



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Procurement Hub, Fredericton Office
301 Bishop Drive
Fredericton, NB
E3C 2M6

Your file *Votre référence*

21 October 2014

Subject: **REQUEST FOR STANDING OFFER: F5211-140129**

Sandblasting, Repair, Priming, and Painting of Buoys

Sir/Madam,

The Department of Fisheries and Oceans (DFO) has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **APPENDIX "D"**. The services are required on an "As and when required basis" from 01 December 2014 to 30 November 2016 as detailed in the Statement of Work.

Option to extend the Standing Offer:

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional periods of one (1) year each under the same terms and conditions. The Offeror agrees that, during the extended period of the Standing Offer, he will be paid in accordance with the applicable provisions as set out in **APPENDIX "C" - TERMS OF PAYMENT**.

Canada may exercise this option at any time by sending a written notice to the Offeror at least fifteen (15) calendar days before the Standing Offer expiry date. The option can only be exercised by the Standing Offer Authority and will be confirmed, for administrative purposes only, through a revision to the Standing Offer.

Security

There is no security requirement applicable to this Standing Offer.

Offer

Hard copies must be signed in accordance with Article 19 **SIGNATURE FOR OFFER OF SERVICES** at **ANNEX 1 - OFFER OF SERVICES/STANDING OFFER FORM**. Your offer must be clearly identified, indicating on the transmittal package the words "Offer", Request for Standing Offer No. **F5211-140129**, the title of the work and the name and address of your firm. **A template is annexed to this letter showing a satisfactory address format.**

Offers in response to this Request for Standing Offer shall be comprised of three (3) volumes as follows:

- a) **CONTENT: VOLUME 1 – TECHNICAL OFFER (MANDATORY) – one (1) hard copy required;**
- b) **CONTENT: VOLUME 2 – FINANCIAL OFFER (MANDATORY) – one (1) hard copy (Mandatory) and one (1) soft copy (Optional) required;**
- c) **CONTENT: VOLUME 3 – CERTIFICATIONS (MANDATORY) – one (1) hard copy required.**

Your offer must be sufficiently detail to form the basis of a contractual agreement and shall address the elements enumerated below.

Volume 1: Technical Offer (with no reference to price)

a) **OFFER OF SERVICES/STANDING OFFER FORM – ANNEX 1**

Your offer must include:

1. The duly completed and signed **OFFER OF SERVICES/STANDING OFFER FORM**.

b) **OFFER – ANNEX 2**

Your offer must include:

1. An indication of an understanding of the requirement and objectives of the project;
2. A listing of personnel you propose to assign to carry out this work and each individual's qualifications and experience, particularly as it relates to this project, as per **APPENDIX "E" – EVALUATION CRITERIA**;
3. A description of the firm's capability to carry out this Work;
4. A statement of the name under which the firm is legally incorporated and a Statement of the Canadian and/or foreign ownership of the firm, if applicable.

Volume 2: Financial Offer

1. A breakdown of the prices offered in section **7.0 OFFERED PRICES** of **ANNEX 1 - OFFER OF SERVICES/STANDING OFFER FORM**.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy

Volume 3: Certifications

1. Certifications attached hereto titled **APPENDIX "G"** signed and dated.

Offers will be evaluated in accordance with the Evaluation Criteria attached as APPENDIX "E".

OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR WHICH DEVIATE FROM THE PRESCRIBED COSTING FORMAT WILL BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE AND RISK BEING REJECTED IN THEIR ENTIRETY.

Offers must be submitted to:

Fisheries and Oceans Canada
TENDER SUBMISSION
Procurement Hub, Fredericton Office
301 Bishop Drive
Fredericton, NB, E3C 2M6
Facsimile: 506-452-3676
DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Request for Standing Offer Closing Date and Time:

04 December 2014 at 14:00 Hours Atlantic Time

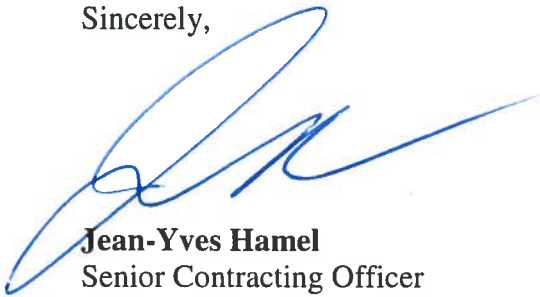
Please note that it is the practice for local couriers to deliver to the above address, while our experience has shown that out of town couriers deliver to our main mail room, thereby delaying reception of out of town bids. If your offer is sent from outside of the Fredericton Region, it is your responsibility to ensure that the courier company delivers it directly to the above noted tender address no later than the time and date specified herein.

If additional information is required, you are requested to contact me at the telephone number or e-mail address below.

NOTE: OFFERORS SHOULD NOTE THAT ALL QUESTIONS REGARDING THIS REQUEST FOR STANDING OFFER MUST BE SUBMITTED IN WRITING, **NO LATER THAN 25 NOVEMBER 2014 AT 14:00, ATLANTIC TIME** TO THE STANDING OFFER AUTHORITY IDENTIFIED IN SECTION 18 OF ANNEX 1 - OFFER OF SERVICES/STANDING OFFER FORM. THE DEPARTMENT WILL BE UNABLE TO RESPOND TO QUESTIONS SUBMITTED AFTER THAT DATE.

The Department will not necessarily accept the lowest or any offer submitted.

Sincerely,



Jean-Yves Hamel

Senior Contracting Officer

Procurement Hub - Fredericton Office

Materiel and Procurement Services - Financial and Materiel Management Operations

301 Bishop Drive, Office # 105

Fredericton, NB, E3C 2M6

Fisheries and Oceans Canada

Government of Canada

Telephone: 506-452-4047

Facsimile: 506-452-3676

Hub E-mail: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Attach.

APPENDICES

REQUEST FOR STANDING OFFER

Sandblasting, Repair, Priming, and Painting of Buoys

1. Letter of Invitation
2. ANNEX 1 OFFER OF SERVICES/STANDING OFFER FORM
3. APPENDIX "A" OFFEROR INSTRUCTIONS
4. APPENDIX "A-1" GENERAL INFORMATION
5. APPENDIX "B" GENERAL CONDITIONS
6. APPENDIX "C" TERMS OF PAYMENT
7. APPENDIX "D" STATEMENT OF WORK
8. APPENDIX "E" EVALUATION CRITERIA
9. APPENDIX "E-1" SAMPLE FINANCIAL EVALUATION GRID
10. APPENDIX "F" INSURANCE CONDITIONS
11. APPENDIX "G" CERTIFICATIONS
12. APPENDIX "H" Envelope Template

Department of Fisheries and Oceans

Bid Closing Date: 04 December 2014
Bid Closing Time: 14:00 Hours Atlantic Time
Financial Coding: A96B4-T31-120-4464-A2220-6
Contract/File No: F5211-140129

ANNEX 1 - OFFER OF SERVICES/ STANDING OFFER FORM

Sandblasting, Repair, Priming, and Painting of Buoys

Definitions:

Standing Offer:

An offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a call-up is made against a standing offer. When a call-up is made, the terms and conditions are already in place and acceptance by Canada if the supplier's offer is unconditional. The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer (And subsequent Call-ups) does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, Standing Offer or contracting method. Canada's liability is limited to the actual value of the call-ups made within the period specified in the standing offer.

Call-up Against a Standing Offer:

An order issued under the authority of a duly authorized user against a particular standing offer. Communication of a call-up against a standing offer to the offeror constitutes acceptance of the standing offer to the extent of the goods, services, or both, being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a standing offer is made are Canada, as represented by the Minister of Fisheries and Oceans Canada and the offeror.

NOTE to Offerors:

A standing offer (SO) is an offer from a supplier to Canada that allows Canada to purchase goods and/or services, or a combination of goods and services, as and when requested, during a specific period of time, through the use of a call-up process which incorporates the conditions and pricing of the standing offer.

A standing offer itself is not a contract. A separate contract is formed each time a call-up for the provision of goods and/or services is made against a standing offer. When a call-up is made, it constitutes an unconditional acceptance by Canada of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the standing offer. Canada's liability is limited to the actual value of the call-ups made by the identified user(s) within the period the standing offer is valid.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer. Throughout the entirety of this document, the terms "Contract" and "Call-up" are interchangeable as the Call-up is the contractual obligation (Contract) between the Offeror and Canada where the Offeror must perform the work as detailed in the Standing Offer.

1. OFFER SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Offeror") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

3. STANDING OFFER DOCUMENTS

The Offeror hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the **OFFER OF SERVICES/ STANDING OFFER FORM**, will form part of the Standing Offer:

1. **ANNEX 1 - OFFER OF SERVICES/STANDING OFFER FORM** duly completed and signed;

2. Document titled **APPENDIX "B"**, attached hereto or referenced entitled "**GENERAL CONDITIONS**";
3. Document titled **APPENDIX "C"**, attached hereto, or referenced entitled "**TERMS OF PAYMENT**";
4. Document titled **APPENDIX "D"**, attached hereto, or referenced entitled "**STATEMENT OF WORK**";
5. Document titled **APPENDIX "F"**, attached hereto or referenced entitled "**INSURANCE CONDITIONS**";
7. **ANNEX 2 - Offer.**

4. SECURITY

There is no security requirement applicable to this Standing Offer.

The Offeror and/or its personnel **MUST NOT** have access to **PROTECTED** and/or **CLASSIFIED** information or assets.

The Offeror and/or its personnel **MUST NOT** have unescorted access to Fisheries and Oceans Canada facilities, vessels and/or restricted access areas.

The Offeror and/or its personnel **MUST NOT** remove any **PROTECTED** and/or **CLASSIFIED** information or assets from the identified work site(s).

5. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

6. STANDING OFFER PERIOD

The Department of Fisheries and Oceans (DFO) has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto as **APPENDIX "D"**. The services are required on an "As and when required basis" from 01 December 2014 to 30 November 2016 as detailed in the Statement of Work.

Option to extend the Standing Offer:

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional periods of one (1) year each under the same terms and conditions. The Offeror agrees that, during the extended period of the Standing Offer, he will be paid in accordance with the applicable provisions as set out in **APPENDIX "B" - TERMS OF PAYMENT**.

Canada may exercise this option at any time by sending a written notice to the Offeror at least fifteen (15) calendar days before the Standing Offer expiry date. The option can only be exercised by the Standing Offer Authority and will be confirmed, for administrative purposes only, through a revision to the Standing Offer.

7. OFFERED PRICES

MANUEL SERVICES AND ASSOCIATED COSTS

The financial offer is on a weighted (90% for the buoy painting and 10% for the welding) basis.

The financial offer is on an aggregate (Initial and option periods) basis.

- Offerors **MUST** provide **Firm Unit Prices/Firm Hourly Rates** for the firm period and all three (3) optional periods. Firm Unit Prices/Firm Unit Rates **exclude** all applicable taxes.

The financial pricing grid is provided to the offerors as a MSEXCEL document available for download as an attachment through the <https://buyandsell.gc.ca/procurement-data/tenders> website. Offerors must provide the prices in the **YELLOW** cells of the MSEXCEL document and/or in sub sections 7.1 to 7.4 below. For financial offer preparation/evaluation purposes only, this document contains an estimated quantity of yearly buoys and welding hours.

- Offerors **MUST** provide one (1) hard copy and may also provide one (1) soft copy of the financial offer.

Offerors should expect up to 90% of the buoys/cages to come out of the Dartmouth CCG Base/Year.

7.1 Standing Offer Period (01 December 2014 to 30 November 2016)

For the provision of all manual services, including all associated costs necessary to carry out the required work:

Standing Offer Period (01 December 2014 to 30 November 2016)		
Buoy type + Cage	Firm Unit Price (Dartmouth Buoys)	Firm Unit Price (Charlottetown Buoys)
2.9m whistle – FA 1010	\$	\$
2.9m bells – FA 1007	\$	\$
1.8m buoy – FA 1004	\$	\$
1.4m buoy – FA 1001	\$	\$
0.6m steel spar (long) – FA 3005	\$	\$
0.6m steel spar (short) – FA 3006	\$	\$
Cage (Supporting Bell/Light)	\$	\$
	Firm Hourly Rate (Dartmouth Buoys)	Firm Hourly Rate (Charlottetown Buoys)
Welding	\$	\$

7.2 Option Period 1 (01 December 2016 to 30 November 2017)

For the provision of all manual services, including all associated costs necessary to carry out the required work:

Option Period 1 (01 December 2016 to 30 November 2017)		
Buoy type + Cage	Firm Unit Price (Dartmouth Buoys)	Firm Unit Price (Charlottetown Buoys)
2.9m whistle – FA 1010	\$	\$
2.9m bells – FA 1007	\$	\$
1.8m buoy – FA 1004	\$	\$
1.4m buoy – FA 1001	\$	\$
0.6m steel spar (long) – FA 3005	\$	\$
0.6m steel spar (short) – FA 3006	\$	\$
Cage (Supporting Bell/Light)	\$	\$
	Firm Hourly Rate (Dartmouth Buoys)	Firm Hourly Rate (Charlottetown Buoys)
Welding	\$	\$

7.3 Option Period 2 (01 December 2017 to 30 November 2018)

For the provision of all manual services, including all associated costs necessary to carry out the required work:

Option Period 2 (01 December 2017 to 30 November 2018)		
Buoy type + Cage	Firm Unit Price (Dartmouth Buoys)	Firm Unit Price (Charlottetown Buoys)
2.9m whistle – FA 1010	\$	\$
2.9m bells – FA 1007	\$	\$
1.8m buoy – FA 1004	\$	\$
1.4m buoy – FA 1001	\$	\$
0.6m steel spar (long) – FA 3005	\$	\$
0.6m steel spar (short) – FA 3006	\$	\$
Cage (Supporting Bell/Light)	\$	\$
	Firm Hourly Rate (Dartmouth Buoys)	Firm Hourly Rate (Charlottetown Buoys)
Welding	\$	\$

8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Offeror agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

9. SUBMISSION

The Offeror submits herewith the following:

- a) **ANNEX 1** **OFFER OF SERVICES/STANDING OFFER FORM**
duly completed and signed;
- b) **APPENDIX "C"** **TERMS OF PAYMENT**, completed and signed;
- c) **APPENDIX "G"** **CERTIFICATIONS**, completed and signed;
- d) **ANNEX 2** Offer.

The Offeror, by completing and signing this **OFFER OF SERVICES/ STANDING OFFER FORM**, recognises that the above noted documents form part of the Request for Standing Offer and that offers which do not contain the above noted documents will be considered incomplete and risk being rejected.

10. IRREVOCABLE OFFER

10.1 The Offeror submits the offered prices listed in Article 7 on the full understanding that these offered prices represents an irrevocable offer by the Offeror. Furthermore, the Offeror hereby certifies that the offered prices are based on the Offeror's most preferred rates.

10.2 The Offeror hereby agrees that this Request for Standing Offer shall remain open for acceptance by the Minister for a period of sixty (60) days from the Request for Standing Offer closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Offeror by written notice to that effect, whereupon the Offeror shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its offer.

10.3 In the event the Offeror accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Offeror does not respond to the Ministerial notice hereinabove referred to, the Offeror shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.

11. APPROPRIATE LAW

11.1 The Offeror must comply with all laws applicable to the performance of all call-ups against a Standing Offer. The Offeror must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

11.2 The Offeror must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Standing Offer Authority, the Offeror must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

12. NO EXPRESS COLLABORATION

The Offeror warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the Request for Standing Offer process between the Offeror, its officers, employees or agents and any other person, in respect of the offer hereby submitted or the preparation of such offer and the calculations and considerations on which such offer was prepared and submitted, and the Offeror hereby agrees that, for the purposes of this Article alone, the Offeror shall stand in a fiduciary relationship to Her Majesty.

13. STANDING OFFER

The Offeror agrees that, in the event of acceptance of this offer by the Minister, such acceptance shall affect a Standing Offer between the Offeror and the Minister and this **OFFER OF SERVICES/ STANDING OFFER FORM**, attachments and the offer shall collectively constitute the Standing Offer entered into between the Parties.

14. RIGHTS OF THE MINISTER

"Conditional" offers will not be accepted. Any Offeror submitting alternate offers will be disqualified and offers so submitted will be rejected. Notwithstanding anything contained in the Request for Standing Offer, the Minister shall have no obligation to accept the lowest cost offer or any other offers and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable Standing Offer holder.

15. REPLACEMENT OF PERSONNEL

- 15.1 When specific persons have been named in the Standing Offer as the persons who must perform the Work, the Offeror shall provide the services of the persons so named unless the Offeror is unable to do so for reasons beyond its control.
- 15.2 If, at any time, the Offeror is unable to provide the services of any specific person named in the Standing Offer, it shall provide a replacement person who is of similar ability and attainment.
- 15.3 The Offeror shall, before replacing any specific person named in the Standing Offer, provide notice in writing to the Minister containing:
- a) The reason for the removal of the named person from the Work;
 - b) The name, qualifications and experience of the proposed replacement person;
 - c) Proof that the person has the required security clearance granted by Canada, if applicable.
- 15.4 The Offeror shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Standing Offer Authority shall not relieve the Offeror from responsibility to meet the requirements of the Standing Offer.
- 15.5 The Minister may order the removal from the Work of any such replacement person and the Offeror shall immediately remove the person from the Work and shall, in accordance with paragraph 2 and paragraph 3(b) and 3(c), secure a further replacement.
- 15.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Offeror from its responsibility to meet the requirements of the Standing Offer.

16. ADDENDUM

The Offeror agrees that the following addenda(s) issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their offer.

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____

This _____ day of _____, 2014.

Offeror's signature _____

17. OFFEROR'S ADDRESS

For purposes of or Incidental to the Standing Offer, the Offeror's address shall be that which is indicated in Article 1 of **ANNEX 1 - OFFER OF SERVICES/ STANDING OFFER FORM**.

18. AUTHORITIES

a) Standing Offer Authority:

The Standing Offer Authority for the Standing Offer is:

Jean-Yves Hamel
Senior Contracting Officer
Procurement Hub - Fredericton Office
Materiel and Procurement Services
Financial and Materiel Management Operations
Fisheries and Oceans Canada
301 Bishop Drive, Office # 105
Fredericton, NB, E3C 2M6
Telephone: 506-452-4047
Facsimile: 506-452-3676
E-mail: jean-yves.hamel@dfo-mpo.gc.ca

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

**b) Technical Authority (Canadian Coast Guard designated representative):
(Will be provided at the issuance of the Standing Offer)**

The Technical Authority for the Standing Offer is:

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

The Technical 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 Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical 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 revision of the Standing Offer issued by the Standing Offer Authority.

c) Offeror's Representative (Please submit this information)

The Offeror's Representative for the Standing Offer is:

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

19. WELDING CERTIFICATION

- 19.1 The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03, Certification for Companies for Fusion Welding of Steel division 2; and
 - b. CSA W47.2-M1987 (R2003), Certification for Companies for Fusion Welding of Aluminum division 2.1.
- 19.2 In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
- 19.3 Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

20. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Offeror or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2014.

In the Presence of

For the Offeror

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON ISSUANCE

This Standing Offer is issued on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada
this _____ day of _____, 2014.

Signature of Witness

For the Minister of Fisheries and Oceans

Jean-Yves Hamel
Senior Contracting Officer

APPENDIX "A" - INSTRUCTIONS TO OFFERORS

1. DEFINITIONS

In the Request for Standing Offer

- 1.1. The terms Offer, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Standing Offer.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Standing Offer. Offers received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all Offerors will be advised formally of the new date and time.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Standing Offer as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Standing Offer.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be properly executed and submitted as instructed.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Standing Offer, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 7 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Standing Offer, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Standing Offer, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

- 10.1 Unless otherwise specified in the Request for Standing Offer, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2 Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3 In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

- 11.1 Incomplete or conditional tenders will be rejected.
- 11.2 Tenders that omit any mandatory requirements specified in the Request for Standing Offer will be rejected.
- 11.3 In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

- 12.1. The Department of Fisheries and Oceans reserves the right, before issuing the Standing Offer, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. CONDITION OF ISSUANCE

13.1 The lowest or any offer will not necessarily be accepted.

14. RIGHTS OF CANADA

14.1 Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

APPENDIX "A-1" - GENERAL INFORMATION

The period of the Standing Offer will be from 01 December 2014 to 30 November 2016 with the option to extend the Standing Offer by up to three (3) additional periods of one (1) year each at the discretion of Fisheries and Oceans Canada. It should be noted that a Standing Offer to provide services shall be on an as and when required basis. **Standing offers are not a guarantee of business and Fisheries and Oceans Canada (DFO) is not obligated to use these services. Services will be requested by means of call-ups against the Standing Offer.**

The Offeror must perform the work in accordance with the Statement of Work of the Standing Offer and with any resulting Contract.

Offeror Instructions

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the Request for Standing Offer and accept the clauses and conditions of the resulting Standing Offer and any resulting contracts.

Offerors should follow the instructions outlined in all documents. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical mandatory, the technical rated and the cost proposal as detailed in the Evaluation Criteria. An evaluation team composed of representatives of DFO will evaluate the offers.

Offerors should include the following information in their offers:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Offeror to enter into communications with DFO with regards to:
 - a. their offer; and
 - b. any standing offer or contract that may result from their offer.

Offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated.

Financial Offer Instructions

The Offeror must complete the **OFFERED PRICES** section in **ANNEX 1**. Firm unit prices/Hourly rates must be all inclusive (Applicable Taxes extra). Offerors must submit their financial offer in Canadian funds.

Enquiries

All enquiries must be submitted by email to the Standing Offer Authority at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca no later than 25 November 2014 at 14:00, Atlantic Time. The Department will be unable to respond to questions submitted after that date.

Offerors should reference as accurately as possible the section of the Request for Standing Offer to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable DFO 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 questions or may request that the Offeror do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

Debriefings

After the issuance of the Standing Offer, Offerors may request a debriefing on the results of the Request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offer.

Certifications

Offerors must provide the required certifications to be issued a Standing Offer. DFO will declare an offer as non-responsive if the required certifications are not completed and submitted as requested. Offerors should provide the required certifications with their offers. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

Compliance with the certifications Offerors provide to DFO is subject to verification by DFO during the offer evaluation period (before issuance of a Standing Offer) and after issuance of a Standing Offer or any resulting contract. The Standing Offer Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

Certifications to be provided will include:

1. Education and Experience;
2. Availability and Status of Personnel;
3. Former Public Servant;
4. Independent Bid Determination;
5. Welding.

Insurance Requirements

The Offeror must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the Request for Standing Offer, can be insured in accordance with the Insurance Requirements document.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

The Offeror must comply with the insurance requirements specified in Insurance Conditions. The Offeror must maintain the required insurance coverage for the duration of the Standing Offer and any Contract awarded against it. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Contracts.

The Offeror is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and resulting call-ups and to ensure compliance with any applicable law. Any additional insurance coverage is at the Offeror's expense, and for its own benefit and protection.

The Offeror must forward to the Standing Offer Authority within fourteen (14) days after the date of issuance of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

APPENDIX "B" - GENERAL CONDITIONS (MANUAL SERVICES)

Text:

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
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- 26 Code of Conduct and Certifications
- 27 The Code of Conduct for Procurement
- 28 Harassment in the Workplace
- 29 Entire Agreement

01 Interpretation

In the Standing Offer, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer. Throughout the entirety of this document, the terms "Contract" and "Call-up" are interchangeable as the Call-up is the contractual obligation (Contract) between the Offeror and Canada where the Offeror must perform the work as detailed in the Standing Offer;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

02 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

03 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

04 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

05 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

06 Time of the Essence

It is essential that the Work be performed within or at the time stated in the Contract.

07 Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

08 Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

09 Invoice Submission

1. Invoices must be submitted in the Contractor's name. 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. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does 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.

10 Taxes

1. Municipal Taxes

Municipal Taxes do not apply.

2. Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:

i. Provincial Sales Tax (PST) Exemption License Numbers, for the provinces of:

British Columbia: 1000-5001

Manitoba: 390-516-0

- ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
 - b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
 - c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.
 - d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.
3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

11 Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

12 Interest on Overdue Accounts

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

13 Audit

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

14 Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

15 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

16 Government Property

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

17 Amendment

To be effective, any amendment to the Contract must be done in writing by the Standing Offer Authority and the authorized representative of the Contractor.

18 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

19 Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

20 Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

21 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
 - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and

- c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

22 Right of Set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

23 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

24 Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

25 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

26 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
 - a. payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
 - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
 - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
 - a. either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

27 The Code of Conduct for Procurement

1. The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
2. The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
3. For further information, the Contractor may refer to the following PWGSC site :

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

28 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on the Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

29 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

APPENDIX "C" - TERMS OF PAYMENT

1. DEFINITION

- 1.1 A progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with **Article 7** of the **OFFER OF SERVICES/STANDING OFFER FORM**.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon completion of all work to the satisfaction of the Departmental Representative and upon receipt of a detailed invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to General Condition 21 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of this contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

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

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

6. PROVINCIAL SALES TAX

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the goods or taxable services are delivered to federal government departments and agencies under authority of the following provincial sales tax licenses:

British Columbia: 1000-5001

Manitoba: 390516-0

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of this Contract.

It should be noted that the exemption license number should be quoted for only those provinces where the goods or services are being purchased/delivered.

Quebec Sales Tax (QST)

“This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Department of Fisheries and Oceans with Crown funds, and are therefore not subject to Quebec Sales Tax.”

Signature of Contracting Authority

The Contractor is not relieved of any obligation to pay Quebec Sales Tax on taxable goods or services used or consumed in the performance of this Contract.

7. SUPPLEMENTARY CONTRACTOR INFORMATION

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

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

7.1 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:

7.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

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

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

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

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

Signature

Print Name of Signatory

APPENDIX "D" - STATEMENT OF WORK

Sandblasting, Repair, Priming, and Painting of Buoys

Table of Contents

- 1 General Requirements**
- 2 Codes and Standards**
- 3 Safety Requirements**
- 4 Coating Materials**
- 5 Extent of Surface Preparation and Coating**
- 6 Surface Preparation**
- 7 Coating Application**
- 8 Quality Control and Inspection**

ANNEX A - COATING SYSTEM

ANNEX B - Environmental Issues

ANNEX C - Square area (ft²) and weights of buoys

Standard Buoys Lighted Type

Standard Buoys Spar Type

Picture of a Buoy Yard

AIDS TO NAVIGATION DIRECTIVE

1 General Requirements

1.1 Scope

1.1.1 This specification covers the basic requirement for cleaning, surface preparation, material selection, application, safety and environmental issues and inspection of external coatings to the metal surface of Canadian Coast Guard buoys and their component parts.

1.2 Definitions

1.2.1 The term "HPC" as used in this specification means High Performance Coating.

1.2.2 The term "STRUCTURE" is used in this specification in a general sense to mean any item including the list of items given above owned and operated by Canadian Coast Guard.

1.2.3 "OFFEROR" as used in this specification means the party that makes the offer to perform specific work or services for Canadian Coast Guard.

1.2.4 "OWNER" shall mean Canadian Coast Guard and or its authorized representatives with responsibility for the work being performed under each specific contract.

1.2.5 "COATING SUPPLIER" shall mean the coatings manufacturer or an authorized technical representative of the coatings manufacturer whose material has been chosen for each specific buoy.

1.2.6 "INSPECTOR" shall mean a Canadian Coast Guard Inspector retained or employed by Canadian Coast Guard.

1.2.7 "WATER LINE UP" shall mean all that area commencing 12 inches on a whistle buoy or 6 inches on a bell buoy below the deck to the top of the superstructure including component parts.

Note: This water line changes with different types of buoys.

1.2.8 "WATER LINE DOWN" shall mean all that area commencing 12 inches on a whistle buoy or 6 inches on a bell buoy below the deck down to and including the counterweight.

Note: This water line changes with different types of buoys.

1.3 Conflicting Requirements

1.3.1 In case there is any conflict between this specification, the inquiry or call-up, the accompanying data sheets and drawings, and any other supplemental specifications, the offeror shall notify the Canadian Coast Guard in writing of the basis of the conflict and justification for any deviations from this specification. Until such time as the offeror receives resolution, the more stringent requirements of the conflict shall apply.

1.4 Contractor Requirements

1.4.1 The offeror must furnish all qualified labor, materials, and equipment necessary for the cleaning, blasting, repair, coating, curing, and inspection of surfaces to be coated.

1.4.2 It is the responsibility of the offeror to meet or exceed the requirements of this specification, to use equipment capable of meeting these requirements, apply all coatings as per manufactures technical data sheets, following application guide lines and recoat intervals, and to perform all inspections necessary to insure compliance prior to inspection by the owner's representative.

1.4.3 In addition to the offeror's inspections, the Canadian Coast Guard or its designated representative(s) may perform any inspection necessary to verify compliance with this specification. Inspection may include any and all work, equipment, inspection equipment, materials, or procedures and may be conducted at any time the Canadian Coast Guard chooses. The offeror shall provide accessibility to all the coatings work for inspection purposes.

1.4.4 The offeror must correct any work, or deficiencies, which the Canadian Coast Guard or its designated representative(s) have determined to not be in compliance with the requirements of this specification. Corrections shall be made without additional cost to the Canadian Coast Guard.

1.4.5 The offeror must have a procedure to document and maintain accurate records. Records must be kept on all aspects of the coating job, such as Air Blotter Test / Surface Profile Readings / Air Temperature / Surface Temperature / Relative Humidity / Dew Point / Coating Batch Numbers / Application Times / Dry Film Thickness (DFT) / Thinners/Recoat Times. These records shall be made available for audit at Canadian Coast Guard's request. The offeror must submit copies of inspection forms to the Canadian Coast Guard for approval, at the completion of each job.

1.4.6 Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Standing Offer or any condition, warranty or provision imposed by law, the offeror, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Standing Offer, where applicable. The warranty period will be twenty-four (24) months after delivery and acceptance of the Work or the length of the offeror's or manufacturer's standard warranty period, whichever is longer.

Canada must pay the transportation cost associated with returning the Work or any part of the Work to the offeror's plant for replacement, repair or making good, and the offeror must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Standing Offer or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the offeror must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.

The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:

- i. the warranty period remaining, including the extension, or
- ii. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

1.4.7 The offeror must provide coatings materials and workmanship as detailed herein. Coatings/workmanship must remain effective for a minimum of five (5) years under North Atlantic weather conditions.

1.4.8 The provisions of 1.4.7 shall also apply to any work performed by any and all sub-contractors of the offeror.

1.4.9 Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

- a. CSA W47.1-03, Certification of Companies for Fusion Welding of Steel Division 2; and
- b. CSA W47.2-M1987 (R2003), Certification of Companies for Fusion Welding of Aluminum Division 2.1.

2 Codes and Standards

Except as amended by this specification, the latest approved editions of the following codes and standards shall form an integral part of this specification.

- Steel Structures Painting Council, SSPC-VIS 1-89: "Visual Standard for Abrasive Blast Cleaned Steel"
- SSPC-SP 6: "Commercial Blast Cleaning"
- SSPC-SP 7: "Brush-off Blast Cleaning"

- SSPC-SP 10: "Near-White Blast Cleaning"
- Corrosion Resistance, ASTM B117, Salt Spray Test
Must pass 5,000 hours minimum with less than 2mm creep from scribe. Panels must be 1/8-inch cold rolled steel minimum, having SSSP-SP10 near White blast with 1-2 mils angular steel profile.
- Accelerated Weathering, ASTM G53
Must pass 400 hours QUV B bulb with no chalking, cracking, or gloss loss greater than 20%.
- Forward Impact, ASTM D2794
Must pass minimum of 140 lb. impact.
- Abrasion Resistance, ASTM D4060
Less than 60-mg. loss on CS-17 wheel, 1000-gram load, 1000 cycles.
- Moisture Resistance, ASTM D4548
Must pass 1000 hours with no change of appearance.
- Flexibility, ASTM D522 Conical Mandrel Bend Test
Must pass ½ inch mandrel bend with no cracking.

3 Safety Requirements

- The offeror must observe and enforce all safety measures required by the Canada Labour Code part II, the Provincial Government Occupational Health and Safety act, Provincial Worker's Compensation Boards and municipal statutes and authorities.
- In event of conflict between any provisions of above authorities the most stringent provision will apply.
- The offeror must obtain current copies of the manufacturer's product data sheet and material safety data sheet (MSDS) for each product. This information must be available at the job site.
- The offeror must prepare a written site specific Safety Plan outlining all procedures and safe work practices to which all personnel working or circulating on the job must follow. This plan shall address and conform to the applicable Provincial Safety Act and Regulations, except where a more stringent Act or Regulation may apply. The more stringent requirement shall govern. The offeror must ensure that all of his workers and sub-contractors, as well as any other authorized persons working or circulating in the work area have been briefed and are familiar with the safety rules and measures indicated in the Safety Plan and understand that these are mandatory at the work site.

- The Safety Plan must be posted at the work site, prior to commencement of work and visible to all workers and other persons accessing the site.
- The Safety Plan shall not relieve the offeror of any legal obligations for the provision of work site safety as specified by the Provincial Safety Acts or Regulations.
- The offeror must ensure that all required Personal Protection Equipment is worn at all times during all work stages.
- The majority of buoys to be painted currently have lead free paint; however, if a buoy is determined by CCG to contain lead paint, the offeror will be advised at time of call up. The offeror must take all precautions to insure that he adheres to all safety regulations regarding the removal and disposal of the spent blast medium. The offeror must observe and enforce all safety measures required by the Canada Labour Code part II, the Provincial Government Occupational Health and Safety act, Provincial Worker's Compensation Boards and municipal statutes and authorities. Written removal and disposal procedures, including protection of workers shall be provided to the owner upon issuance of the Standing Offer.
- In event of conflict between any provisions of above authorities the most stringent provision will apply.

4 Coating Materials

- Appendix A provides a list of approved coating systems by coating supplier. Paint systems of one supplier shall not be mixed with systems or products of another unless this is part of the specification or unless approved in writing by the Canadian Coast Guard technical authority. All paint products used in the performance of the work must have a minimum of five (5) year successful history of application on buoys placed in the North Atlantic Ocean.
- If a substitution of materials by the offeror is necessary, it is the offeror's responsibility to provide technical documentation of the equivalent in their offers for evaluation by the Canadian Coast Guard technical authority. All thinners, catalyzing/curing agents, and other additives shall be as specified by the coating manufacturer for use with the specified coating system.
- Colors are indicated where appropriate. In most cases, each coat must be contrasting to preceding and succeeding coats. The color of the finish coat is project specific and is provided by the Canadian Coast Guard and as listed in Appendix A. Note: The Top coat colors must be manufactured in batches - tinting of the top coat is NOT acceptable. The top coat must be tested to ASTM D2794 for Effects of rapid deformation (Impact) and be in excess of 140 inch-lbs direct impact and 50 inch-lbs for reverse impact.

- The offeror shall supply all coating materials, catalysts, and thinners unless other arrangements have been made and approved in writing by the Canadian Coast Guard.
- Storage conditions shall be as specified by the manufacturer's data sheet. Use each material within its shelf life as defined by the manufacturer.
- The offeror must not use coatings which have exceeded their shelf life or which have deteriorated in storage. Deterioration is indicated by formation of a surface skin, by gelling, color change, or by settling of solids which cannot be mixed into a smooth consistency. If any doubt of acceptable coatings, the offeror should contact the manufacturer to inspect coating prior to application.

5 Extent of Surface Preparation and Coating

- The areas marked, as "No Coat" shall be masked off to prevent damage. The offeror shall not break open any flanges for surface preparation or coating unless specifically directed to do so in writing by the Canadian Coast Guard.
- Bolts, threads, welds, edges, and other rough or irregular surfaces require special surface preparation and a brush applied stripe coat application of each coating.
- Superstructure mounts require special attention to ensure a good surface preparation and a brush applied stripe coat of each coating.
- Remove/cut away all excess gasket material from inspection plate in order to achieve a good surface preparation and coating application.
- Caulk all seams not fully welded on superstructure and component parts with a suitable caulking such as DOW CORNING CWS or other suitable caulking approved by the owner. Caulking is to be applied after the intermediate coat has been applied and cured, but before the topcoat has been applied.

6 Surface Preparation

6.1 Pre-Cleaning of Surfaces

- 6.1.1 Prior to any other surface preparation, all oil, grease, salt, and/or other contaminants must be removed by application of a Canadian Coast Guard approved water based biodegradable cleaner Amer-Prep 88 (or equivalent). Scrubbing with stiff bristle brushes may be required provided a final pressure rinse with fresh water is employed to remove all cleaning residues.

6.2 Compressed Air

- 6.2.1 Air used for abrasive blasting and spray painting must be free of oil and water. Contractor must perform a blotter test at the nozzle or conventional air spray paint gun at least daily to verify the purity of the air according to Section 8.7.3. Air pressure for abrasive blasting to remove coatings or corrosion must be between 85 - 100 psi (6 - 7 bar) at each nozzle.
- 6.2.2 The offeror must provide adequate traps, separators, and other equipment to assure the specific quantity and cleanliness of air at no extra cost to the Canadian Coast Guard.

6.3 General Requirements of Surface Preparation

- 6.3.1 Pure grit, steel grit, steel shot, aluminum oxide and glass beads are the only approved blast medium. Silica sand must not be used.
- 6.3.2 All blasting must be done in an environmentally controlled area.
- 6.3.3 The degree of surface preparation that is required for each coating system must be as specified in the manufacturers' data sheets.
- 6.3.4 The blast profile (surface roughness) must be as specified in the manufacturer's data sheet for the coating system being applied.
- 6.3.5 Dry abrasive blasting must be used unless approved otherwise in writing by the Canadian Coast Guard. Rust inhibitors, or other surface treatments must not be applied to any surface.
- 6.3.6 The contractor must not perform abrasive blasting when the steel is less than 5°F (3°C) warmer than the dew point of the air. The contractor must not blast surfaces which will become wet before coatings can be applied and achieve initial cure.
- 6.3.7 Remove all blasting residues from all surfaces to be coated immediately before painting using, as appropriate, shovels, brooms, compressed air, and vacuum cleaners. Compressed air used for cleaning must be free of oil and water as specified in Section 5.2.1.
- 6.3.8 Blasted surfaces must be primed the same day that they are blasted unless the blasting area's humidity is controlled to 50% or lower relative humidity. Surfaces, which show flash or pinpoint rusting, must be brush blasted to achieve original specified cleanliness prior to painting.

6.4 Defects in Steel Surfaces

- 6.4.1 Steel defects revealed during abrasive blasting (slivers, laminations, cracks, pitting, etc.) shall be reported to the Canadian Coast Guard for evaluation.

7 Coating Application

- All coatings must be done in an environmentally controlled area.
- Coating materials must be as specified in APPENDIX "A".

7.1 Mixing

- 7.1.1 Mix each component of a coating to break up all solids and to produce a smooth uniform liquid. After each component is fully mixed, combine components as specified on the manufacturer's data sheet and blend thoroughly.

- 7.1.2 Thin coatings only as necessary and only to the extent recommended by the manufacturer using only the manufacturer's recommended thinner. Measure the amount of thinner carefully and record. Mix thoroughly at low speed until a uniform, creamy consistency without streaks of color is achieved.

- 7.1.3 Mixing shall comply with the manufacturer's data sheet unless the Canadian Coast Guard has provided specific alternate written instructions. Induction times, if any, must comply with the manufacturer's printed recommendations.

7.2 Temperature, Humidity, and Moisture Limitations

- 7.2.1 Do not apply coatings when the air temperature, steel temperature, or relative humidity is outside the range permitted on the manufacturer's data sheet

- 7.2.2 Do not apply coatings if the surface will be rained on or will collect condensation before the coatings reach their minimum recoat time as recommended by the manufacturer.

7.3 Surface Condition

- 7.3.1 Apply coatings only to clean dry surfaces that are in their specified state of surface preparation at the time of coating application. Surfaces that show signs of oxidation, rust bloom, or other deterioration must be reblasted to the original specified cleanliness before application of coating.

- 7.3.2 All coatings must be applied in a uniform and continuous film free of holidays, skips, runs, sags, and other defects (as determined by visual inspection).

7.4 Application Equipment and Conditions

- 7.4.1 Apply coatings by brush, roller, conventional air-assisted, or airless spray. Use spray guns, fluid tips, fluid needles, air caps, atomizing tips, hoses, packing, and other equipment that are specified on the coating manufacturer's data sheet. Brush application of a spot primer is acceptable provided the specified thickness is achieved.
- 7.4.2 When using conventional spray use pressure pots with two independent regulators, one for the pot pressurization air, and the other for the atomization air. All air must meet requirements of Section 6.2.1.
- 7.4.3 Spray equipment including guns, hoses, pots, etc. must be thoroughly cleaned after each use, or between shifts, as required to prevent contamination of coating materials by residues in the spray equipment.
- 7.4.4 Stripe Coating: Brush or roller apply between each and every coat to all edges, welds, threads, bolts, and other rough or irregular surfaces before spray application.
- 7.4.5 Do not use any coating material, which has reached its pot life as defined in the manufacturer's data sheet.
- 7.4.6 Apply all coatings without runs, sags, blisters, dry spray, over-spray, entrained trash, and entrained blast abrasive.
- 7.4.7 Apply each coat at the thickness specified in the manufacturer's data sheet. Verify by measuring dry film thickness (DFT) with an acceptable CSA approved dry film thickness gauge.

7.5 Cure of Coatings

- 7.5.1 Allow each coat to cure as specified on the manufacturer's data sheet before application of successive coats.
- 7.5.2 Application of successive coats must be done within recoat window as specified on the manufacture's technical data sheet.

8 Quality Control and Inspection

- The offeror is responsible for the quality of all work performed and for assuring compliance with these specifications. The offeror must stop operations and promptly notify the Canadian Coast Guard or its representative when conditions develop which could adversely affect the quality of the completed work.

- The Canadian Coast Guard or its representative may inspect any work, equipment, material storage, or any other aspect of the project at any time during the project. The Canadian Coast Guard or its representative inspectors shall have safe access to all work and storage areas, but will not interfere with offeror's normal operations.
- The offeror must provide all inspection and calibration equipment needed to perform the quality control and testing functions outlined in this specification. The equipment needed shall include, but not be limited to the following: as listed below)
 - Surface Profile Testex Press-O-Film Replica Tape
 - Air Thermometer
 - Flashlight
 - Surface Thermometer
 - Sling psychrometer with psychrometric tables or suitable digital meter
 - Materials to perform blotter test per paragraph 6.2.1.
 - Telescoping inspection mirrors for inspection of areas that are difficult to see
 - Wet film thickness (WFT) gauge
 - Dry film thickness (DFT) gauge
- The offeror must record the results of all quality control checks and testing. The offeror must submit sample copies of inspection forms to the Canadian Coast Guard or its representative for approval prior to beginning job. Records shall include the identification of the buoy and component parts etc. and any physical inspection results.
- The quality control inspections and tests specified in this specification are considered to be a minimum. Further non-destructive testing may be required as follow-up when inspection results are not acceptable or when other problems arise and will be the responsibility of the contractor to repair.
- Work not meeting the material or quality requirements of this specification, as determined by the Canadian Coast Guard or its representative must be repaired or redone at Contractor's expense.

8.1 Coatability

8.1.1 All surfaces to be coated must be inspected for coatability prior to blasting and coating. All defects must be corrected before proceeding with the coating application.

8.1.1.1 Ambient Conditions

The steel surface temperature, ambient air temperature, humidity, and dew point must be checked and recorded at least every 4 hours (but always immediately before painting) during all blasting, coating, drying, and curing procedures.

Measure air temperature, relative humidity, and dew point with any suitable sling psychrometer and corresponding psychrometric tables, or CSA approved meter. Measure steel temperature with any suitable surface sensing thermometer such as Pacific Transducer Corporation (PTC) Model 312F or other CSA approved meter and recording device as required.

8.1.1.2 Compressed Air Supply

Perform a blotter test by directing a strong stream of compressed air at a clean white absorbent material or at a smooth plastic or metal surface. No oil, water, or discoloration must be visible in either case. Test the air at the farthest point downstream of oil traps and dryers. This test must be performed at least daily and more often if deemed necessary by Offerer's representative. In all cases, this test must be performed immediately before application of any coating.

8.1.1.3 Surface Cleanliness

Inspect the surface cleanliness after blasting and prior to coating application using visual comparators according to SSPC-VIS 1-89 or VIS 3 or equivalent, as appropriate.

8.1.1.4 Surface Profile

The surface profile of blasted surfaces shall be inspected prior to the application of the coating using Testex Press-0-Film replica tape or equivalent. Use according to the manufacturer's instructions. The profile depth must be as specified in the manufacturer's data sheet. Report results and attach replica tape to inspection report.

8.1.2 Dry Film Thickness (DFT)

Determination of DFT must be based on a sufficient number of spot measurements needed to verify compliance with the requirements listed in the manufacturers' data sheet. The Canadian Coast Guard reserves the right to make as many measurements as needed to determine compliance. At a minimum, one spot measurement per 50 ft² (3.6 m²) is required to assure compliance.

A spot measurement is defined as the average of three gauge readings taken in close proximity to each other. The gauge readings must be no closer than 0.5 in. (12 mm) and no further apart than 3 in. (75 mm). Each gauge reading must be at least 80% of the specified minimum thickness and less than 120% of the specified maximum. The average of the three gauge readings constitutes a spot measurement. The spot measurement must fall within the specified DFT range given in the manufacturer's data sheet. Thickness measurements must be made with a magnetic type, dry film thickness gauge for ferrous substrates such as Mikrotest III or IV, Quanix 1500, Positector 6000, Eicometer 335, or other as approved by the Canadian Coast Guard. The gauge must be calibrated according to the gauge manufacturer's instructions using the National Institute of Standards and Technology (NIST) Certified Coating Thickness Calibration Standards for Nonmagnetic Coating on Steel or equivalent or the calibrated plastic shims provided by the manufacturer of the instrument being used.

Calibrate gauge before each use as a minimum. If calibration has drifted, the contractor must repeat the measurements until the data agrees with the previous measurements.

8.1.3 Coating Integrity

The coating shall be examined for blisters, runs, sags, dry spray, and foreign material after the last coat has dried and before it has cured. The owner may reject coatings containing blisters, runs, sags, dry spray, or foreign material.

8.1.4 General Cleanliness Inspection

A cleanliness inspection shall be performed prior to each application of coating and prior to final cure to ensure that the applied coating is free of all visible foreign materials.

8.2 Inspection Hold Points

The following is a list of inspection hold points. The offeror must cease operations on a particular structure at these hold points and obtain the approval of the on-site Canadian Coast Guard representative before proceeding.

The inspection holds points are:

- Verification of surface cleaning before abrasive blasting.
- Verification of surface after blasting and before coating
- Verification of coating quality and thickness after each coat of material prior to application of additional coats.
- Verification of caulking.

At the hold points listed above, the Canadian Coast Guard inspector will confirm that the offeror has made the proper inspection and that the results of that inspection conform to this specification. The existence of these hold points does not release the offeror from conducting the necessary inspections. Other required hold points may be determined later at the Canadian Coast Guard inspector's discretion, provided the offeror receives prior notice.

STATEMENT OF WORK ANNEX A

COATING SYSTEM 1 (NEAR WHITE BLAST)

ZINC RICH EPOXY - FAST DRY EPOXY - POLYURETHANE - ANTIFOULING

1.0 SURFACE PREPARATION FOR PAINTING

- 1.1 Coating performance is, in general, proportional to the degree of surface preparation.
- 1.2 Must use abrasive blasts to remove rust and mill scale.
- 1.3 Prior to coating, surface must be cleaned, dry, undamaged and free of all loose rust, dirt, grease or other contaminants, including salt deposits.
- 1.4 Round off all rough welds, and sharp edges. Remove all weld spatters from areas to be coated.
- 1.5 All steel surfaces must be cleaned with PREP 88 or equivalent Water Based Cleaner and high-pressure water rinsed with minimum of 1000 P.S.I.; allow drying prior to abrasive blasting.
- 1.6 Dry Abrasive Blast Clean in accordance with SSPC-SP10 NEAR WHITE BLAST CLEANING or equivalent. Blast to achieve a 1-2 mil profile as indicated by a Keane-Tator Surface Profile Comparator, Testex Tape or similar device.
- 1.7 Apply primer to all surfaces as soon as possible to prevent blasted surface from rusting.

2.0 PAINTING SYSTEM 1

- 2.1 **WATER LINE UP**
(AMERCOAT 68HS – AMERCOAT 83HS - AMERSHIELD) or equivalent
 - 2.1.1 Apply stripe coat of AMERCOAT 68HS Zinc Rich Epoxy Primer to all welds, edges, bolts, threads, and other rough or irregular surfaces, before spray application of Amercoat 68HS Zinc Rich Epoxy Primer, at 3.0 mils DFT.
 - 2.1.2 Apply stripe coat of Amercoat 83HS Fast Dry Epoxy to all welds, edges, bolts, threads, and other rough or irregular surfaces before spray application of Amercoat 83HS Fast Dry Epoxy at 5.0 - 6.0 mils DFT.

- 2.1.3 Apply stripe coat of Amershield Aliphatic Polyurethane Coating to all welds, edges, bolts, threads, and other rough or irregular surfaces before spray application of Amershield at 5.0 mils DFT.
* Must be factory batched as no tinting of material will be accepted.

2.2 WATER LINE DOWN (AMERCOAT 83HS / AMERCOAT 83HS / AMERON ABC#4 ANTIFOULING / AMERON ABC#4 ANTIFOULING) or equivalent

- 2.2.1 Apply stripe coat of Amercoat 83HS Fast Dry Epoxy to all weld, edges, bolts, threads, and other rough or irregular surfaces before spray application of Amercoat 83HS Fast Dry Epoxy at 5.0 - 6.0 mils DFT.
- 2.2.2 Apply a second coat of Amercoat 83HS using stripe coat of Amercoat 83HS to all welds, edges, bolts, threads, and other rough or irregular surfaces before spray application of Amercoat 83HS at 5.0 - 6.0 mils DFT.
- 2.2.3 Apply 1 Coat of Ameron ABC#4 ANTIFOULING BLUE at 5.0 - 6.0 mils DFT.
- 2.2.4 Apply 1 Coat of Ameron ABC#4 ANTIFOULING RED at 5.0 - 6.0 mils DFT.
- 2.2.5 Total Antifouling 10.0 - 12.0 mils DFT. The Antifouling system must be a system that has been in use in the North Atlantic Ocean for a minimum of 5 years.

COATING SYSTEM 2 (COMMERCIAL BLAST)

FAST DRY EPOXY- FAST DRY EPOXY-POLYURETHANE - ANTIFOULING

3.0 SURFACE PREPARATION FOR PAINTING

- 3.1 Coating performance is, in general, proportional to the degree of surface preparation.
- 3.2 Must use abrasive blasts to remove rust and mill scale.
- 3.3 Prior to coating, surface must be cleaned, dry, undamaged and free of all loose rust, dirt, grease or other contaminants, including salt deposits.
- 3.4 Round off all rough welds, and sharp edges. Remove all weld spatters from areas to be coated.
- 3.5 All steel surfaces must be cleaned with PREP 88 or equivalent Water Based Cleaner and high-pressure water rinsed with minimum of 1000 P.S.I.; allow drying prior to abrasive blasting.
- 3.6 Dry Abrasive Blast Clean in accordance with SSPC-SP6 COMMERCIAL BLAST CLEANING or equivalent. Blast to achieve a 1 - 2 mil profiles as indicated by a Keane-Tator Surface Profile Comparator, Testex Tape or similar device.
- 3.7 Apply coating as soon as possible to prevent blasted surface from rusting.

4.0 PAINTING SYSTEM 2

4.1 WATER LINE UP

(AMERCOAT 83HS / AMERCOAT 83HS / AMERSHIELD or equivalent)

- 4.1.1 Apply stripe coat of AMERCOAT 83HS FAST DRY Epoxy Primer to all welds, edges, bolts, threads, and other rough or irregular surfaces, before spray application of Amercoat 83HS Fast Dry Epoxy Primer, at 5.0 - 6.0 mils DFT.
- 4.1.2 Apply stripe coat of Amercoat 83HS Fast Dry Epoxy to all welds, edges, bolts, threads, and other rough or irregular surfaces before spray application of Amercoat 83HS Fast Dry Epoxy at 5.0 - 6.0 mils DFT.
- 4.1.3 Apply stripe coat of Amershield Aliphatic Polyurethane Coating to all welds, edges, bolts, threads, and other rough or irregular surfaces before spray application of Amershield at 5.0 mils DFT.
- 4.1.4 TOTAL FOR WATER LINE UP AT 15.0-17.0 mils DFT.

4.2 WATER LINE DOWN

- 4.2.1 Apply stripe coat of AMERCOAT 83HS FAST DRY Epoxy Primer to all welds, edges, bolts, threads, and rough or irregular surfaces before spray application of Amercoat 83HS Fast Dry Epoxy Primer, at 5.0 - 6.0 mils DFT.
- 4.2.2 Apply stripe coat of AMERCOAT 83HS FAST DRY Epoxy Primer to all welds, edges, bolts, threads, and rough or irregular surfaces, before spray application of Amercoat 83HS Fast Dry Epoxy Primer, at 5.0 - 6.0 mils DFT.
- 4.2.3 Apply 1 Coat of Ameron ABC#4 ANTIFOULING BLUE at 5.0 - 6.0 mils DFT.
- 4.2.4 Apply 1 Coat of Ameron ABC#4 ANTIFOULING RED at 5.0 - 6.0 mils DFT.
- 4.2.5 Total Antifouling 10.0 - 12.0 mils DFT.
- 4.2.6 Total below water line 20.0 - 24.0 mils DFT.

COATING SYSTEM 3

SPOT BLAST SSPC-SP6 / BRUSH-OFF BLAST SSPC-SP7

MAINTENANCE SYSTEM FOR HPC

(AMERLOCK 2 / AMERLOCK 2 / AMERSHIELD / ANTIFOULING or equivalent)

5.0 SURFACE PREPARATION FOR PAINTING

- 5.1 Coating performance is, in general, proportional to the degree of surface preparation. Wash entire surface with Prep 88 or equivalent Water based cleaner and pressure rinse with minimum of 1000 P.S.I.
- 5.2 Abrasive spot blast damaged area to SSPC-SP6 or equivalent to remove all loose rust, mill scale, and paint to bare substrate and achieve a 1 - 2 mil profile. Feather edge all repairs back into existing intact coating.
- 5.3 Balance of tightly adhered coating to be Brush-off Blast to SSPC-SP7 or equivalent. Surface should be sufficiently abraded to provide good adhesion and bonding of coating system.
- 5.4 Prior to coating, surface must be clean, dry, undamaged, and free of all loose rust, dirt, grease, or other contaminants, including salt deposits.
- 5.5 Round off all rough welds, and sharp edges. Remove all weld spatters from area to be coated.
- 5.6 Apply coating as soon as possible to prevent bare blasted surface from rusting.

6.0 PAINTING SYSTEM 3

6.1 WATER LINE UP

(AMERLOCK 2 / AMERLOCK 2 / AMERSHIELD or equivalent)

- 6.1.1 Apply stripe coat of Amerlock 2 to all welds, sharp edges, bolts, threads, and other rough or irregular surfaces. Apply 2 coats of Amerlock 2 Pearl Grey at 5.0 - 8.0 mils per coat to all bare surfaces.
- 6.1.2 Apply stripe coat of Amershield Aliphatic Polyurethane Coating to all welds, edges, bolts, threads, and other rough or irregular surfaces, before spray application of Amershield at 3.0 - 5.0 mils DFT.
- 6.1.3 Total DFT for water line up at 13.0 - 21.0 mils D.F.T.

- 6.2 WATER LINE DOWN
(AMERLOCK 2 / ABC ANTIFOULING or equivalent)
- 6.2.1 Apply 2 coats of Amerlock 2 Pearl Grey at 5.0 - 8.0 mils DFT per coat to all bare areas.
- 6.2.2 Apply 1 coat Ameron ABC#4 blue antifouling at 5.0 - 6.0 mils DFT.
- 6.2.3 Apply 1 coat Ameron ABC#4 Red antifouling at 5.0 - 6.0 mils DFT.
- 6.2.4 Note: If existing Antifouling is in good condition, then make sure surface is clean and prepared and apply another coat of ABC#4 Red to bring up to original specification of 10.0 - 12.0 mils DFT of Antifouling. For total D.F.T. of 20.0 - 24.0 mils DFT.

COLOUR SELECTION CANADIAN COAST GUARD

GREEN - 503-107

RED - 509-102

WHITE

SAFETY YELLOW

BLACK

ABC#4 ANTIFOULING BLUE

ABC#4 ANTIFOULING RED

AMERCOAT 83HS BUFF

AMERCOAT 68HS REDDISH GREY

AMERLOCK 2 PEARL GREY

NOTE: ALL BASE PAINTS AND COLOUR PIGMENTS SUPPLIED MUST BE LEAD FREE

STATEMENT OF WORK ANNEX B

Environmental Issues

The offeror must not to dispose of paints or solvents by pouring on the ground. The offeror must use proper containers and ensure proper disposal.

Paints are regarded as hazardous products and are subject to regulations for disposal. Written disposal procedures must be provided to the owner upon issuance of the Standing Offer. Information on these controls can be obtained from the Provincial Ministers of Environment and Regional levels of Government.

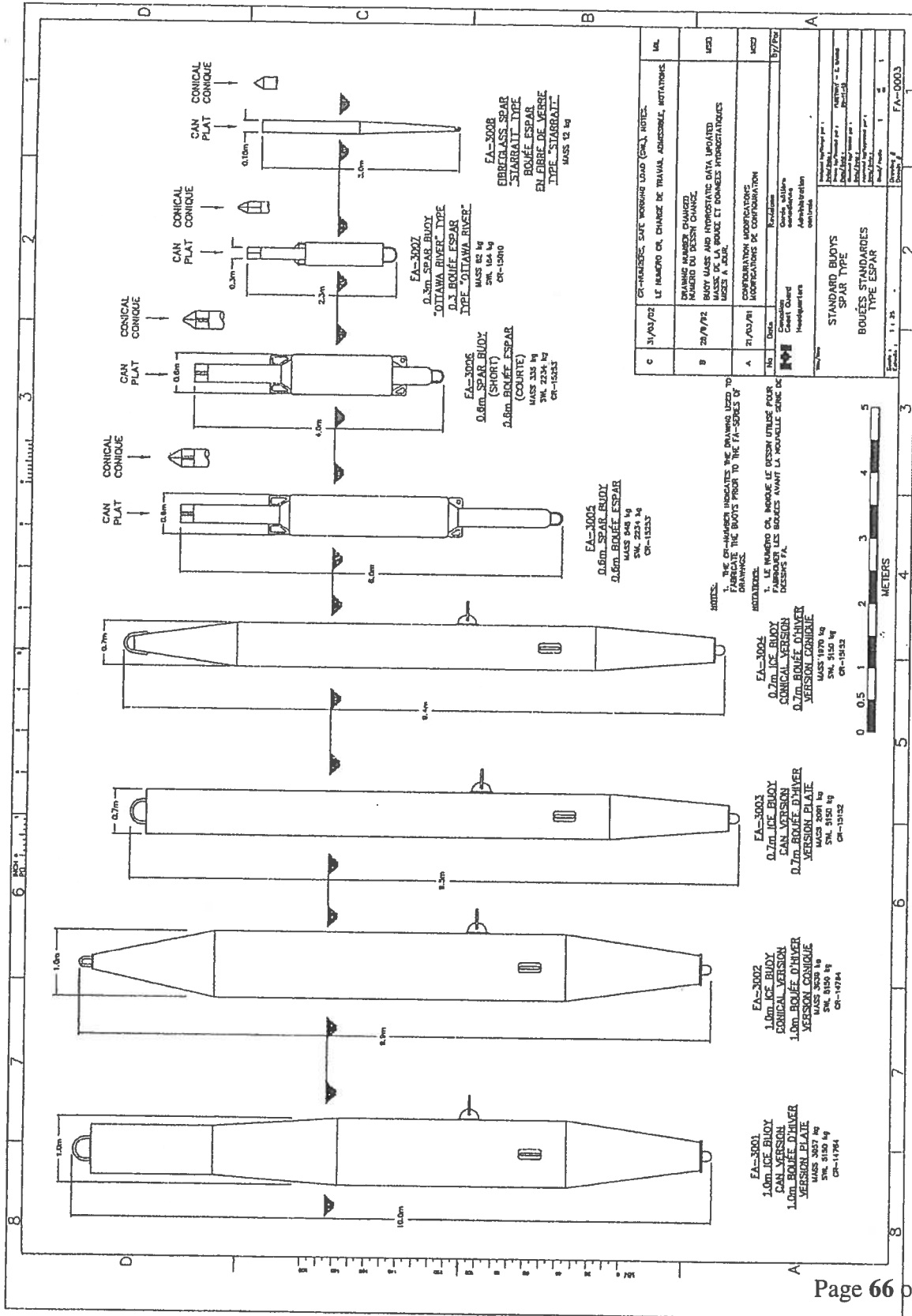
The offeror must not to dispose of spent blast medium by any method other than approved methods and must comply with current disposal regulations. Written disposal procedures must be provided to owner upon issuance of the Standing Offer. Information on these controls can be obtained from the Provincial Ministers of the Environment and Regional levels of Government.

STATEMENT OF WORK ANNEX C

Square area (ft²) and weights of buoys

2.9m whistle – FA 1010	6404 kg	540 sq.ft.
2.9m bells – FA 1007	4673 kg	375 sq.ft.
1.8m buoy – FA 1004	2822 kg	315 sq.ft.
1.4m buoy – FA 1001	1647 kg	140 sq.ft.
0.6m steel spar (long) – FA 3005	548 kg	93 sq.ft.
0.6m steel spar (short) – FA 3006	335 kg	84 sq.ft.

Standard Buoys Spar Type



Picture of a Buoy Yard



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AIDS TO NAVIGATION DIRECTIVE

Buoy Surface Colours

1.0 SCOPE

This directive specifies the surface colours and combinations and arrangements of colours to be used on the various types and categories of buoys in the Canadian aids to navigation system.

2.0 DEFINITIONS

2.1 *Buoy Surface Colour*

Buoy Surface Colour is a buoy's daytime characteristic. Symbols, colours and arrangement of colours indicate the function of the buoy to the mariner.

3.0 BACKGROUND

The surface colour of each buoy is an integral and important part of the buoyage system. In daytime, the mariner's perception of colours and combinations of colours on a buoy is crucial to the identification of the buoy, to the decisions the mariner makes, and to the navigating action he/she takes. The mariner's perception must be quick and accurate. It is the responsibility of the Canadian Coast Guard (CCG) to ensure that buoys are coloured and maintained correctly so the intended message is clear and unmistakable.

4.0 PRINCIPLES

4.1 *Colour Specifications¹*

Colours shall be uniform across the above-water surface of the buoy. It is mandatory that the buoy meet the colours specified in the IALA recommendation E-108 (May 2004). Colour above the water is to remain stable for the total life of the buoy. The colour under water will be the same as the above water colour unless using antifouling paint below the waterline. Then the colour of the lower portion of the buoy shall extend to the waterline since the colour of such paints cannot be controlled.

Note: Until a national policy and/or guideline is developed and implemented on the use of antifouling paint above the water line, such practice should be discouraged. In instances where it is absolutely necessary to extend antifouling paint above the waterline, the colour scheme must be such that it does not confuse or mislead the mariner and/or create a dangerous situation.

¹ Canadian General Standards Board (CGSB) Standard 1GP12c Standard Paint Colors was withdrawn in February 1991. The US Federal Standard 595B was recommended as a replacement.

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Buoys shall be capable of displaying all existing standard Canadian Coast Guard (CCG) colour characteristics for marine aids to navigation as described in TP968 "The Canadian Aids to Navigation System".

The U.S. Federal Standard for Government Procurement, Colors Vol. 1, FED-STD-595B colour specifications may be used for the following colours:

Colour	RAL Number
Red	11350
Light Green	14193
Dark Green	14066
Yellow	13655
Orange	22510
Black	17038
White	17925

Colours can be viewed at the following internet site: <http://www.colorservers.net/>

Green colour 14193 and 14066 are to be considered the standard and are to be chosen based on background considerations.

4.2 Buoy/Colour Categories

The various categories of buoys shall be coloured as detailed below, and as summarized in the enclosed appendices. In each case, the colour of the buoy below the waterline shall be the same as that immediately above the waterline. This colour shall extend to the bottom of the float portion of the buoy. This requirement does not apply when antifouling paint is used below the waterline since the colour of such paints cannot be controlled. In such cases, the colour of the lower portion of the buoy above water shall extend only to the waterline.

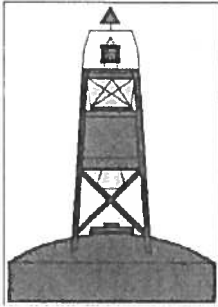
4.2.1 Port Hand Buoys



Port Hand buoys shall be coloured green (see Appendix 1).

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4.2.2 Starboard Hand Buoys



Starboard Hand buoys shall be coloured red (see Appendix 2).

4.2.3 Bifurcation Buoys



Bifurcation buoys shall be coloured either red with a continuous horizontal green band, or green with a continuous horizontal red band. The green or red band shall be as follows:

a) For Can, Conical and Spar Buoys

The band shall be as shown as colour B in Appendices 3 and 4. It shall be equal in width to $\frac{1}{3}$ of the distance between the waterline and the top of the buoy (not including the light).

It shall be located such that the distance from the top of the buoy to the top edge of the band is $\frac{1}{3}$ of the distance between the waterline and the top of the buoy (not including the light).

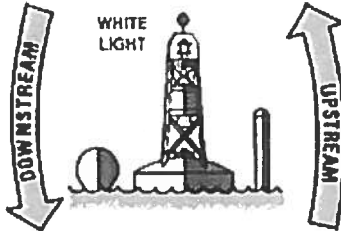
b) For Pillar Buoys

The band shall be as shown as colour B in Appendices 3 and 4. It shall be equal in width to $\frac{1}{2}$ of the distance between the waterline and the top of the buoy (not including the light).

It shall be located such that its lower edge is on the deck of the buoy mid-way between the superstructure legs and the nearest outer edge of the buoy. (i.e., a circular portion of the buoy deck will be the colour of the central band).

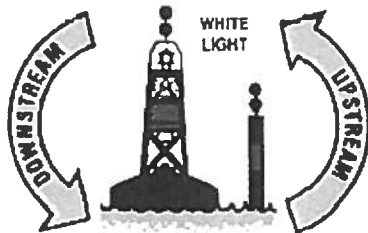
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4.2.4 Fairway Buoys



Fairway buoys shall be coloured red and white in alternating vertical stripes. The width of each stripe shall be equal to 1/4 of the circumference of the buoy (see Appendix 5).

4.2.5 Isolated Danger Buoys

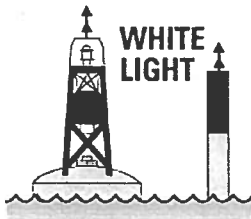


Isolated Danger Buoys shall be coloured black with a continuous horizontal red band. The red band shall be sized and located in accordance with the principles detailed in points 4.2.3 (a) and 4.2.3 (b) and as shown for colour "B" in Appendix 6.

4.2.6 Cardinal buoys

Cardinal buoys shall be coloured yellow and black in accordance with the following specifications.

a) North Cardinal



North Cardinal buoys shall be coloured black above yellow. The black top portion shall be as follows:

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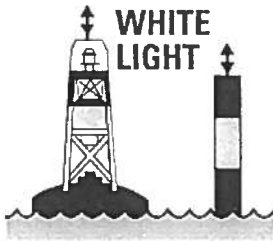
i) For Can, Conical and Spar Buoys

The entire top 1/2 of the buoy above the waterline shall be colour "A" as shown in Appendix 7.

ii) For Pillar Buoys

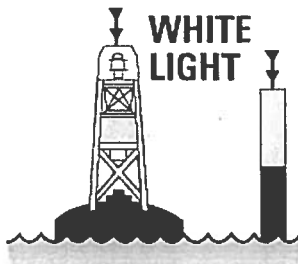
The entire superstructure and the top part of the buoy body down to a point midway between the superstructure legs and the nearest outer edge of the buoy shall be colour "A" as shown in Appendix 7.

b) East Cardinal buoys



East Cardinal buoys shall be coloured black with a continuous horizontal yellow band. The yellow band shall be sized and located in accordance with the principles detailed in points 4.2.3 a) and 4.2.3 b) above, and as shown as colour "B" in Appendix 8.

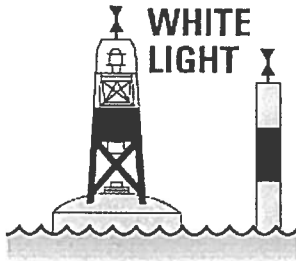
c) South Cardinal



South Cardinal buoys shall be coloured yellow above black. The yellow top portion shall be sized and located in accordance with the principles in points 4.2.6 a) i) and 4.2.6 a) ii) above, and as shown as colour "A" in Appendix 9.

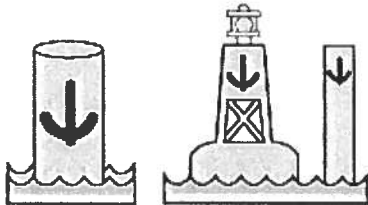
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d) West Cardinal Buoys



West Cardinal buoys shall be coloured yellow with a continuous horizontal black band. The black band shall be sized and located in accordance with the principles in points 4.2.3 a) and 4.2.3 b) above, and as shown as colour "B" in Appendix 10.

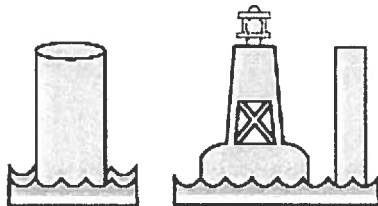
4.2.7 Anchorage Buoys



Anchorage buoys shall be coloured yellow with a black anchor symbol on at least two sides. The anchor symbol shall be applied as follows:

- a) It shall be styled in accordance with Appendix 11.
- b) It shall be sized such that its width is not less than 1/2 of the diameter of the buoy or of the width of the superstructure at the point where the symbol is to be applied.
- c) It shall be applied to a solid yellow background. In the case of a pillar buoy with an open superstructure, this will require that solid plates be attached to the superstructure for this purpose.

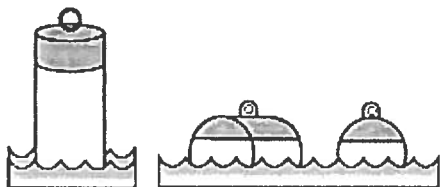
4.2.8 Cautionary Buoys



Cautionary buoys shall be coloured yellow (see Appendix 12).

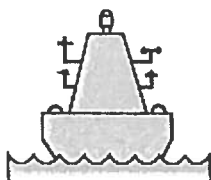
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4.2.9 Mooring Buoys



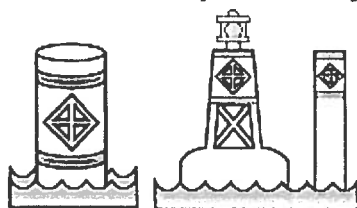
Mooring buoys shall be coloured white with the top 1/3 of the buoy above the waterline coloured orange (see Appendix 13).

4.2.10 Scientific (ODAS) Buoys



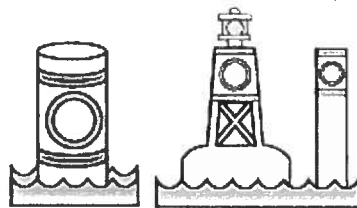
OAS buoys shall be coloured yellow. (Refer to the Collision Regulations, Canada Shipping Act – see Appendix 14).

4.2.11 Keep Out Buoys



Keep Out buoys shall be coloured white and shall display signs in conformance with the Boating Restriction Regulations, Canada Shipping Act (see Appendix 15).

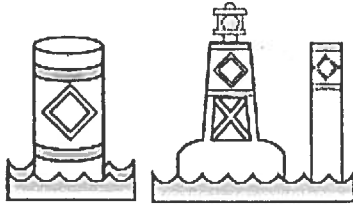
4.2.12 Control Buoys



Control buoys shall be coloured white and shall display signs in conformance with the Boating Restriction Regulations, Canada Shipping Act (see Appendix 16).

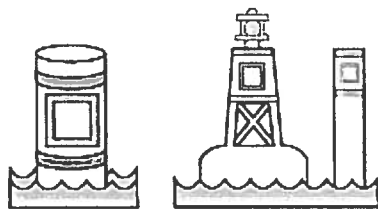
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4.2.13 Hazard Buoys



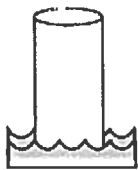
Hazard buoys shall be white and display an orange diamond symbol on two opposite sides and two orange bands, one above and one below the diamond symbols. Information words or symbols shall be black and placed within the diamond, or if space does not permit, elsewhere between the two bands (see Appendix 17).

4.2.14 Information Buoys



Information buoys shall be coloured white and shall display an orange open faced square symbol on two opposite sides and two horizontal bands, one above and one below the square symbol with black lettering or illustration. The black lettering or illustration shall convey the intended message and shall be as large as possible, given the inside dimensions of the square portion of the sign (see Appendix 18).

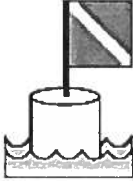
4.2.15 Swimming Buoys



Swimming buoys shall be coloured white (see Appendix 19).

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4.2.16 Diving Buoys



Diving buoys shall be coloured white and surmounted by a square red flag not less than 50cm. in length and width with a white diagonal stripe from the top of the hoist to the bottom of the fly (see Appendix 20).

4.3 Topmarks

Topmarks shall be coloured (see Appendix 21):

- a) Green for port hand and port bifurcation buoys;
- b) Red for starboard hand, fairway and starboard bifurcation buoys;
- c) Black for isolated danger buoys;
- d) Black for cardinal buoys;
- e) Yellow for special buoys.

5.0 RESPONSIBILITIES

The Regional Aids Superintendent is responsible for the interpretation and administration of this directive.

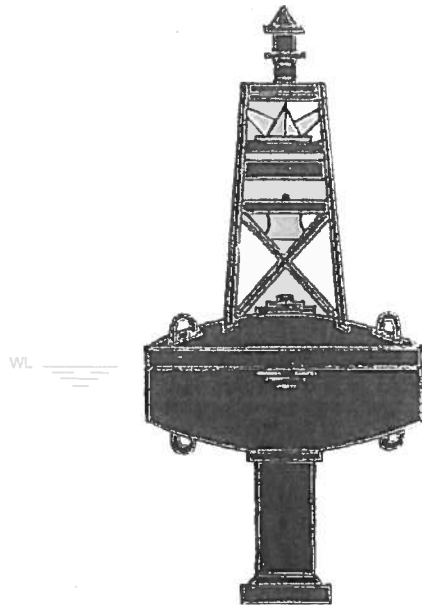
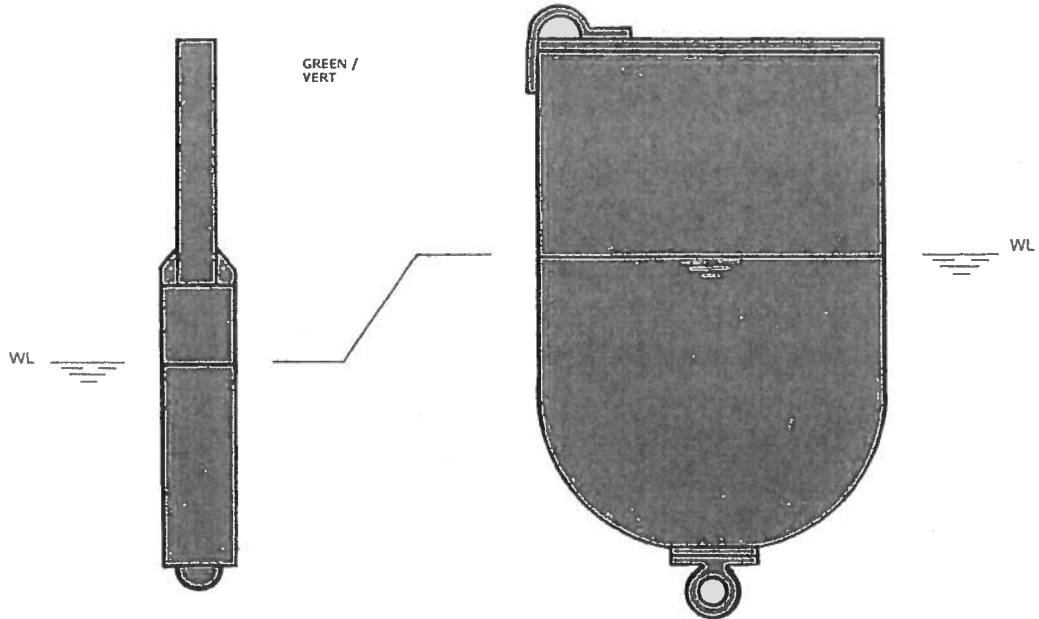
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BUOY CATEGORY	COLOUR	APPLICABLE ILLUSTRATION
Port	Green	Appendix 1
Starboard	Red	Appendix 2
Port Bifurcation	Green/Red/Green	Appendix 3
Starboard Bifurcation	Red/Green/Red	Appendix 4
Fairway	Red and white vertical stripes bands	Appendix 5
Isolated Danger	Black with red band	Appendix 6
North Cardinal	Black above yellow	Appendix 7
East Cardinal	Black with yellow bands	Appendix 8
South Cardinal	Yellow above Black	Appendix 9
West Cardinal	Yellow with black bands	Appendix 10
Anchorage	Yellow with black anchor symbol	Appendix 11
Cautionary	Yellow	Appendix 12
Mooring	White with orange band	Appendix 13
Scientific (ODAS)	Yellow	Appendix 14
Keep Out	White with orange sign	Appendix 15
Control	White with orange sign and black lettering or illustration	Appendix 16
Hazard	White with orange sign and black lettering or illustration	Appendix 17
Information	White with orange sign and black lettering or illustration	Appendix 18
Swimming	White	Appendix 19
Diving	White with red and white flag	Appendix 20

Surface Colour Arrangements for Topmarks (Lateral, Cardinal and Special marks) – see Appendix 21

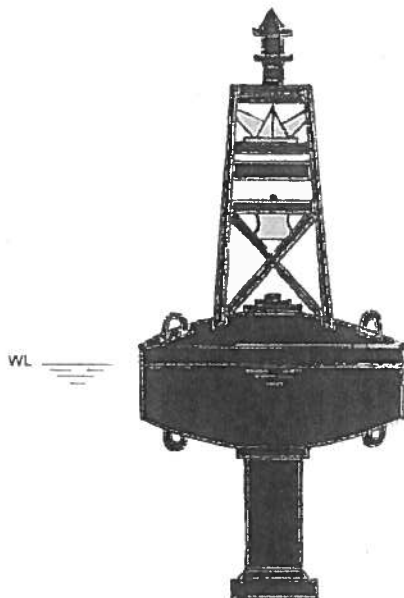
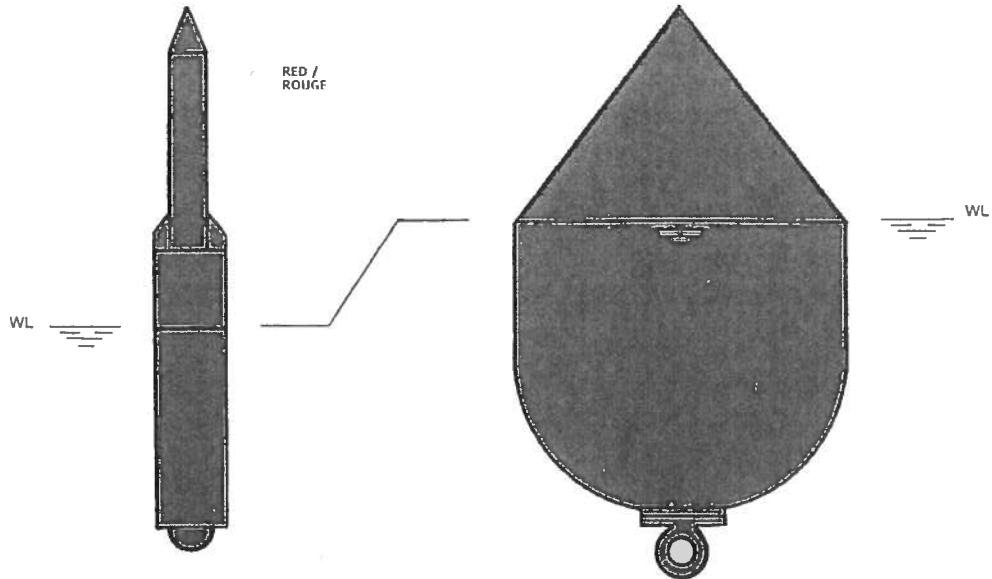
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Appendix 1 - Surface Colour Arrangement for Port Buoys

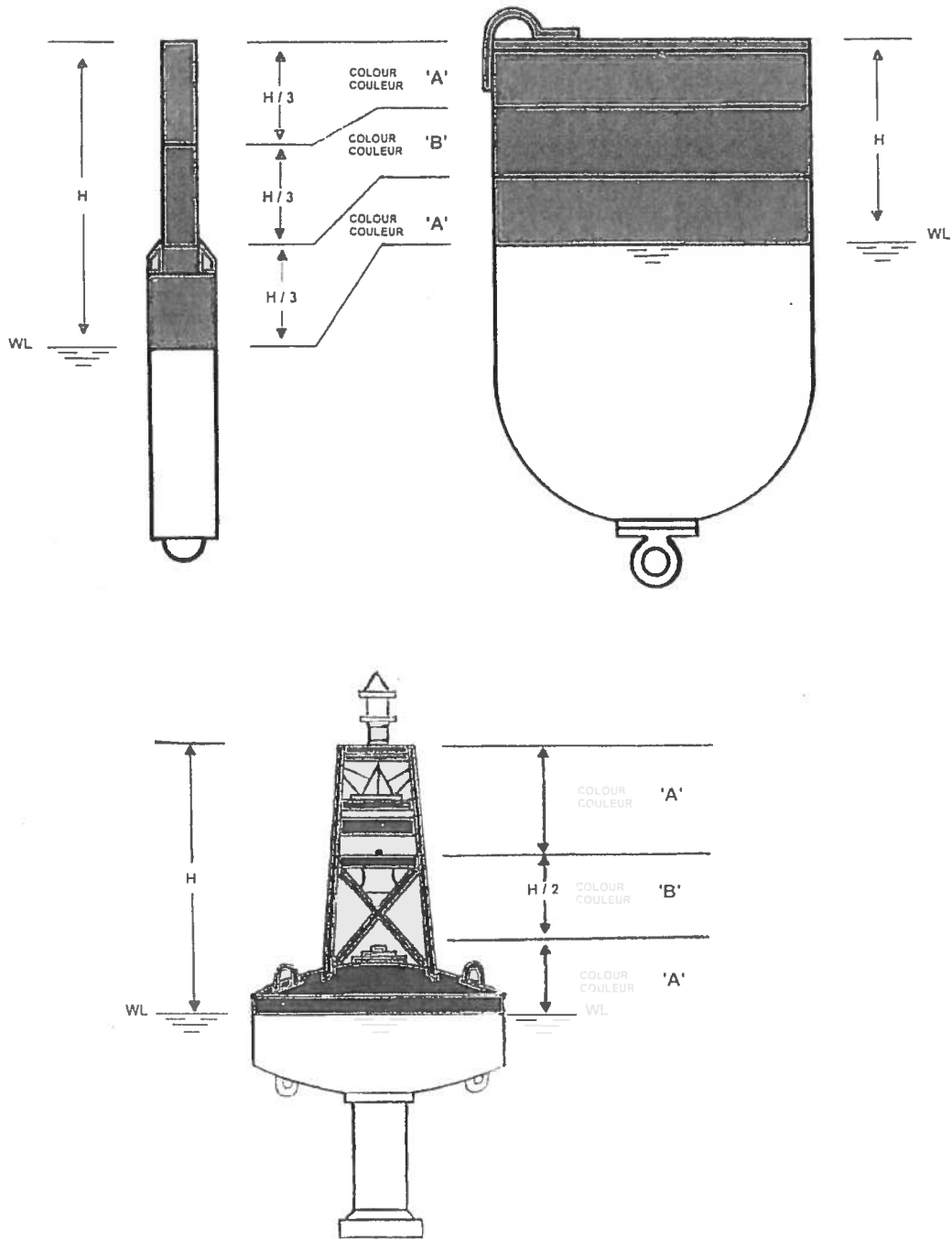


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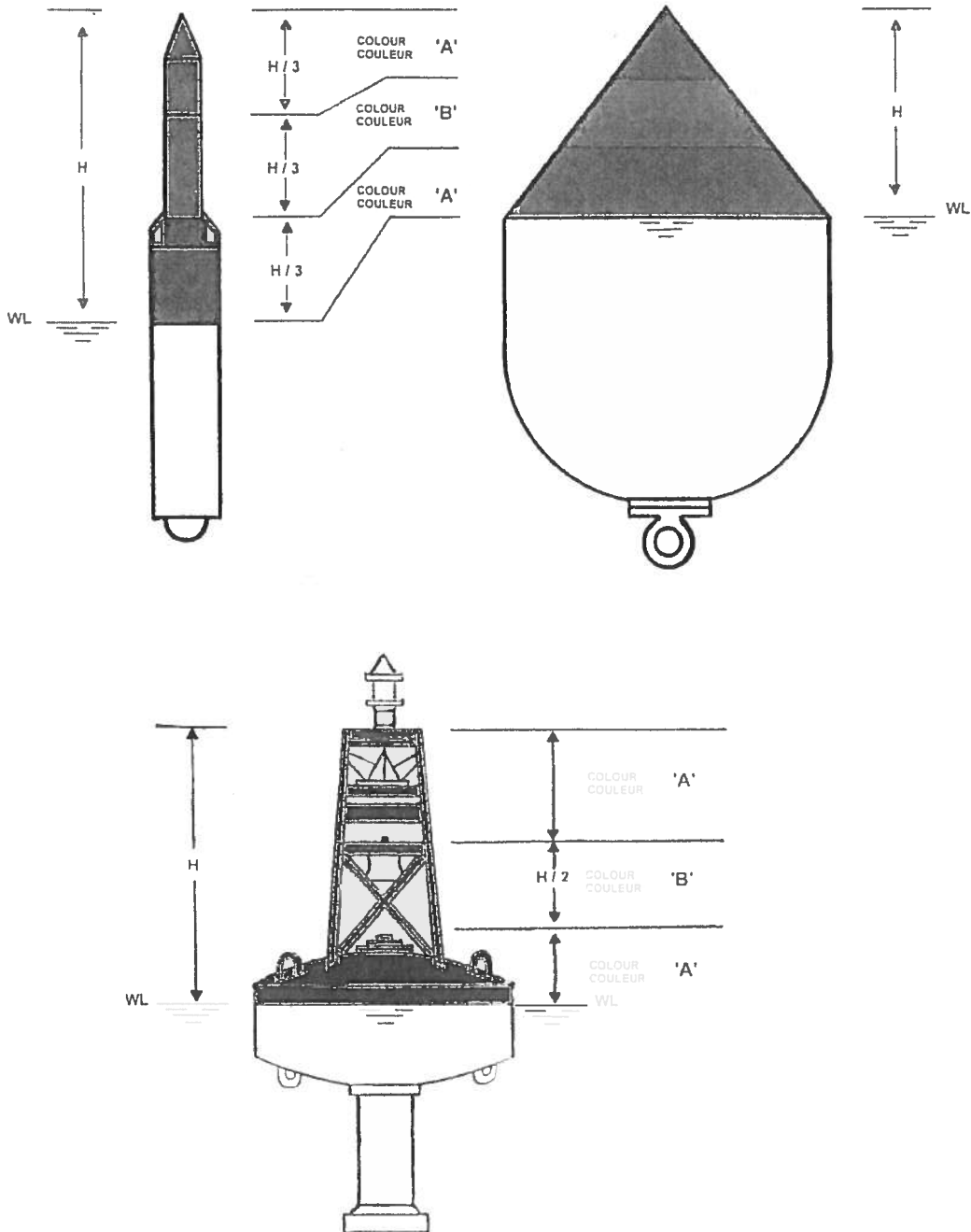
Appendix 2 - Surface Colour Arrangement for Starboard Buoys



Appendix 3 - Surface Colour Arrangement for Port Bifurcation Buoys

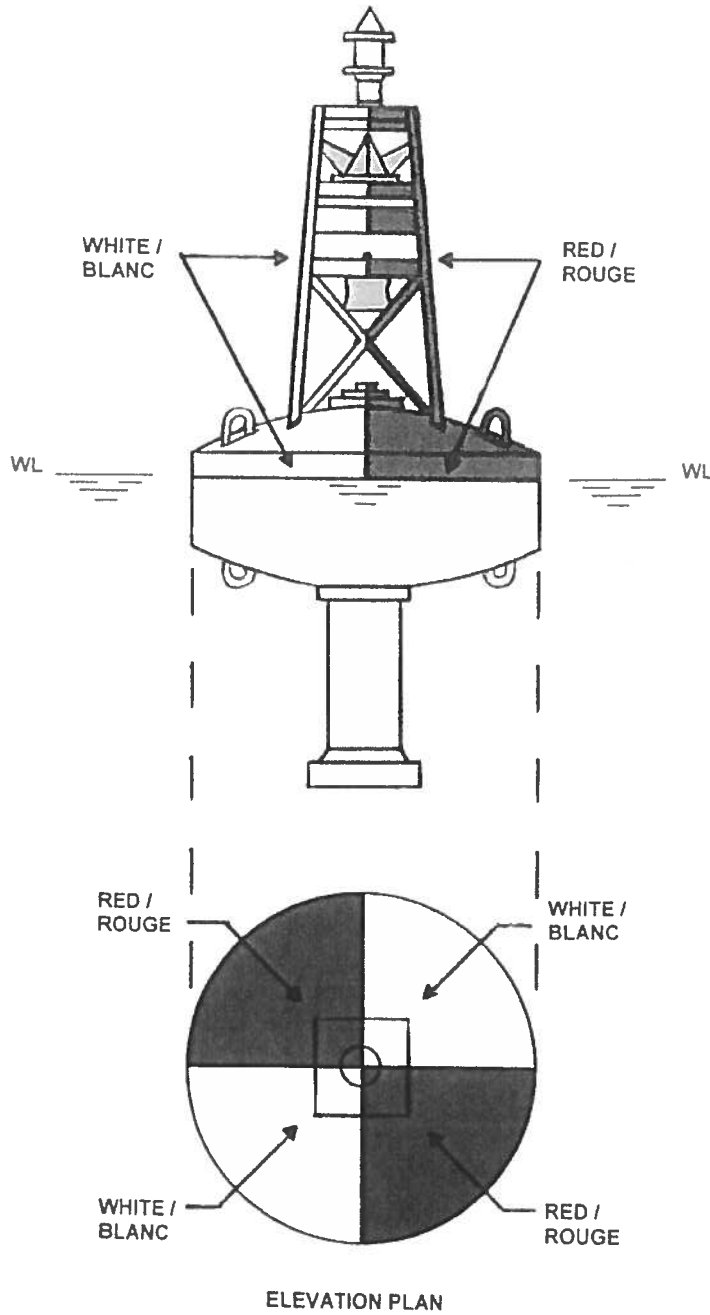


Appendix 4 - Surface Colour Arrangement for Starboard Bifurcation Buoys



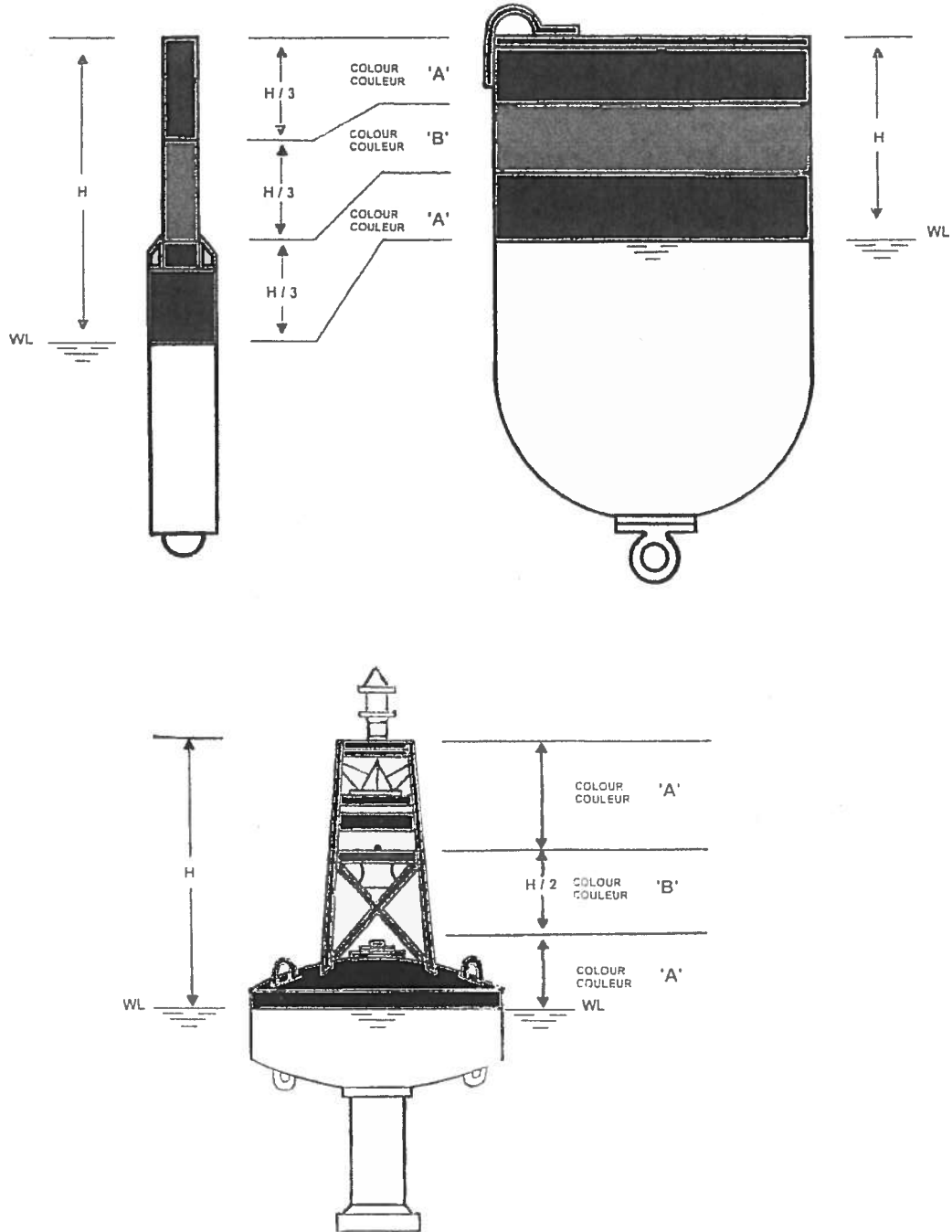
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Appendix 5 - Surface Colour Arrangement for Fairway Buoys

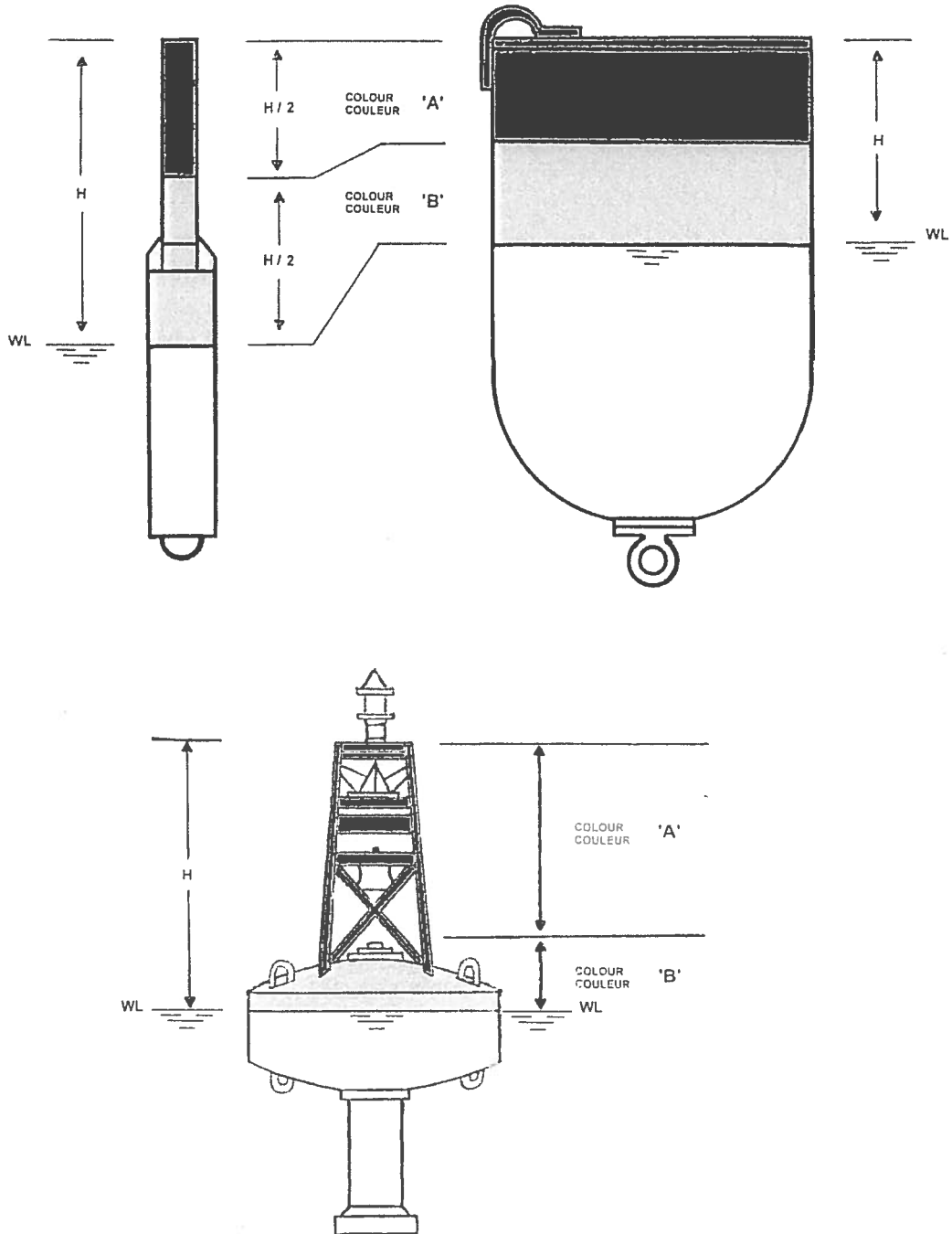


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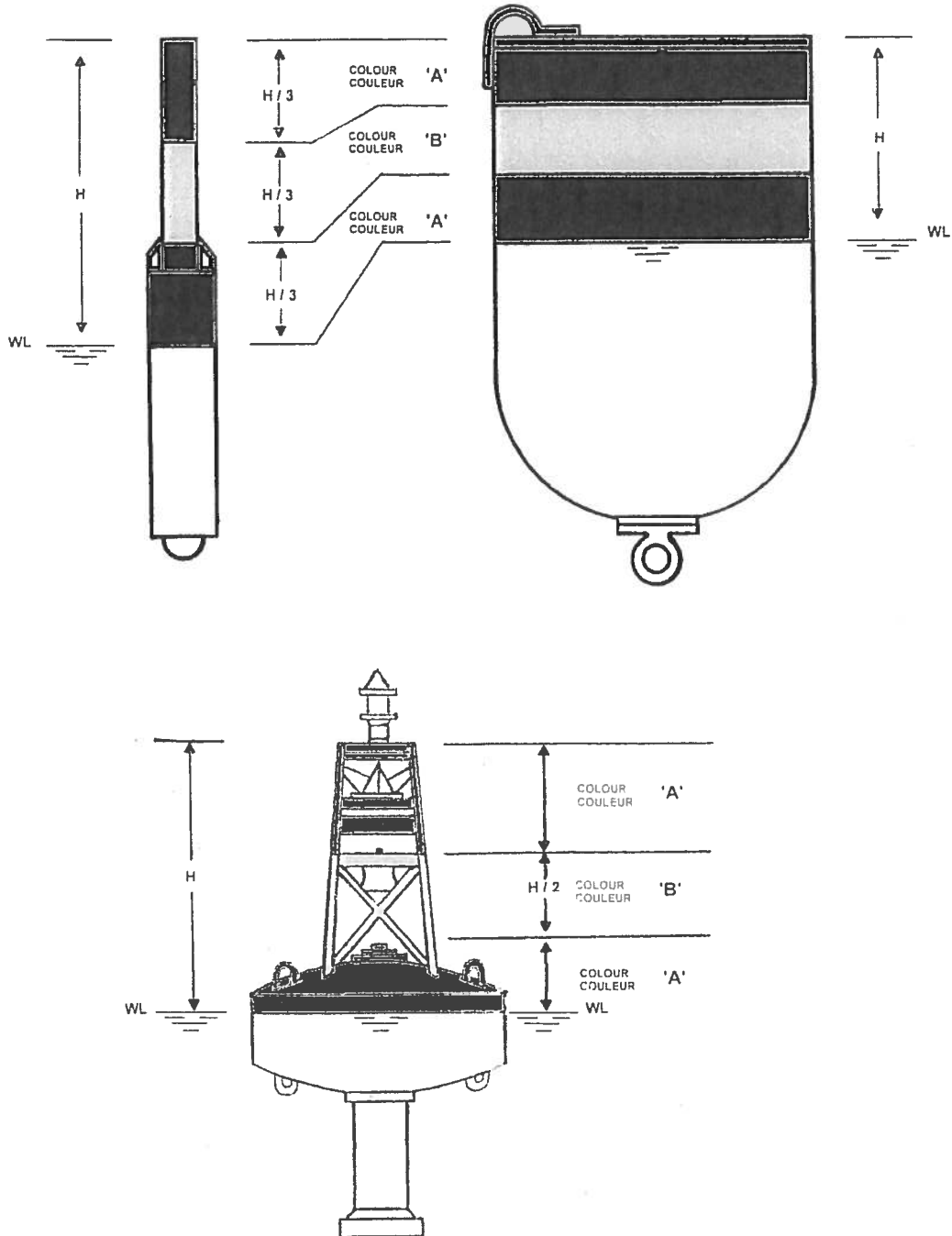
Appendix 6 - Surface Colour Arrangement for Isolated Danger Buoys



Appendix 7 - Surface Colour Arrangement for North Cardinal Buoys

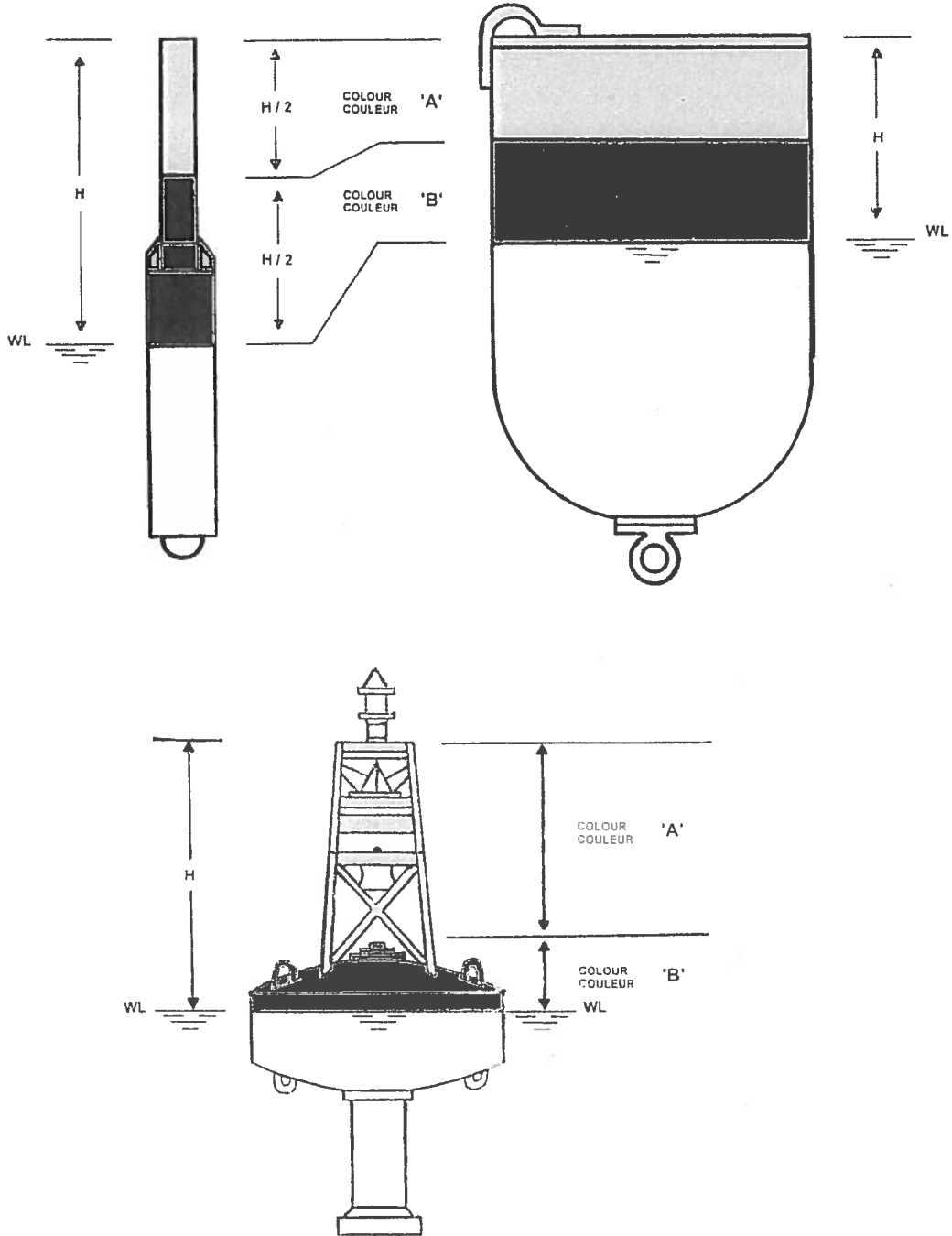


Appendix 8 - Surface Colour Arrangement for East Cardinal Buoys

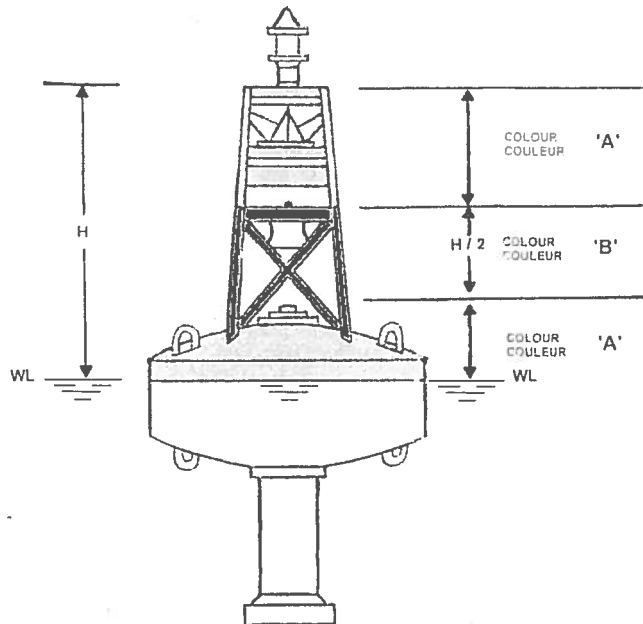
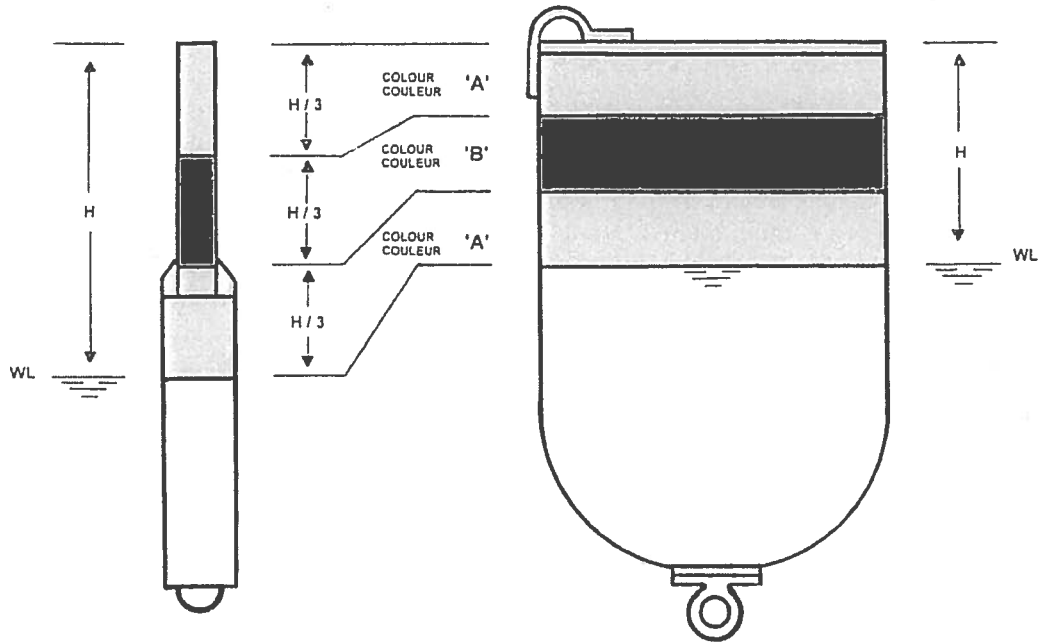


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Appendix 9 - Surface Colour Arrangement for South Cardinal Buoys

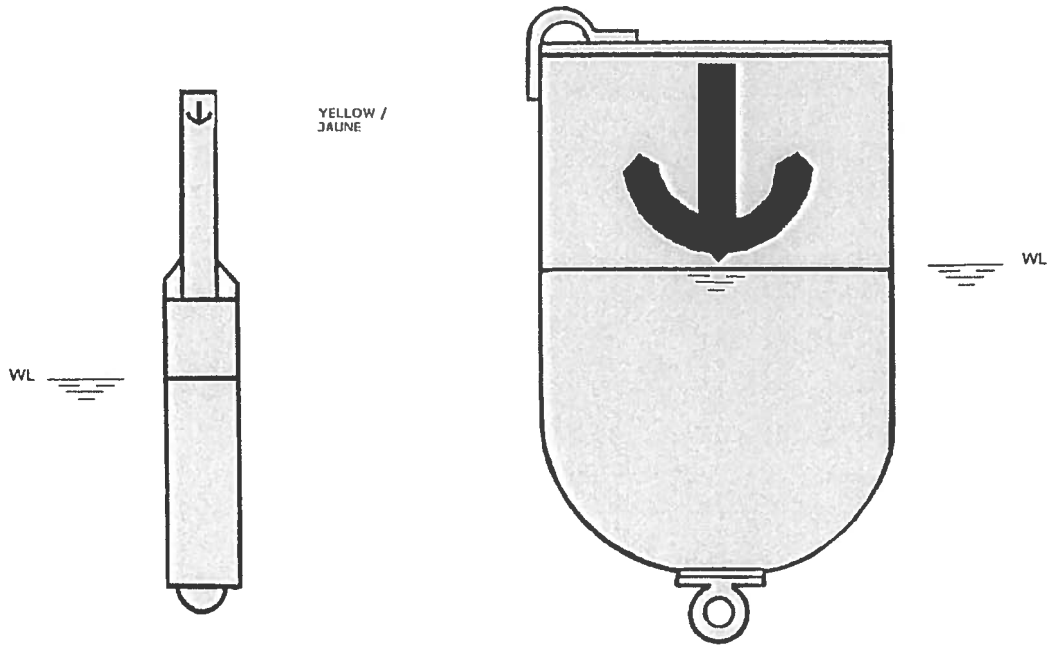


Appendix 10 - Surface Colour Arrangement for West Cardinal Buoys



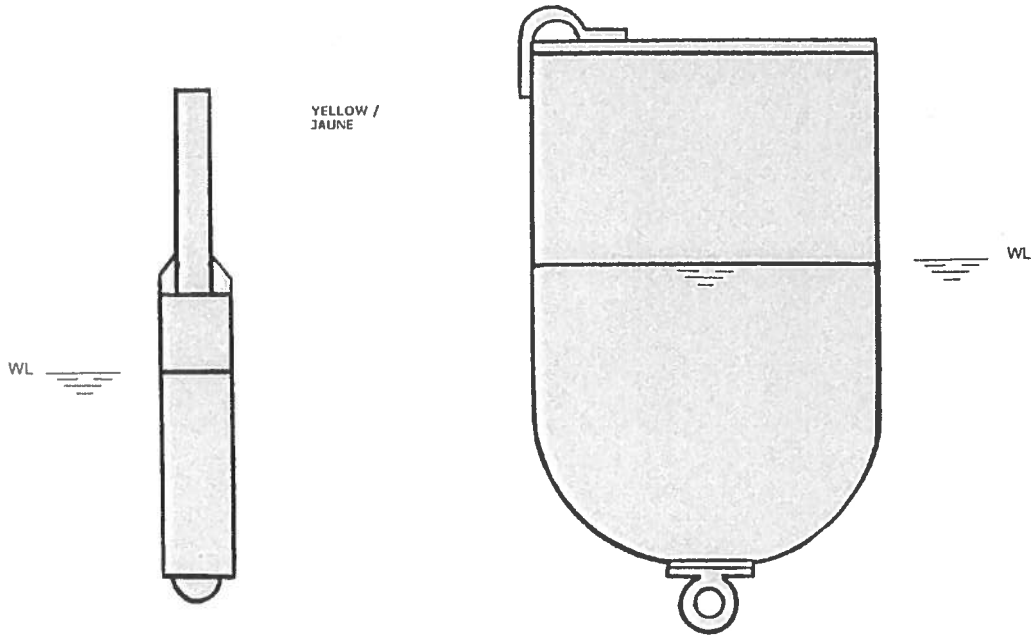
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Appendix 11 - Surface Colour Arrangement and Anchor Symbol for Anchorage Buoys



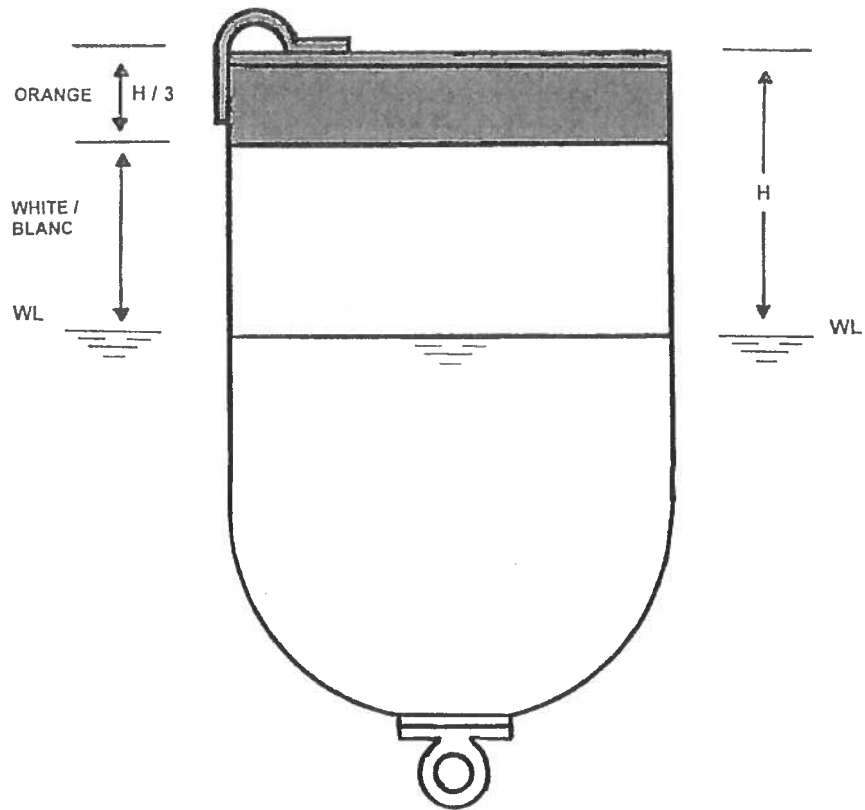
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Appendix 12 - Surface Colour Arrangement for Cautionary Buoys

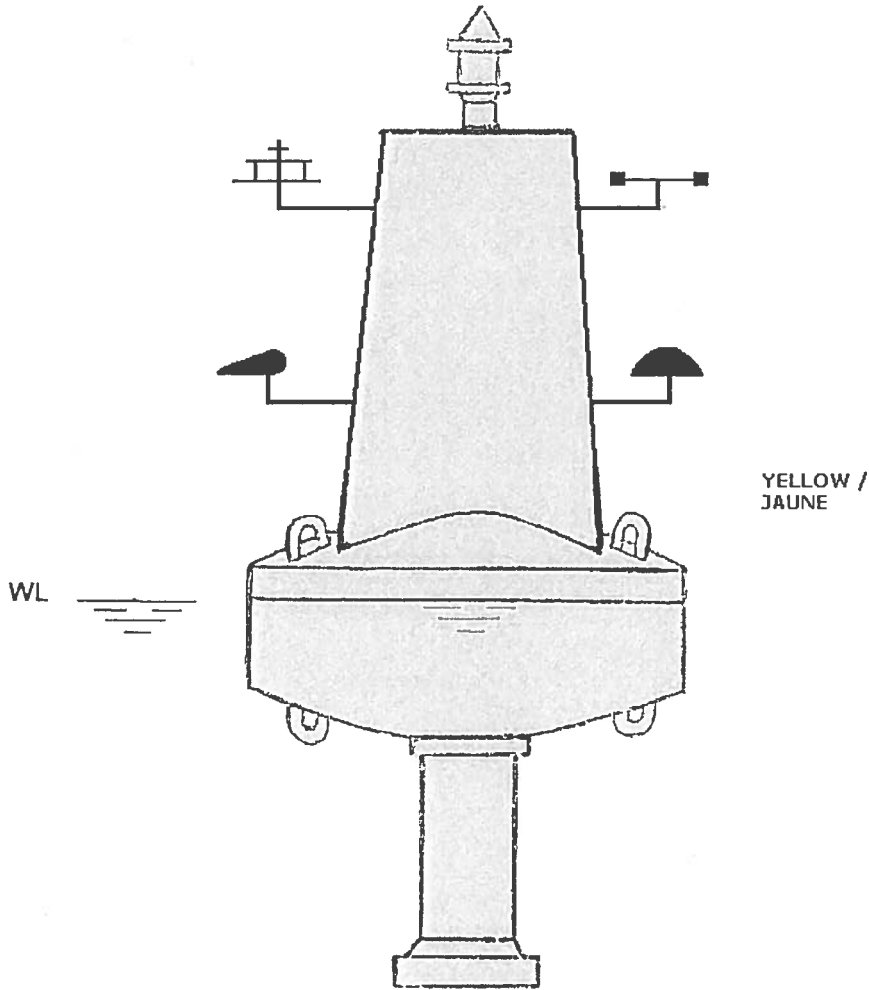


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Appendix 13 - Surface Colour Arrangement for Mooring Buoys

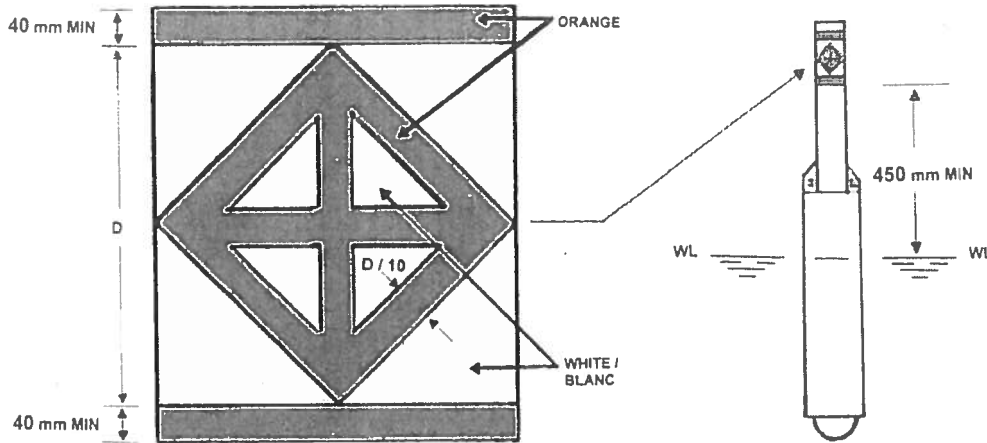


Appendix 14 - Surface Colour Arrangement for Scientific Buoys

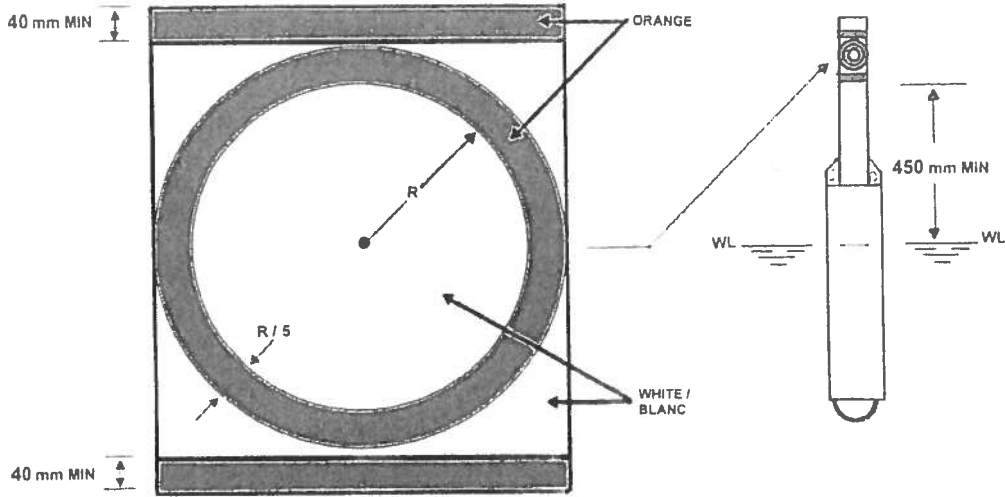


Appendices - Directive # 2.6100		
Page 1 of 1	Issue Date: 09/07/08	Amend #: Amend Date:

Appendix 15 - Surface Colour Arrangement for Keep Out Buoys

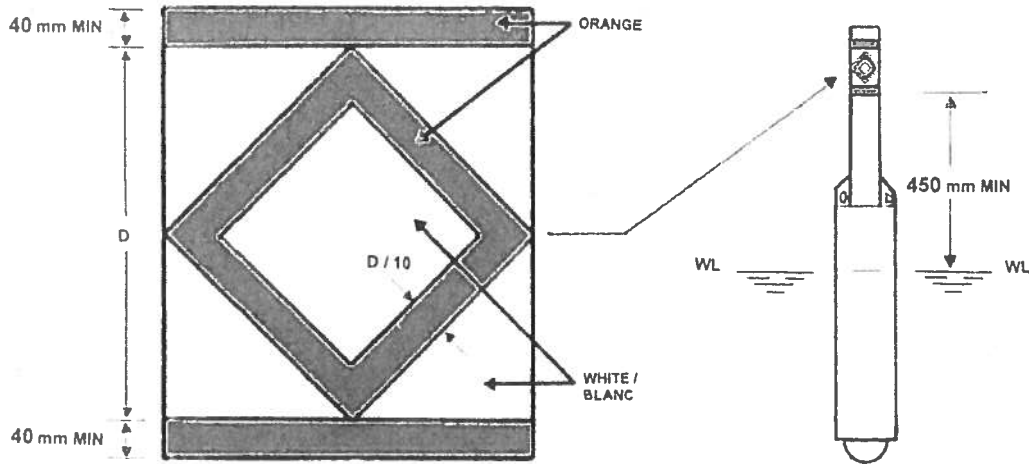


Appendix 16 - Surface Colour Arrangement for Control Buoys



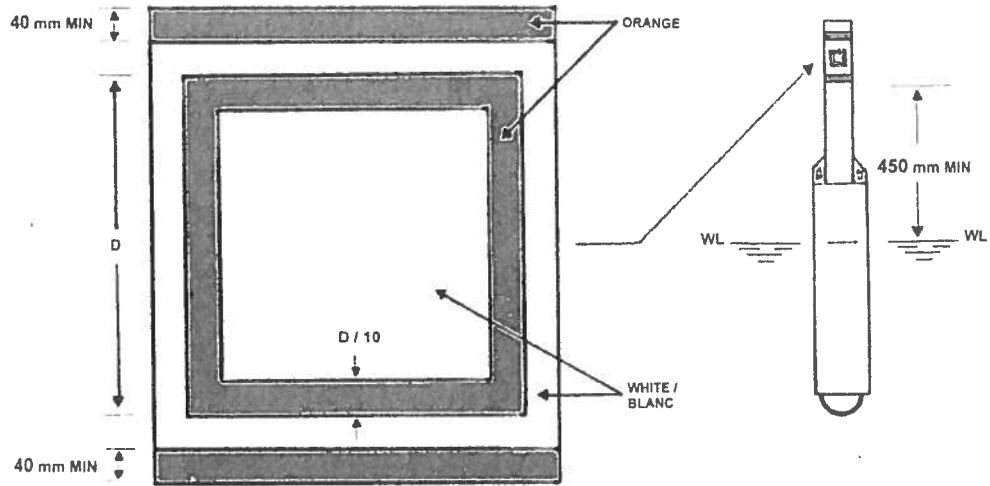
Appendices - Directive # 2.6100		
Page 1 of 1	Issue Date: 09/07/08	Amend #: Amend Date:

Appendix 17 - Surface Colour Arrangement for Hazard Buoys

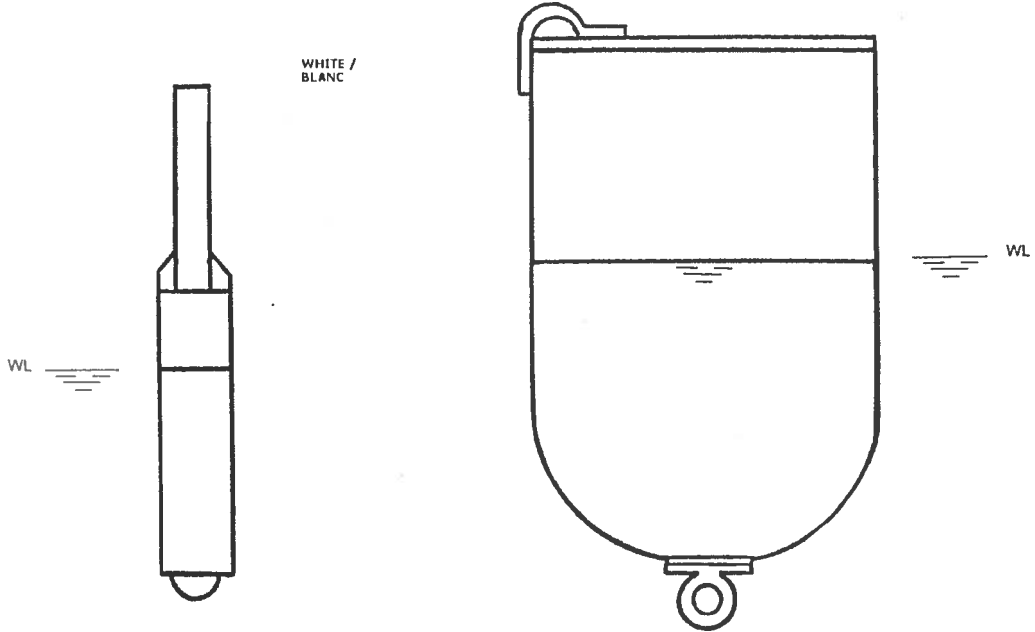


Appendices - Directive # 2.6100		
Page 1 of 1	Issue Date: 09/07/08	Amend #: Amend Date:

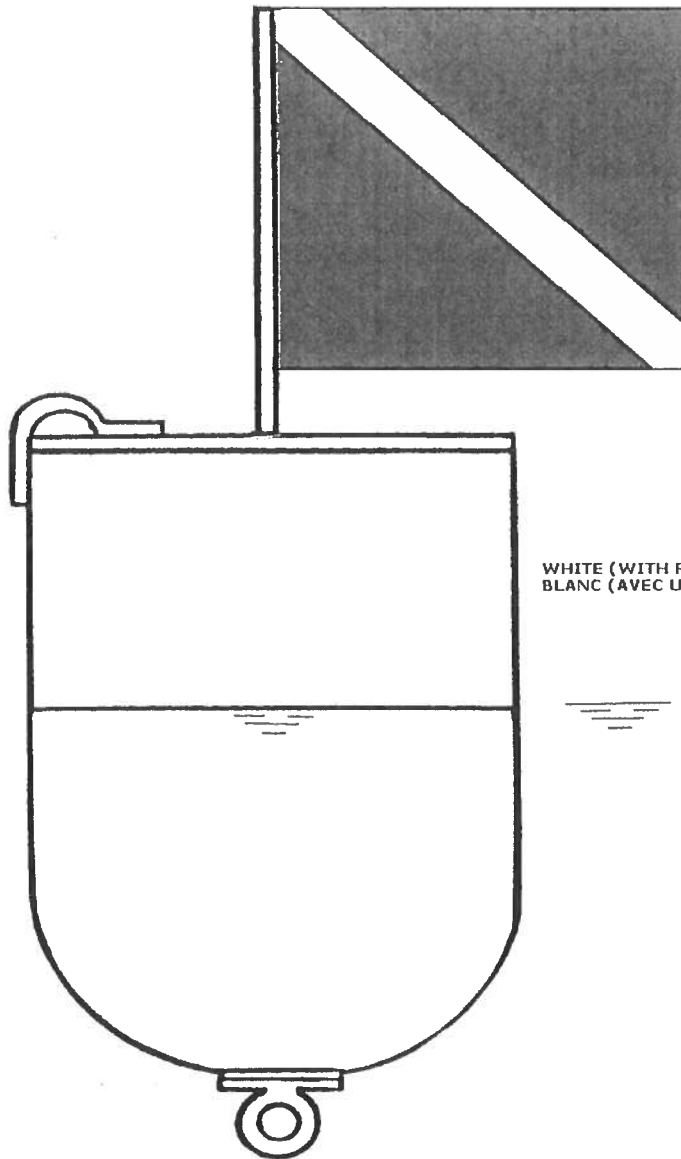
Appendix 18 - Surface Colour Arrangement for Information Buoys



Appendix 19 - Surface Colour Arrangement for Swimming Buoys



Appendix 20 - Surface Colour Arrangement for Diving Buoys

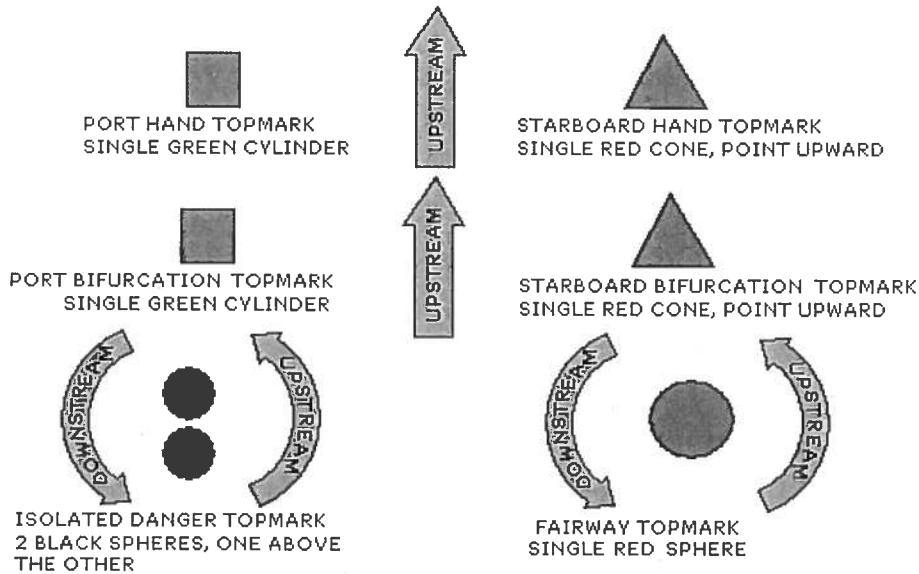


WHITE (WITH RED AND WHITE FLAG) /
BLANC (AVEC UN DRAPEAU ROUGE ET BLANC)

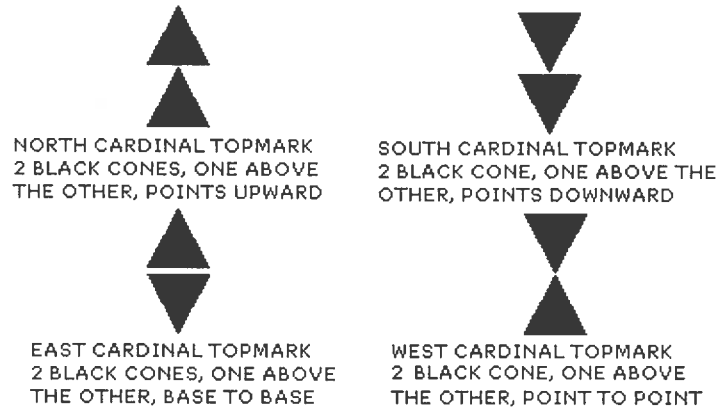
WL

Appendix 21 - Surface Colour Arrangement for Topmarks

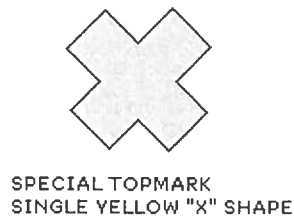
TOPMARKS
LATERAL MARKS



CARDINAL MARKS



SPECIAL MARKS



APPENDIX “E” - EVALUATION CRITERIA

MANDATORY REQUIREMENTS:

Offers will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Offers must clearly demonstrate that they meet all Mandatory Requirements of the Request for Standing Offer to be considered for further evaluation. Offers not meeting the mandatory criteria will be excluded from further consideration.

The following mandatory evaluation criteria will be assessed:

	Mandatory Criteria	Meets the Criteria (✓)	Offer page Number
M1	The offeror must have the labor, materials, and equipment necessary for the cleaning, blasting, repair, coating, curing, and inspection of the surfaces to be coated.		
M2	The offeror must use the coatings listed at ANNEXE A of the Statement of Work (Or equivalents that will remain effective for a minimum of five (5) years under North Atlantic weather conditions).		
M3	The offeror must provide the manufacturer's product data sheets and MSDS for each product he offers to use for the work.		
M4	The offeror must use CSA W47.1-03, Certification of Companies for Fusion Welding of Steel Division 2; and CSA W47.2-M1987 (R2003), Certification of Companies for Fusion Welding of Aluminum Division 2.1 certified welders.		
M5	The offeror must provide a written site specific Safety Plan outlining all procedures and safe work practices.		
M6	The offeror must have available storage conditions for the coatings as specified by the manufacturer's data sheets.		
M7	The offeror must have an environmentally controlled area for the blasting.		
M8	The offeror must have an environmentally controlled area for the coating.		
M9	The offeror must have all inspection and calibration equipment needed to perform the quality control and testing functions.		
M10	The offeror must use LEAD FREE paints and color pigments.		
M11	The offeror must use proper containers and ensure proper disposal of all waste materials.		
M12	The offeror must have the ability to load, unload and move the buoys as required at the offeror's work site.		
M13	The offeror must have the ability to transport the buoys to/from the CCG sites.		

In their offers, Offerors must submit proof for each mandatory criterion stated above.

BASIS OF SELECTION:

The compliant offer with the lowest price (Aggregate amount) which meets the mandatory evaluation criteria will be recommended for the issuance of a Standing Offer.

APPENDIX “E-1” SAMPLE FINANCIAL EVALUATION GRID

- Financial Evaluation example of 2 offerors’ compliant offers:

Offeror A (Submitted the same prices for all 4 periods)

Buoy type + Cage	Estimated Annual Buoy Quantity	Firm Unit Price (Dartmouth Buoys)	Qty x Unit Price x 90%	Firm Unit Price (Charlottetown Buoys)	Qty x Unit Price x 10%	Extended Price
2.9m whistle – FA 1010	15	\$1,000.00	\$13,500.00	\$1,000.00	\$1,500.00	\$15,000.00
2.9m bells – FA 1007	60	\$1,000.00	\$54,000.00	\$1,000.00	\$6,000.00	\$60,000.00
1.8m buoy – FA 1004	10	\$800.00	\$7,200.00	\$800.00	\$800.00	\$8,000.00
1.4m buoy – FA 1001	5	\$600.00	\$2,700.00	\$600.00	\$300.00	\$3,000.00
0.6m steel spar (long) – FA 3005	5	\$400.00	\$1,800.00	\$400.00	\$200.00	\$2,000.00
0.6m steel spar (short) – FA 3006	5	\$400.00	\$1,800.00	\$400.00	\$200.00	\$2,000.00
Cage (Supporting Bell/Light)	90	\$200.00	\$16,200.00	\$200.00	\$1,800.00	\$18,000.00
Subtotal Price x Weight ratio (90% of the overall work)						\$ 97,200.00
	Estimated Annual Welding Hours	Firm Hourly Rate (Dartmouth Buoys)	Qty x Hourly Rate x 90%	Firm Hourly Rate (Charlottetown Buoys)	Qty x Unit Price x 10%	Extended Price
Welding	150	\$50.00	\$6,750.00	\$50.00	\$750	\$7,500.00
Subtotal Price x Weight ratio (10% of the overall work)						\$750
Period Total Price						\$97,950.00

Total offer Price

(Initial Period + Option Period 1 + Option Period 2 + Option Period 3) = \$ 97,950.00

Offeror B (Submitted the same prices for all 4 periods)

Buoy type + Cage	Estimated Annual Buoy Quantity	Firm Unit Price (Dartmouth Buoys)	Qty x Unit Price x 90%	Firm Unit Price (Charlottetown Buoys)	Qty x Unit Price x 10%	Extended Price
2.9m whistle – FA 1010	15	\$900.00	\$12,150.00	\$900.00	\$1,350.00	\$13,500.00
2.9m bells – FA 1007	60	\$900.00	\$48,600.00	\$900.00	\$5,400.00	\$54,000.00
1.8m buoy – FA 1004	10	\$900.00	\$8,100.00	\$900.00	\$900.00	\$9,000.00
1.4m buoy – FA 1001	5	\$900.00	\$4,050.00	\$900.00	\$450.00	\$4,500.00
0.6m steel spar (long) – FA 3005	5	\$500.00	\$2,250.00	\$500.00	\$250.00	\$2,500.00
0.6m steel spar (short) – FA 3006	5	\$500.00	\$2,250.00	\$500.00	\$250.00	\$2,500.00
Cage (Supporting Bell/Light)	90	\$250.00	\$20,250.00	\$250.00	\$2,250.00	\$22,500.00
Subtotal Price (90% of the overall work)						\$ 97,650.00
	Estimated Annual Welding Hours	Firm Hourly Rate (Dartmouth Buoys)	Qty x Hourly Rate x 90%	Firm Hourly Rate (Charlottetown Buoys)	Qty x Unit Price x 10%	Extended Price
Welding	150	\$75.00	\$10,125.00	\$75.00	\$1,125.00	\$11,250.00
Subtotal Price (10% of the overall work)						\$ 1,125.00
Period Total Price						\$98,775.00

Total offer Price

(Initial Period + Option Period 1 + Option Period 2 + Option Period 3) = \$ 98,775.00

Overall Evaluation - Offeror A is issued the Standing Offer.

APPENDIX "F" – INSURANCE CONDITIONS

1. Insurance

Upon issuance of a Standing Offer, the successful Offeror will be required to supply insurance as per the insurance conditions listed herein. Additionally, the following conditions must be met:

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada as represented by the Minister of Fisheries and Oceans.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Fisheries & Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. 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.
 - e. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- f. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

4. A copy of the letter must be sent to the Standing Offer 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.

APPENDIX "G" - CERTIFICATIONS

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

"We hereby certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the DFO reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-compliant or in other action which the Minister may consider appropriate."

Signature

Date

2. CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL

Availability of Personnel:

The Offeror certifies that, should it be authorized to provide services under any Standing Offer resulting from this RFSO, the persons offered in its offer will be available to commence performance of the work within a reasonable time from issuance of the Standing Offer, or within the time specified in the RFSO, and will remain available to perform the work in relation to the fulfillment of the requirement. Any offered substitution after the offer has been submitted but before issuance of the Standing Offer may result in the re-evaluation of the offer. Once the Standing Offer is issued, offered substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

Signature

Date

Status of Personnel:

If the Offeror has offered any person in fulfillment of this requirement who is not an employee of the Offeror, the Offeror hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Standing Offer Authority. As well, the Offeror hereby certifies that the offered person is aware that overtime may be required and is willing to comply. During the offer evaluation, the Offeror must upon the request of the Standing Offer Authority provide a copy of such written permission, in relation to any or all non-employees offered. If the Offeror fails to comply with such a request, its offer will be considered non-compliant.

Signature

Date

3. CERTIFICATION OF FORMER PUBLIC SERVANT

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for:

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
- iv) each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- v) for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;

- (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
- vi) the Bidder discloses that (check one of the following, as applicable):
 - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- vii) in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- viii) in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- ix) the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

5. WELDING CERTIFICATION

1. Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1-03, Certification of Companies for Fusion Welding of Steel division 2; and
 - b. CSA W47.2-M1987 (R2003), Certification of Companies for Fusion Welding of Aluminum division 2.1.
2. Before issuance of a Standing Offer and within seven (7) calendar days of the written request by the Standing Offer Authority, the successful Offeror must submit evidence demonstrating its certification to the welding standards.

APPENDIX "H" - ENVELOPE TEMPLATE

The proper name or designation and address of your firm

Request for Standing Offer Number: F5211-140129

Sandblasting, Repair, Priming, and Painting of Buoys

Request for Standing Offer Closing Date and Time:

04 December 2014 at 14:00 Hours Atlantic Time

OFFER

Offer Reception

Procurement Hub - Fredericton Office
Materiel and Procurement Services - Financial and Materiel Management Operations
301 Bishop Drive
Fredericton, NB, E3C 2M6
Fisheries and Oceans Canada
Facsimile : 506-452-3676
Hub E-mail : [XNAT, Procurement Hub/Centre d'approvisionnement](#)

Attn: Jean-Yves Hamel