basis of Payment in Annex B up to the amount stated on page one of the Contract, less Applicable Taxes. Customs duties and Applicable Taxes are included. ii. 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

- A. Canada's total liability to the Contractor under the Contract must not exceed the amount stated on page one of the Contract, less Applicable Taxes. Customs duties and Applicable Taxes are included.
- B. 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:
 - 1. when it is 75 percent committed, or
 - 2. four (4) months before the Contract expiry date, or
 - 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

C. 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. Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

6.7.4. Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

6.7 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.1.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.



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 the Project Authority and *[email address to be provided at contract award]* (the admin/"AP Coder") and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10. Applicable Laws

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

Note to Bidders: The above clause may be modified if the winning Bidder selected a different province or territory in their bid.

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 (2022-12-01), Services (Medium Complexity);
- (c) Annex A, Statement of Work including all its attachments;
- (d) Annex C, Insurance Requirements;
- (e) Annex D, Additional Vessel Conditions;
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated [TBD].

6.12. Foreign Nationals (Canadian Contractor) OR (Foreign Contractor)

For Canadian Contractor:

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

For a Foreign Contractor:

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on

Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Note to Bidders: Only 1 of the above SACC manual clauses will apply to any resulting contract, depending on the Contractor's status.

6.13. Insurance - Specific Requirements

- The Contractor must comply with the insurance requirements specified in Annex C. 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.
- ii. 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.
- iii. The Contractor must forward to the Contracting Authority within fifteen (15) calendar days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. This includes a workers compensation clearance letter (for details see https://www.wcb.yk.ca/web-0021/web-0022/web-0036). 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".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the

administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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 Servicing Buoys in the Province of New Brunswick

2. DEFINITIONS

Buoys: Is used as a generic term and incorporates all plastic and steel buoys as well as navigational stakes.

Year Round buoy: is a buoy that is deployed and required to be functional to assist navigation at all times

Seasonal buoy: is a buoy that is placed prior to the start of the navigation season and removed at the end of the navigation season

Seasonal (in place year round) buoy: is a buoy that remains deployed all year but only receives buoy services during the navigation season, generally between April and December.

Navigation Season: the navigation season is decided by the Project Authority on a case by case basis depending on environmental conditions of each geographic location, the Project Authority will determine the navigation season and advise the Contractor with respect to each geographic location.

Discrepancy: failure of a buoy to display its correct characteristics or to be on its assigned position.

Discrepancy response: The correction of the failure and restoration to full functioning of the buoy on the proper position as assigned by the Contracting Authority.

Seasonal Lantern: is a lantern that is mounted to a buoy at the start of the navigation season and is removed at the end of the navigation season.

Spring or Seasonal Placements: the buoy is placed on the position designated by the Project Authority with any and all equipment that is required. This task is accompanied by a Buoy Service Report that provides the Project Authority with the position of where the buoy was placed along with all other relevant fields of the report completed for each buoy.

Fall or Seasonal Lifts: the buoy is removed from the water, any and all equipment that is attached to the buoy is inspected for wear and functionality. This task is accompanied by a Buoy Service Report that provides the Project Authority with the position of where the buoy was found along with all other relevant fields of the report completed for each buoy.

3. INTRODUCTION

The Canadian Coast Guard (CCG) requires services related to placing, lifting, removing, maintaining, and servicing buoys around New Brunswick.

4. OBJECTIVES

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

The Contractor is responsible for the provision of placing, lifting, removal, maintaining, and servicing of the buoys listed in Appendix 1 to Annex A (Buoys to Service).

[Note to Bidders: The list of buoys in Appendix 1 to Annex A will be adjusted to cover the areas only in the stream(s) won by the winning Bidder.]

5. SCOPE OF WORK:

In summary, the Contractor must perform tasks that include:

- 5.1 Provide their own vessel to complete this requirement;
- 5.2 Inspect all buovs once a year:
- 5.3 Place buoys on position in accordance with navigational requirements using GPS when required;
- 5.4 Maintain buoys on position and in operation;
- 5.5 Change lanterns as required;
- 5.6 Lift, remove, place, store or change buoys as required; and
- 5.7 Complete Buoy Service Reports as required.

6. TASKS, ACTIVITIES, DELIVERABLES, AND MILESTONES

Within 30 calendar days of contract award, the Contractor must complete the contractor profile document that the Project Authority will provide.

The Contractor must inspect all buoys and equipment listed in Appendix 1 to Annex A within 30 calendar days after Contract award (Initial Inspection), and report any discrepancies or defects to the Aids to Navigation Operations Office or Project Authority.

Following the Initial Inspection, the Contractor must respond, by providing Buoys Services to buoys discrepancies or outages (Event) once it's notified of the Event and, provide to the Aids to Navigation Operations Office or Project Authority, a plan to respond. During the Initial Inspection The Contractor must verify that buoys are on position and all associated accessories, such as lights and racons, are in good working order. This Initial Inspection is an above water inspection and does not require lifting each buoy.

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

As part of the Work, the Contractor must change components as necessary to maintain the operation of the lights and buoys, including removing old ones and replacing them with new components such as lanterns, moorings, and reflective material.

In the second option period of the Contract, if exercised, the Contractor must inspect condition and operation of all buoys served under the Contract and must provide buoy service reports to the Aids to Navigation Information Officer. These inspections must be done in the last 30 calendar days of the Contract.

CCG reserves the right to add or remove buoys to be served by the Contractor in the geographical area covered under the Contract, according to the rates described in Annex B - Basis of Payment, by way of an administrative amendment to the Contract.

7. SPECIFICATIONS AND STANDARDS

At the beginning of each navigation season, the Contractor must place the seasonal buoys on position and are completely operational before the local area's commencement of navigation or fishing season. The buoys remain in service until the end of the navigation or fishing season. The season of operation dates provided by the Coast Guard are to be interpreted as guidelines. The Contractor must familiarize themselves with the seasonal dates for economic and leisure activity and stay up-to-date on weather conditions, specifically ice formation, in each area serviced. This familiarization ensures that the buoys are placed early enough to support the fishing and navigation season and that they are removed promptly if winter conditions pose a risk to the buoys.

At the end of the navigation season, or when required by the Project Authority, the Contractor must lift the seasonal buoys and provide a secure area to store them. The Contractor must provide a storage location, a secure area free from damage or vandalism, for the winter. The storage location must be approved by the Project Authority within 60 days of contract award. The approved storage area will be used as the single point for pick-up and drop off of supplies to the Contractor.

Seasonal lanterns must be installed in the spring prior to the start of the navigation or fishing season and removed in the fall at the end of the navigation or fishing season. The Contractor must remove seasonal lanterns from the buoys in the fall and store them in the storage area approved earlier by the Project Authority that is dark (with low or no light) so that the batteries don't completely discharge. The Contractor must ensure that darkness is constant during the storage period. The Contractor must place the lanterns in sunlight 2 weeks before installation on the buoy in the spring to allow for re-charge. Then placed on the buoys prior to the start of the navigation season.

The Contractor must check Year-Round and Seasonal (in place year-round) buoys each spring to ensure the buoys are operational and on position as part of the terms of this contract. All inspections and repairs to seasonal in place year-round buoys and year-round buoys before the start of the navigation season shall be deemed part of the Work.

The Contractor must inspect, lift, remove or replace on position buoys that require repairs, renewal, or repositioning as often as necessary. If any buoy or its mooring are lost and not recoverable by the Contractor, the Contractor must immediately notify the Aids to Navigation Information Officer by fax, telephone, or e-mail.

Should a year-round buoy move off position or be damaged due to seasonal environmental conditions, such as ice, the Contractor must correct this discrepancy within 30 calendar days as required in section 13 of this Statement of Work. The Contractor must have knowledge of their geographic buoy service areas and understand the environmental conditions of said locations.

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

All replaced components, including lanterns, moorings, anchors, and buoys, must be returned to the CCG before the end of the same calendar year that they were replaced. The Contractor must notify the Project Authority to schedule the equipment's return.

8. METHOD AND SOURCE OF ACCEPTANCE

When the Contractor visits a buoy, a Buoy Service Report (BSR) (paper or electronic) must be submitted to the Aids to Navigation Office within 30 calendar days of the visit, whether it be for an inspection or a discrepancy response, lift or place. Buoy Service Reports are to be submitted for Seasonal, Seasonal (In Place Year-Round), and Year-Round buoys. Contact information for the respective Aids to Navigation Office is available from the Project Authority. The email and address vary depending on the Navigation Office of each area and they will be provided to the Contractor by the Project Authority not later than 30 calendar days after contract award.

9. REPORTING REQUIREMENTS

The Contractor <u>must notify</u> the Aids to Navigation Information Officer of a discrepancy (e.g., outage, off-position, etc.) within 24 hours of discovery. The Contractor must provide an estimated time to complete the repair if it cannot be done immediately and the reason(s) for any delays.

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

The Contractor must also notify the Aids to Navigation Information Officer within 48 hours of the buoy being restored to full operation.

10. OWNERSHIP OF EQUIPMENT

All marine aids to navigation, equipment, and other material provided to the Contractor by the CCG to perform the Work remain the property of the CCG.

11. CCG OBLIGATIONS

11.1 EQUIPMENT

CCG will supply to the Contractor, for the duration of the Contract, any tools which, in the view of the Aids to Navigation Operations Supervisor, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of the Work.

The parts and components to be supplied to the Contractor by the CCG include:

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

The delivery of equipment that CCG undertakes to supply to the Contractor shall be shipped to them at CCG's expense to one (1) central location for all areas covered under the Contract. Transportation from that central location to the worksite is the Contractor's responsibility.

12. INSPECTION

The Aids to Navigation Operations Supervisor and the Project Authority have the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the CCG that the buoys are being maintained in accordance with the specifications described in this Statement of Work.

13. CONTRACTOR'S OBLIGATIONS

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

Should there be any change to the Contractor's vessel listed in the Appendix 2 to Annex A during the Contract, the Contractor must notify the Project Authority immediately. Crew changes that occur during the Contract must be in accordance with Transport Canada regulations.

The Contractor's vessel crew, either individually or in combination, must possess:

- Ability to use Global Positioning System (GPS);
- Local knowledge of waterways and conditions; and
- Handling and Lifting Capacity must have the capabilities to place and lift and remove the range of buoy and stone weights varying in weight up to the maximum size as indicated on the Appendix 1 of Annex A Lifting Capacity clearly indicated on Transport Canada certification or confirmation.

The Contractor must provide a proper laydown and storage area for the buoys and equipment, to the satisfaction of the Aids to Navigation Operations Supervisor and the Project Authority. If the lay down and storage area is not owned by the Contractor, written permission to use such property by the owner must be provided.

There will be only one storage area where the equipment will delivered to and stored for all zones covered under the Contract. Transporting equipment for use at work sites within the zone is the entire responsibility of the Contractor.

A "Maintained Buoy System" is a buoy for which the Contractor must perform the following tasks:

- a) Return to operation within 30 calendar days of a notification being sent to the Contractor by a CCG Navigation Officer, from any discrepancy. Acceptable delays are verifiable events such as breakdowns, substantial weather, and supply delays, over which the Contractor has no control. These delays must be reported with supporting documentation to the Aids to Navigation Operations Supervisor. A buoy must be returned to operation as soon as possible once the delay is resolved and not more than 30 calendar days from that date;
- b) Inspect the position and operation;
- c) Replace the light (if so equipped);
- d) Place on station and reposition as required, using Buoy Positioning Methods as per Buoy Data Sheet;
- e) Carry out maintenance by replacing the chain, rope, anchor, reflective tape, numbers, and letters and cleaning the buoys as required by contract. Fleeting the synthetic moorings and pressure

- washing the components of the buoy and mooring with a visual inspection of all connection points, and replace as required; and
- f) Submit Buoy Service Reports to the Aids to Navigation Information Officer within 30 calendar days of the service or checks on the buoy. Should the Buoy Service Report be deficient when verified by the Aids to Navigation Information Officer for quality and accuracy of the position and information provided. The Contractor shall issue a new BSR with the correct information.

An inventory of buoys and equipment will be supplied by the Project Authority and the Contractor must provide storage facilities free of charge that are deemed suitable by the Integrated Technical Supervisor for the storage of buoys and the equipment. If a new contract is awarded to any party at the expiration, non-completion or cancellation of this Contract, free access must be accorded to the new contractor for inspecting and removing the marine aids to navigation. Free access to the marine aids to navigation for inspection must be accorded to previously authorized person by the Project Authority, who desires to consider a call made by the Minister for new tenders during the continuance of the Contract.

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

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

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

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

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

The Contractor is required to implement DRS reviews and any changes to the waterway that CCG deems necessary. When possible, these changes will be done in conjunction with the spring placements or fall lifts in or near where the changes are to be made so that the Contractor will not be required to make additional trips.

15. EQUIPMENT

The Contractor must inform the Project Authority of any need for equipment to maintain this inventory. Requests for equipment must be made before the season start no later than January 5th of each calendar year or with at least a 60-day notice.

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

16. PROVINCE OF NEW BRUNSWICK WORK SITE AND DELIVERY POINT

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

Due to existing workload and deadlines, all personnel performing any portion of the Work must be ready to work in close and frequent contact with CCG personnel.

17. LANGUAGE OF WORK

All documents must be submitted to the Project Authority in either official language (English or French).

The Contractor's personnel performing the Work must be able to communicate, both verbally and in writing, in either English or French at an advanced level according to the following table.

	Language Proficiency Grid					
	Oral	Comprehension	Written			
Basic	A person speaking at this level can: ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations.	A person reading at this level can: • fully understand very simple texts; grasp the main idea of texts about familiar topics; and, • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.			
Intermediate	 A person speaking at this level can: sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	A person reading at this level can: grasp the mainidea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas.	A person writing at this level can: deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.			

dvanced	A person speaking at this level can: support opinions, and understand and express hypothetical and conditioned ideas.	A person reading at this level can: understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar	A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.
Αď		specialized or less familiar material.	

18. TRAVEL AND LIVING

Travel is not required on the part of the Contractor or its personnel to perform any of the Work.

19. PROJECT SCHEDULE

At Contract award, Coast Guard will schedule a meeting with the Contractor to provide further clarification terms, obligations, and requirements. The meeting must take place within 30 calendar days of contract award and can be waived at the discretion of the CCG if the Contractor possesses previous experience in the performance of the services providing the areas covered under the Contract. A meeting can be called at any time and without notice by the Contractor or CCG to discuss any matters pertaining to the Contract by either party.

Work to be completed depends on conditions in the area in question. The Contractor is expected to know or familiarize themselves with the periods of economic and leisure activity that take place in the areas covered under the Contract and plan their work schedules accordingly.

20. APPLICABLE DOCUMENTS AND GLOSSARY

Links provided in both languages for the following:

Transport Canada Marine Safety & Security - Regional Contacts:

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

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

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

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

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

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

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

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

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

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

APPENDIX 1 TO ANNEX A - Buoys to Service

The list of buoys to service under the Contract as at contract award is found on the following pages. CCG will inform the Contractor of any changes to (a) the official location of buoys to be serviced or (b) the quantity of a given type of buoy in a given area in writing. Adding buoy types to a given area is not permitted under the Contract.

[Note to Bidders: This appendix will be modified at contract award to include only the areas covered under the resulting contract, depending on which stream(s) were won by the Contractor. This appendix is currently saved as separate attachments to this RFP (one per stream).]

ANNEX B - BASIS OF PAYMENT

[Note to Bidders: Annex B will be modified by removing the inapplicable tables depending on which stream(s) were won by the Contractor.]

For Work performed in accordance with the Contract, the Contractor will be paid:

Pêches et Océans

Canada

- a) For the first half of a calendar year: Half of the applicable all-inclusive firm unit prices specified in the tables below; and
- b) For the **second** half of a calendar year: Half of the applicable all-inclusive firm unit prices specified in the tables below.

Customs duties are include and Applicable Taxes are extra.

The periods of the Contract are:

- a) Contract Period 1: From contract award to June 30, 2025 (inclusive);
- b) Contract Period 2: From July 1, 2025 to June 30, 2026 (inclusive);
- c) Option Period 1: From July 1, 2026 to June 30, 2027 (inclusive; if invoked by Canada); and
- d) Option Period 2: From July 1, 2027 to June 30, 2028 (inclusive; if invoked by Canada).

The prices for the option periods will only apply if the option to extend is exercised by Canada by way of a duly signed administrative amendment.

STREAM 1 – Northern N.B.

Area: Bay du Vin

Type and Number of Aids:	0.4m SB40	0.3m ORT	Stakes	0.6m SB60	0.75m Plastic Can (SB75)	0.8m SB 75 Conical Plastic	1.5m SB 98 Plastic
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Contract Period 1	financial bid]	bid]	financial bid]				
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Contract Period 2	financial bid]	bid]	financial bid]				
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Option Period 1*	financial bid]	bid]	financial bid]				
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Option Period 2*	financial bid]	bid]	financial bid]				

Area: Caraquet

Type and Number of	0.3m ORT	0.6m SB60	0.6m Spar	0.75m Swift	1.5m SB 98
Aids:			(Long)	Current	Plastic
Firm Unit Price During	\$ [from				
Contract Period 1	financial bid]				
Firm Unit Price During	\$ [from				
Contract Period 2	financial bid]				
Firm Unit Price During	\$ [from				
Option Period 1*	financial bid]				
Firm Unit Price During	\$ [from				
Option Period 2*	financial bid]				

Area: Fox Dens Gully

Type and Number of Aids:	0.4m SB40	0.6m SB60	0.75m Swift Current	SLB700
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial	\$ [from
Contract Period 1	financial bid]	financial bid]	bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial	\$ [from
Contract Period 2	financial bid]	financial bid]	bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial	\$ [from
Option Period 1*	financial bid]	financial bid]	bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial	\$ [from
Option Period 2*	financial bid]	financial bid]	bid]	financial bid]

Area: Miramichi - Newcastle to Bridgetown

Type and Number of Aids:	0.3m Spar PI ORT	0.8m SB 75 Conical Plastic
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]	\$ [Bidder to insert]

Area: Miramichi - NW & SW

Type and Number of Aids:	0.4m SB40	0.3m ORT
Firm Unit Price During Contract Period 1	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Contract Period 2	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 1*	\$ [Bidder to insert]	\$ [Bidder to insert]
Firm Unit Price During Option Period 2*	\$ [Bidder to insert]	\$ [Bidder to insert]

Area: Miscou

Type and Number of Aids:	0.6m SB 60 Spar Pl	GDI 0.9m Conical	SB40	SB60	SB75	SLB700
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 1	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 2	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 1*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 2*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]

Area: Pokemouche

Type and Number of Aids:	0.4m SB40	2ft11in WB390	Stakes	SLB700RB
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 1	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 2	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 1*	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 2*	financial bid]	financial bid]	financial bid]	financial bid]

Area: Portage Gully

Type and Number of	0.3m Spar Plastic	0.6m SB60 PI	0.8m SB 75	1.5m SB 98	GDI 0.9m	GDI 2M
Aids:	(ORT)		Plastic	Plastic		

Firm Unit Price During	\$ [from financial	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial
Contract Period 1	bid]	financial bid]	financial bid]	financial bid]	financial bid]	bid]
Firm Unit Price During	\$ [from financial	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial
Contract Period 2	bid]	financial bid]	financial bid]	financial bid]	financial bid]	bid]
Firm Unit Price During	\$ [from financial	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial
Option Period 1*	bid]	financial bid]	financial bid]	financial bid]	financial bid]	bid]
Firm Unit Price During	\$ [from financial	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial
Option Period 2*	bid]	financial bid]	financial bid]	financial bid]	financial bid]	bid]

Area: Shippagan

Table 1 (of 2) for Shippagan

Type and Number of Aids:	0.3m ORT	0.6m ice spar	0.6m SB60 spar	0.6m spar long	0.6m steel spar	0.75m SB105	0.75m swift current
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 1	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 2	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 1*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 2*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]

Table 2 (of 2) for Shippagan

Type and Number of Aids:	0.8m SB75	2ft11in Tideland (WB390)	GDI 0.9m	GP103 Plastic Fast Water Buoy
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from	\$ [from financial bid]
Contract Period 1	financial bid]		financial bid]	
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from	\$ [from financial bid]
Contract Period 2	financial bid]		financial bid]	
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from	\$ [from financial bid]
Option Period 1*	financial bid]		financial bid]	
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from	\$ [from financial bid]
Option Period 2*	financial bid]		financial bid]	

Area: Tracadie - North Gully

Type and Number of Aids:	0.4m SB40	0.8 SB75 PL	Stakes	2ft11in WB390
Firm Unit Price During Contract Period 1	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
	financial bid]	financial bid]	financial bid]	
Firm Unit Price During Contract Period 2	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
	financial bid]	financial bid]	financial bid]	
Firm Unit Price During Option Period 1*	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
	financial bid]	financial bid]	financial bid]	
Firm Unit Price During Option Period 2*	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
	financial bid]	financial bid]	financial bid]	

Area: Tracadie - South Gully

Type and Number of Aids:	0.4m SB40	0.3m ORT	2ft11in WB390	Stakes	GDI680	0.6m SB60	2.0 Mobilis Trackless
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Contract Period 1	financial	financial	financial bid]	financial	financial	financial	
	bid]	bid]		bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Contract Period 2	financial	financial	financial bid]	financial	financial	financial	
	bid]	bid]		bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Option Period 1*	financial	financial	financial bid]	financial	financial	financial	
	bid]	bid]		bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Option Period 2*	financial	financial	financial bid]	financial	financial	financial	-
	bid]	bid]		bid]	bid]	bid]	

Stream 2: Eastern N.B.

Area: Aldouane

Type and Number of Aids:	0.4m SB40	0.3m ORT	0.8m SB 75 Conical Plastic	2ft11in WB390	Stakes
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from
Contract Period 1	financial bid]	financial bid]		financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from
Contract Period 2	financial bid]	financial bid]		financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from
Option Period 1*	financial bid]	financial bid]		financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from
Option Period 2*	financial bid]	financial bid]	-	financial bid]	financial bid]



Type and Number of Aids:	0.4m SB40	0.3m ORT	Stakes	0.6m SB60	0.75m Plastic Can (SB75)	0.8m SB 75 Conical Plastic	1.5m SB 98 Plastic
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Contract Period 1	financial bid]	bid]	financial bid]				
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Contract Period 2	financial bid]	bid]	financial bid]				
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Option Period 1*	financial bid]	bid]	financial bid]				
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from				
Option Period 2*	financial bid]	bid]	financial bid]				

Area: Cape Tormentine

Type and Number of Aids:	0.3m ORT
Firm Unit Price During Contract Period 1	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]

Area: Grandique

Type and Number of Aids:	0.4m SB40	0.8m SB 75 Plastic	Stakes
Firm Unit Price During Contract Period 1	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]

Area: Harshman's Brook

Type and Number of Aids:	0.3m ORT
Firm Unit Price During Contract Period 1	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]

Area: Kouchibouguac

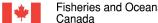
Type and Number of Aids:	0.4m SB40	0.3m ORT	2ft11in WB390	Stakes	0.8m SB 75 Conical Plastic
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from	\$ [from financial bid]
Contract Period 1	financial bid]	bid]	financial bid]	financial bid]	
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from	\$ [from financial bid]
Contract Period 2	financial bid]	bid]	financial bid]	financial bid]	
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from	\$ [from financial bid]
Option Period 1*	financial bid]	bid]	financial bid]	financial bid]	
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from	\$ [from	\$ [from financial bid]
Option Period 2*	financial bid]	bid]	financial bid]	financial bid]	

Area: Richibucto Harbour & River

Type and Number of Aids:	0.4m SB40	0.3m Spar ORT	0.75m Plastic Can (SB75)	0.8m SB 75 Plastic	2ft 11in Tideland/NPL (WB-390)	GDI 0.9m	GP103 Plastic Can Fast Water Buoy
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 1	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 2	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 1*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 2*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]

Area: Richibucto - Rexton to Brown's Yard

Type and Number of Aids:	0.4m SB40
Firm Unit Price During Contract Period 1	\$ [from financial bid]



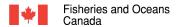
Firm Unit Price During Contract Period 2	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]

Area: Robichaud

Type and Number of Aids:	0.3m ORT	2ft11in WB390	0.8m SB 75 Conical Plastic
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Contract Period 1	financial bid]		
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Contract Period 2	financial bid]		
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Option Period 1*	financial bid]		
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Option Period 2*	financial bid]		

Area: Shediac

Type and Number of Aids:	0.4m SB40	0.3m ORT	1.5m SB 98 Plastic	Stakes	GDI680	0.6m SB60	SLB700RB
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 1	financial	financial		financial	financial	financial	financial bid]
	bid]	bid]		bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 2	financial	financial		financial	financial	financial	financial bid]
	bid]	bid]		bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 1*	financial	financial		financial	financial	financial	financial bid]
	bid]	bid]		bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from financial bid]	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 2*	financial	financial		financial	financial	financial	financial bid]
	bid]	bid]		bid]	bid]	bid]	



Area: Shediac Bridge

Type and Number of Aids:	0.4m SB40
Firm Unit Price During Contract Period 1	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]

Area: St. Louis & Polonie River

Type and Number of Aids:	0.4m SB40	0.8m SB 75	2ft11in WB390	0.3m spar plastic (ORT)	Stakes
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial bid]	\$ [from
Contract Period 1	financial bid]	financial bid]	financial bid]		financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial bid]	\$ [from
Contract Period 2	financial bid]	financial bid]	financial bid]		financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial bid]	\$ [from
Option Period 1*	financial bid]	financial bid]	financial bid]		financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial bid]	\$ [from
Option Period 2*	financial bid]	financial bid]	financial bid]	-	financial bid]

Stream 3: Southern N.B.

Area: Black's Harbour

Type and Number of Aids:	0.6m SB60	1.5m SB 98
Firm Unit Price During Contract Period 1	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]	\$ [from financial bid]

Area: Grand Manan

Type and Number of Aids:	0.6m SB60	1.4m Buoy	SB 285	GDI 1.22m Can	SB-138 Plastic (Tideland)	1.5m SB 98 Plastic
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial	\$ [from financial bid]	\$ [from financial bid]
Contract Period 1	financial	financial	financial	bid]		
	bid]	bid]	bid]			

Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial	\$ [from financial bid]	\$ [from financial bid]
Contract Period 2	financial	financial	financial	bid]		
	bid]	bid]	bid]			
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial	\$ [from financial bid]	\$ [from financial bid]
Option Period 1*	financial	financial	financial	bid]		
	bid]	bid]	bid]			
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from financial	\$ [from financial bid]	\$ [from financial bid]
Option Period 2*	financial	financial	financial	bid]		
	bid]	bid]	bid]			

Area: L'Etete

Type and Number of Aids:	0.6m SB60	1.4m Buoy	1.25m Plastic Con	1.2m Coastal Conical	GDI 1.22m Can	1.5m SB 98 Plastic	SB-138 Plastic (Tideland)	0.75m SB 105 Conical	2ft 11in Tideland/NPL (WB-390)
Firm Unit Price During Contract Period 1	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]					
Firm Unit Price During Option Period 1*	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]						
Firm Unit Price During Option Period 2*	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]

Area: Magaguadavic River

Type and Number of Aids:	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During Contract Period 1	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]

Area: Musquash River to Dipper Harbour

7	Type and Number of Aids:	0.6m SB60	GDI 0.9m Conical	GDI 1.22m Tower	0.3m Spar-Conical Plastic (ORT)
	ypo ana mambor or mao.	0.0 0000	ODI GIGILI GGILIGAL	001 1122111 101101	oloni opai oomoan i laono (orti)

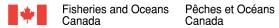
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from financial	\$ [from financial bid]
Contract Period 1	financial bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from financial	\$ [from financial bid]
Contract Period 2	financial bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from financial	\$ [from financial bid]
Option Period 1*	financial bid]	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from financial	\$ [from financial	\$ [from financial bid]
Option Period 2*	financial bid]	bid]	bid]	-

Area: Quoddy River

Type and Number of Aids:	0.6m SB60	1.5M GDI HDPE skirt	GDI 1.22m Conical	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During Contract Period 1	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]	\$ [from financial bid]

Area: St. Andrews & Chamcook Channel

Type and Number of Aids:	0.6m SB60	0.75m SB 105 Conical	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Contract Period 1	financial bid]		
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Contract Period 2	financial bid]		
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Option Period 1*	financial bid]		
Firm Unit Price During	\$ [from	\$ [from financial bid]	\$ [from financial bid]
Option Period 2*	financial bid]	-	-



Area: St. Croix River

Type and Number of Aids:	0.6m SB60	0.3m Spar-Conical Plastic (ORT)
Firm Unit Price During Contract Period 1	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Contract Period 2	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 1*	\$ [from financial bid]	\$ [from financial bid]
Firm Unit Price During Option Period 2*	\$ [from financial bid]	\$ [from financial bid]

Area: St. John Harbour

Type and Number of Aids:	0.6m SB60	0.7m Ice Conical	1.25m Plastic Can	GDI 1.22m Can	2m Balmoral Ele. Plas.	1.5m SB 98 Plastic	1.6m Coastal Conical
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 1	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Contract Period 2	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 1*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from
Option Period 2*	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]	financial bid]

Stream 4: Tabustinac

Area: Tabustinac

Type and Number of Aids:	0.4m SB40	2ft11in WB390	SLB700RB	Stakes	0.3m Spar Plastic (ORT)
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Contract Period 1	financial	financial bid]	financial	financial	
	bid]		bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Contract Period 2	financial	financial bid]	financial	financial	
	bid]		bid]	bid]	

Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Option Period 1*	financial	financial bid]	financial	financial	
	bid]	_	bid]	bid]	
Firm Unit Price During	\$ [from	\$ [from	\$ [from	\$ [from	\$ [from financial bid]
Option Period 2*	financial	financial bid]	financial	financial	
	bid]	-	bid]	bid]	

ANNEX C - INSURANCE CONDITIONS

- 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.
 - 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). Required evidence includes a clearance letter from the Yukon Workers' Safety and Compensation Board. For more information, see: https://www.wcb.yk.ca/web-0021/web-0022/web-0036.
 - 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.
 - I. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - 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 <u>Department of Justice</u>
<u>Act</u>, 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.

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.

ANNEX D - ADDITIONAL VESSEL CONDITIONS

1. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.

2. The Contractor must:

- indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;
- ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
- ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times; and
- ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
- 3. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
- 4. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
- 5. If the vessel is unable to operate safely in the work area because of sea or weather conditions, as agreed to by the representative of the Contractor and the representative of Canada, then the charter for the day will be terminated and a pro-rated payment made to the Contractor for that period engaged in the Work in accordance with the terms of the Contract.
- 6. If the particulars furnished by the Contractor and set out in the Contract are incorrect or misleading, Canada may, at Canada's discretion, terminate the Contract for default.
- 7. If the vessel is lost or damaged to such an extent as to justify abandonment as for a constructive total loss, Canada may terminate the Contract.
- 8. The Contractor, by these presents, does hereby remise, release and forever discharge Canada from all manners of action, claims or demands, of whatever kind or nature that the Contractor ever had, now has or can, shall or may hereafter have by reason of damage to or personal injury, or both as a result of or in any way arising out of the acts or omission of Canada pursuant to the terms and conditions of the Agreement or any Contract.
- 9. The Contractor acknowledges and agrees that this Agreement or any Contract shall in no way replace, substitute or derogate from any of the rights powers of Canada pursuant to the Fisheries Act of Canada or any other statute, law or regulation of Canada.

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- 10. If a provision or term or condition of this Agreement or any Contract is wholly or partially invalid, this Agreement or Contract shall be interpreted as if the invalid provision, term or condition had not been a part of this Agreement or Contract.
- 11. The Contractor shall permit Canada all access and egress that is requested by Canada to accomplish all inspections deemed necessary by Canada to administer the terms and conditions of this Agreement or Contract.