



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

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

24 November 2014

Subject: **REQUEST FOR PROPOSALS: F5211-140314**

**BUOY TENDING (MAGDALEN ISLANDS)**

Sir/Madam,

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until 2:00 PM (Atlantic Time), on 07 January 2015. Proposals must be signed and emailed to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) and addressed:

**TENDER SUBMISSION – F5211-140314**  
**BUOY TENDING (MAGDALEN ISLANDS)**

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca). Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting contract.

The successful bidder will be expected to enter into a Contract in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The period of the Contract will be from the date of contract award to 30 November 2015 with the possibility of one (1) additional one (1) year option period, at the discretion of Fisheries and Oceans Canada. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the two years.

All questions regarding this request for proposals should be submitted in writing, no later than 19 December 2014. The department may not be able to respond to questions submitted after that date.

For further information, please contact the Contracting Authority, Jean-Yves Hamel, by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca).

**Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.**

Regards,



**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  
Hub E-mail: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

Attach.

**REQUEST FOR PROPOSALS**

**BUOY TENDING (MAGDALEN ISLANDS)**

1. **Letter of Invitation**
2. **OFFER OF SERVICES/CONTRACT FORM**
3. **BIDDER INSTRUCTIONS**
4. **TERMS OF PAYMENT**
5. **STATEMENT OF WORK**
6. **CERTIFICATIONS**
7. **EVALUATION CRITERIA**
8. **SAMPLE FINANCIAL EVALUATION GRID**
9. **GENERAL CONDITIONS**
10. **INSURANCE CONDITIONS**

Department of Fisheries and Oceans

**Bid Closing Date: 07 January 2015**  
**Bid Closing Time: 14:00 Hours Atlantic Time**  
**Financial Coding: C96B4-T31-120-4464-GBJR3-6**  
**Contract/File No: F5211-140314**

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**OFFER OF SERVICES/CONTRACT FORM**

**REQUEST FOR PROPOSALS**

**BUOY TENDING (MAGDALEN ISLANDS)**

**1. PROPOSAL SUBMITTED BY:**

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**(Complete Name and Address)**

**2. PERFORMANCE OF WORK**

The Undersigned (hereinafter referred to as "the Contractor") 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. CONTRACT DOCUMENTS**

The Contractor 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/CONTRACT FORM**, will form part of the contract:

1. **OFFER OF SERVICES/CONTRACT FORM** duly completed and signed;
2. Document titled, attached hereto or referenced entitled "**GENERAL CONDITIONS**";
3. Document titled, attached hereto, or referenced entitled "**TERMS OF PAYMENT**";
4. Document titled, attached hereto, or referenced entitled "**STATEMENT OF WORK**";
5. Document titled, attached hereto or referenced entitled "**INSURANCE CONDITIONS**";

**4. SECURITY**

There is no security requirement applicable to this Contract.

**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. CONTRACT 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. The services are to be provided from the date of contract award to 30 November 2015 as detailed in the Statement of Work.

**Option to extend the Contract:**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by one (1) additional year under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the **TERMS OF PAYMENT**.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**7. TENDERED PRICES**

**SERVICES AND ASSOCIATED COSTS**

The financial bid is on an aggregate basis (Initial and option year).

Bidders **MUST** provide **Firm Unit Prices** for all two (2) years. The Firm Unit Prices **exclude** all applicable taxes.

**7.1 Contract (Date of contract award to 30 November 2015)**

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

Buoy type	Quantity	Firm Unit Price of :
BC 1241	12	\$
ORT	2	\$
JET 9000	1	\$
JET 1400	1	\$
SB-40	13	\$
SB-101	17	\$
JET 5000	1	\$
Winter spars	11	\$

**7.2 Option Year (01 December 2015 to 30 November 2016)**

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

Buoy type	Quantity	Firm Unit Price of :
BC 1241	12	\$
ORT	2	\$
JET 9000	1	\$
JET 1400	1	\$
SB-40	13	\$
SB-101	17	\$
JET 5000	1	\$
Winter spars	11	\$

**Note 1:** If prices are not provided for the option year, they will be considered to be the same as for the initial contract period.

**Note 2:** The actual number of buoys to be serviced/refinished will be determined in accordance with the Tendered Prices, available yearly budget and the physical conditions of the buoys.

**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 Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

**9. SUBMISSION**

The Contractor submits herewith the following:

- a) **OFFER OF SERVICES/CONTRACT FORM** duly completed and signed;
- b) **PROPOSAL**, completed and signed; and
- c) **CERTIFICATIONS**, completed and signed.

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

**10. IRREVOCABLE OFFER**

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

10.2 The Contractor hereby agrees that this Request for Proposal shall remain open for acceptance by the Minister for a period of sixty (60) days from the proposal 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 Contractor by written notice to that effect, whereupon the Contractor shall have fifteen (15) 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 proposal.

10.3 In the event the Contractor accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Contractor does not respond to the Ministerial notice hereinabove referred to, the Contractor 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 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.

11.2 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.

**12. NO EXPRESS COLLABORATION**

The Contractor 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 tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

**13. CONTRACT**

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect a contract between the Contractor and the Minister and this **OFFER OF SERVICES/CONTRACT FORM**, attachments and the Proposal shall collectively constitute the contract entered into between the Parties.

**14. RIGHTS OF THE MINISTER**

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal 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 contractor.



**15. REPLACEMENT OF PERSONNEL**

- 15.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 15.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.
- 15.3 The Contractor shall, before replacing any specific person named in the Contract, 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 Contractor 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 Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- 15.5 The Minister may order the removal from the Work of any such replacement person and the Contractor 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 Contractor from its responsibility to meet the requirements of the Contract.

**16. ADDENDUM**

The Contractor 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 proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Contractor's signature** \_\_\_\_\_

**17. CONTRACTOR'S ADDRESS**

For purposes of or Incidental to the contract, the Contractor's address shall be that which is indicated in Article 1 of the **OFFER OF SERVICES/CONTRACT FORM**.

**18. AUTHORITIES**

**a) Contracting Authority:**

The Contracting Authority for the contract 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  
E-mail: [jean-yves.hamel@dfo-mpo.gc.ca](mailto:jean-yves.hamel@dfo-mpo.gc.ca)

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

**b) Technical Authority: (To be provided at time of Contract award)**

The Technical Authority for the Contract 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 Contract. 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 contract amendment issued by the Contracting Authority.

c) **Contractor's Representative** (Please complete)

The Contractor's Representative for the Contract 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. 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:

20.1 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:

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

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20.3 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:

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20.4 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:

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**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"

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Signature

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Print Name of Signatory

**21. SIGNATURE FOR OFFER OF SERVICES**

This offer of service is executed on behalf of the Contractor 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 Contractor**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Incorporated Company OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Partnership OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Sole Proprietorship / Individual Owner**

**ACCEPTANCE UPON AWARD**

This contract is executed 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 \_\_\_\_\_, 2015.**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**For the Minister of Fisheries and Oceans**

**Jean-Yves Hamel**  
**Senior Contracting Officer**

## BIDDER INSTRUCTIONS

### 1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, 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 Proposal.
- 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 Proposal. Tenders 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 tenderers will be advised formally of the new date and time.
- 2.3. A template of a return envelope is being provided. The tenderer has to supply his own envelope.

### 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 Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. In the event 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 submitted in the format provided and must be properly executed and submitted as instructed. Tenders not submitted in the format provided will not be considered.

**5. REVISION OF TENDERS**

- 5.1. Tenders may be revised by letter or printed telecommunication 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 Proposal, 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 8 below.

**7. CONTRACT SECURITY**

- 7.1. If specified in the Request for Proposal, 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 Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of contract 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 contract 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 Proposal, 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 for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have fifteen (15) 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 Proposal 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 awarding the contract, 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 AWARD**

- 13.1. The lowest or any tender 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.

## TERMS OF PAYMENT

### 1. DEFINITION

- 1.1 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/CONTRACT FORM**.

### 3. METHOD OF PAYMENT

- 3.1 Payments to the Contractor shall be made upon completion of the 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](mailto: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.

### 1. INVOICE SUBMISSION

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Coast Guard

Garde côtière

Contract/File No: F5211-140314

APPENDIX "C" - STATEMENT OF WORK



# SPECIFICATIONS BUOY TENDING MAGDALEN ISLANDS

Revised September 2014

Canada

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## 1.0 GENERAL

- 1.1 The Canadian Coast Guard seeks to award a contract for the tending and secure storage of summer and winter buoys and their accessories. The buoys in question are located in the area from the Magdalen Islands sector.
- 1.2 The contractor shall agree with the Canadian Coast Guard representative on a dock (in the Magdalen Islands) acceptable to both parties for buoy delivery/removal according to the dates established by the Canadian Coast Guard's buoy placement program.

## 2.0 SCHEDULE

- 2.1 The planned loading/unloading dates will be established by the Canadian Coast Guard's placement/removal program and communicated to the Contractor, and will remain subject to change.
- 2.2 The contractor will maintain the buoys and their accessories and ensure that the buoys will be operational for placement in the water. All buoys and accessories under this contract **will be deliverable** to the ports agreed on by the two parties, starting **April 1 of each year for summer buoys and October 1 of each year for winter spar buoys.**
- 2.3 The Canadian Coast Guard's acceptance of the contractor's work will take place at the contractor's place of business one (1) month before the placement program's start date.

Workplace visit and inspection

- 2.4 If the contractor must redo its work on the buoys and accessories after the Canadian Coast Guard representative's acceptance inspection, the costs of the second inspection will be assumed by the contractor.

E.g. travel costs and fixed costs.

## 3.0 CANADIAN COAST GUARD RESPONSIBILITIES

- 3.1 Provide the contractor with a list of parts supplied and likely to be replaced on a buoy, including its accessories, and supply and deliver to the contractor all the parts to be replaced that were identified based on that list and the stipulated conditions (**See Appendix J**).
- 3.2 Provide the contractor with other spare parts in addition to those set out in 3.1, subject to agreement with the Canadian Coast Guard representative, in order to prepare for any eventuality during the term of the contract.
- 3.3 Provide the contractor with the template for measuring wear on buoy chains and bridles.
- 3.4 Provide the contractor with an information session on the equipment to be maintained. This session will be provided to the contractor **at the beginning of the contract and annually if the Contractor so requests.**

Itineraries for Canadian Coast Guard representatives will be prepared for any travel.

- 3.5 Provide the contractor with any hazard and/or safety advisories issued by the Canadian Coast Guard regarding the equipment being maintained.
- 3.6 When the Canadian Coast Guard unloads buoys (If applicable), the vessel will provide a cargo manifest to the contractor.

#### 4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 The contractor must provide appropriate facilities to meet the technical requirements in these specifications (warehouses, hangars and heated and ventilated, area workshops etc.).
- 4.2 The contractor must provide the tools and qualified personnel required to meet the technical and legal requirements in these specifications.
- 4.3 The contractor must provide the Canadian Coast Guard representative with its written work procedure for handling and storing summer and winter buoys. This procedure must meet all the Canadian Coast Guard's workplace health and safety requirements.
- 4.4 The contractor must take into account all hazard and/or safety advisories issued by the Canadian Coast Guard concerning the equipment in its possession. These advisories will be provided by the Canadian Coast Guard when applicable.
- 4.5 Within twenty-one (21) days after unloading the buoys, the contractor is required to have inspected the buoys and equipment and must be able to provide the Canadian Coast Guard with a written list of electrical, electronic or mechanical parts that need to be replaced (see 7.1 below).
- 4.6 The contractor must ensure that buoy tending sheets (provided by the Canadian Coast Guard) are kept up to date and submit a copy to the Canadian Coast Guard representative when the buoys are inspected after maintenance.
- 4.7 The Canadian Coast Guard reserves the right to visit work and storage sites without prior notice to check on the quality and progress of the work. The contractor will make any adjustments deemed necessary by the Canadian Coast Guard, at its own expense, to meet the requirements in these specifications.
- 4.8 The contractor will keep an up-to-date inventory of the spare parts made available by the Canadian Coast Guard and submit an electronic report in French to the Canadian Coast Guard in April of each year.
- 4.9 The contractor will ensure that its workplace complies with all requirements, acts and regulations concerning health and safety and protection of the environment. It must ensure that it holds any licences required for its operations.
- 4.10 At the end of the contract, the contractor must return to the Canadian Coast Guard the spare parts (inventory) that it has on hand.

#### 5.0 SCOPE OF WORK

- 5.1 The contractor will provide the labour, materials and equipment required to handle the buoys and transport them from the chosen transshipment dock to its workplace. The buoys will be moved to the dock as they are placed/removed by the Canadian Coast Guard vessel. The contractor must also provide the labour, materials and equipment necessary to handle buoys and equipment and transport them from its workplace to the transshipment dock. The buoys and equipment must gradually be moved as they are loaded according to the manifest and in the order provided by the vessel.
- 5.2 The contractor will collaborate in the unloading/loading/scheduling of buoys and equipment. It will then remove them from the unloading/loading area to avoid hindering traffic and other activities on the dock.



- 5.3 The contractor's equipment must be able to safely maneuver one or more loads of up to 5,500 kg and allow for loading on a transport platform. Some buoys can reach 10 metres in length and also, 3 metres in diameter.
- 5.1 Transportation of buoys and equipment to the storage location must take place within 48 hours from the time the buoys are placed on the pier.
- 5.2 Transportation must comply with all provincial and municipal acts and regulations (weight, width, height).

## 6.0 CLEAN-UP

- 6.1 Before carrying out the inspection, the contractor will clean the buoys and equipment using brushes and/or water pressure to remove any build-up of marine growth, paying special attention to sensors and lanterns to avoid damage.

## 7.0 INSPECTION AND REPORTING

- 7.1 The contractor must inspect the buoys and equipment within twenty-one (21) days after they are unloaded to assess the work to be done.
- 7.2 The contractor will complete a written inspection report and submit it to the Canadian Coast Guard representative within five (5) days after inspection, for validation purposes. This report will identify the maintenance and work required for the buoys to meet the requirements in this contract and will also assess any materials and adjustments required that are not included in this contract. The contractor will also provide a schedule for completion of work at the same time.
- 7.3 The tending sheet for each buoy (Appendix I) must identify all the work performed on the buoys and equipment and be returned each year to the Canadian Coast Guard representative as soon as the work is completed.

## 8.0 MECHANICAL MAINTENANCE

- 8.1 Purging metal buoys is crucial before beginning maintenance, welding and other types of work, since it has been shown that the buoy's hull can contain combustible gases that could endanger the lives of workers. The contractor must carefully follow the instructions found in Appendix A.
- 8.2 The watertightness of metal buoys must be confirmed by checking for water inside the buoy's hull with a rod. If water is present, pump it out. Then apply air pressure at 5 lb/in<sup>2</sup>. Maintain this pressure (check valve) for 30 minutes to detect any possible leaks. Use a solution of soap and water to locate any such leaks. Pay close attention to welding joints. Each buoy is built with the openings required to perform these tests. There is no work to be done inside the buoys except the purging described in 8.1. Repair any leaks detected in the buoys.
- 8.3 The watertightness of plastic buoys must be confirmed by checking for water inside the buoy's hull. If water is present, it must be removed. If a major anomaly is detected, the contractor must change the entire buoy.
- 8.4 Buoy hoisting eyes (approximately 250) must be checked visually for cracks and strain (about 2% of total). A strike with a 4 lbs hammer must be applied to their sides to detect any abnormal vibrations or sounds. If needed, remove paint using a blowtorch to better see the metal. Since the paint may contain lead, an appropriate mask is required. Pay close attention to avoid overheating the metal. If repairs are necessary, contact the Canadian Coast Guard representative.

- 8.5 For buoys with plastic hoisting rings, the contractor must change the entire buoy if he notes anomalies.
- 8.6 The buoy mooring rings (approximately 125) must be checked visually for cracks and deformations. Repair defective rings (about 2% of total). Check and replace anodes (provided by CCG) on plastic buoys as needed and check the strength of their fasteners.
- 8.7 For buoys with plastic mooring rings, the contractor must change the entire buoy if he notes anomalies.
- 8.8 On plastic buoys, check and replace anodes (provided by CCG) on plastic buoys as needed and check the strength of their fasteners.
- 8.9 Check the counterweights to detect excessive wear or any other mechanical failure affecting its integrity. Check mooring rings. Repair the curved portion of the counterweight mooring rings as needed as per the approved methods. Change the counterweights as needed. The integrity of the counterweight bodies must also be checked; if there is the presence of cracks or risk that parts may detach, the contractor shall replace them.
- 8.10 The buoy's skeletal structure must not have any deformations or any other defects that could affect its visual and mechanical performance. The bell-clappers (4) and the bell must be present and must not display any deformations or damage. Carry out the necessary repairs and, as needed, repaint the parts of the structure that have been repaired. Since the paint may contain lead, an appropriate mask is required.
- 8.11 Ensure that the counterweight is properly secured by checking the bolts and brackets. Change the bolts and brackets if necessary (materials supplied by the contractor).
- 8.11 Chains and bridles must be checked visually and measured using a template and must comply with the table of measurements provided by the Canadian Coast Guard (**Appendix B**).
- 8.12 For plastic buoys, the contractor shall replace them if he observes anomalies which may affect their visual performance or ability to float.
- 8.13 The buoy's identification plate must be well secured using pop rivets, and the lettering must be in good enough condition to prevent any confusion. If the lettering is damaged, the plate must be removed and submitted to the Canadian Coast Guard for repairs. Install the repaired plate on the buoy using rivets. The retroreflective material covering the identification plate must be in good condition. If it is damaged and not clearly visible, remove the plate and submit it to the Canadian Coast Guard for repairs. Install the repaired plate on the buoy using rivets.
- 8.14 Chains and bridles must be checked visually and measured using a template and must comply with the table of measurements provided by the Canadian Coast Guard (**Appendix B**).
- 8.15 Damaged or overly worn chains and bridles will be replaced by the Canadian Coast Guard, and the contractor will hold them for later inspection and recovery by the Canadian Coast Guard. At no time may chains or bridles be used for any purposes if they do not meet the Canadian Coast Guard's requirements.
- 8.16 Sinker hoisting eyes must be checked against the table of measurements in **Appendix C**. A strike with a hammer can be applied to the side of the eye to check for abnormal vibrations. If repairs are necessary, contact the Canadian Coast Guard representative.
- 8.17 Shackles and swivels (approximately 450) must be free of deformations and their components must work freely and without excessive wear (**Appendix D**). Defective components will be replaced by the contractor and held by the contractor for later inspection and recovery by the Canadian Coast Guard.

- 8.18 Shackle slit pins must be replaced annually (materials provided by the Canadian Coast Guard).
- 8.19 When the inspection and mechanical maintenance work is completed, attach labels to all equipment using nylon or steel ties (ties for potato sacks) to indicate that it is compliant. Label each sinker, chain and buoy. These labels, provided by the contractor, must be made of weatherproof material. They must indicate the performance date and the inspector's name.
- 8.20 At no time, chains and crow's feet that no longer meet the requirements of the Canadian Coast Guard will not be used for any other purpose.

## 9.0 ELECTRICAL MAINTENANCE

- 9.1 The lantern will be cleaned with soap and water and visually checked to detect any damages. If it is damaged (about 1% of lanterns), it must **immediately** be sent, at the contractor's expense, to the Canadian Coast Guard, to the attention of the marine signals workshop at 101 Champlain Boulevard, Québec (QC), G1K 7Y7.

Contact the Canadian Coast Guard representative to that effect.

- 9.2 Lanterns must not be opened.
- 9.3 Check the lantern's character (period on and period off) and its operation. Lantern characters are listed in paragraph 3 of **Appendix E**.
- 9.4 For self-contained lanterns, remove the lantern. Remove any foreign material from the solar panel surfaces. On a label, write the identification code for the buoy associated with the lantern, the lighting characteristics and the date. Sign the label and affix it to the lantern.
- 9.5 Clean the lantern with soap and water and visually check for any damage. If a self-contained lantern is damaged, it must be replaced.
- Contact the Canadian Coast Guard representative to that effect.
- 9.6 Self-contained lanterns must be stored appropriately as described in **Appendix E**.
- 9.7 For self-contained lanterns, check whether the lantern is completely extinguished after being in total darkness for about 24 hours. (This only applies to lanterns that must not be exposed to light while stored.)
- 9.8 Before they are put back in place, self-contained lanterns must be reactivated by exposing them to sunlight for about 2 to 3 minutes. Return the lantern to darkness for 3 to 4 minutes to ensure that it is functioning according to the indicated characters. Reinstall the lantern.

## 10 PAINTING

- 10.1 All painting materials (paint, solvent, rollers, brushes, paint guns, etc.) will be provided by the contractor. On even-numbered years (e.g. 2008, 2010) all starboard hand lateral buoys (red) are to be completely repainted. On odd-numbered years (e.g. 2011, 2013) all port hand lateral buoys (green) are to be completely repainted. All other non-lateral buoys which have names consisting of alphanumeric characters and are painted in two colours (red, green, yellow, white, black and orange), and winter spar buoys are to be completely repainted every year.

- 10.2 Any breaks in the surface greater than 12 square inches are to be repaired to prevent premature degradation of buoys that are not designated for complete repainting. Prepare the surface to be painted with a brush, mechanical or otherwise, to remove salt and rust. The parts to be repainted must also be washed with a solvent that promotes better paint adhesion.
- 10.3 The paint to be used for **summer buoys is a two-part epoxy**. The paint to be used for **winter buoys is an alkyd resin**. Before beginning the painting process, the contractor will inform the Canadian Coast Guard representative as to the paint manufacturer and product types in order to receive authorization from the Canadian Coast Guard representative to use those products.
- 10.4 The colours must comply with Canadian Coast Guard standards and U.S. Federal Standard 595B (FED-STD-595B).

<u>Colour</u>	<u>U.S. Federal Standard 595B*</u>
Red	11350
Green	14193
Yellow	13655
Black	17038
White	17925
Orange	22510

\* U.S. Federal Standard 595B colours are available on the [www.colorservers.net](http://www.colorservers.net) Website and from IHS Canada, 1-800-567-1914.

- 10.5 Painting work must comply with, but is not limited to, the manufacturer's standards (data sheet), meaning appropriate ventilation, temperature, humidity level and drying time. Consult the relevant manufacturer data sheets.

## 11 STORAGE

- 11.1 The storage area must be accessible and permit the use of handling machinery at all times for maintaining and inspecting equipment. Arrange buoys in a way that allows the maximum amount of light to supply their solar collectors, meaning one of the collectors must face south. Store buoys and equipment on a smooth, well-drained surface (concrete, asphalt, gravel) to slow equipment degradation.
- 11.2 The equipment must be placed in a secure location that is dry and easily accessible. Both interior (lanterns, batteries) and exterior (chains, sinkers, shackles) storage spaces must be provided.
- 11.3 The buoys must be stored in a secure location to reduce the risk of equipment vandalism and theft.

## 12 CANADIAN COAST GUARD INSPECTION AND ACCEPTANCE

- 12.1 As often as deemed necessary and with prior notice, the Canadian Coast Guard representative will inspect the buoys and equipment to ensure that they are being maintained in compliance with these specifications.
- 12.2 The contractor will accompany the Canadian Coast Guard representative on request.
- 12.3 When the work has been completed, an acceptance is required to confirm that the work was performed according to Canadian Coast Guard requirements.

### 13 QUALIFICATIONS

- 13.1 Welding work must be performed by qualified personnel who are certified to work with steel and aluminum (CSA welding certification standard W47.1 division 2 and W47.2 division 2.1).
- 13.2 Electrical work must be performed by qualified, experienced personnel who comply with all laws and codes in force.

### 14 HEALTH AND SAFETY

- 14.1 No welding work is permitted on the buoy's hull without previously checking for combustible gases (Appendix A). To do so, the contractor must use an MSA model 2A explosimeter or equivalent. The Canadian Coast Guard will not provide this device.
- 14.2 Personnel must obtain from the manufacturers the material safety data sheets for the various products used. These products must be used according to the manufacturer's recommendations and disposed of in compliance with environmental legislation.
- 14.3 Personnel assigned to these tasks must be informed on how to handle measuring instruments, how to use equipment and tools, and how to properly wear personal protective equipment.
- 14.4 The contractor must comply with any hazard and/or safety advisories issued by the Canadian Coast Guard concerning the equipment under its care for maintenance or repairs.

### 15 DESCRIPTION OF BUOYS AND ACCESSORIES

- 15.1 Appendix E describes the procedure for inspecting the electrical system.
- 15.2 Appendix F describes the characteristics of buoys and accessories that fall under these tending specifications. This table allows the contractor to assess the scope of the work to be done.
- 15.3 Appendix G presents the different types of buoys that the contractor will have to maintain.
- 15.4 Appendix H contains drawings of buoy accessories that the contractor will have to inspect and replace each year and describes the method of replacing shackles and swivels.
- 15.5 Appendix I is a typical buoy tending sheet that the contractor will have to complete for each buoy.
- 15.6 Appendix J contains a list of parts provided by the Canadian Coast Guard.

## APPENDIX A

### **BUOY PURGING**

#### **1.0 SCOPE**

This directive details the principles, responsibilities and procedures governing the maintenance and repair of buoys that contain or might contain combustible gases.

This directive governs the welding and cutting of buoys with metallic hulls and battery compartments; welding and cutting foam-filled buoys with a blowtorch; and opening battery compartments (e.g. to replace the batteries).

The purpose of this directive is to establish safety standards for personnel from the contractor and its successful tenderers, to be followed when performing buoy maintenance and/or repair work.

#### **2.0 FRAMEWORK**

The buoy's enclosed spaces (e.g. the hull and battery compartments) can contain combustible gases. Strong explosions and serious fires can result from the use of welding machines, cutting torches, or other sources of ignition (sparks) or occur when work is performed on these buoys. However, the danger that enclosed spaces represent can be mitigated if the necessary steps and precautions are taken. Toxic vapours can be produced by degrading polystyrene or polyurethane due to the heat produced when using a blowtorch to do welding or cutting work on a foam-filled buoy. The vapours and flammable or explosive gases below may form or be found in buoys:

- a) Alcohols or combustible aliphatic esters may form within buoys with inner painted surfaces;
- b) Combustible vapours may be present in buoys with inner surfaces treated with anti-rust coatings or solvents;
- c) Combustible vapours may be formed during torch welding or cutting operations on buoys with inner surfaces treated with linseed oil or other low-volatility products;
- d) Acetylene may be present or enclosed in buoys previously equipped with gas lanterns;
- e) Hydrogen may be present in buoys because of battery leaks and/or seawater electrolysis.

#### **3.0 PRINCIPLES**

##### **3.1 Checking for combustible gases**

No buoy should be presumed clean or safe until all enclosed spaces (e.g. hull and battery compartments) are proven so by proper testing. Tests of the buoy's atmosphere must comply with the testing procedures outlined in this directive.

##### **3.2 Buoy purging**

Buoys containing flammable/explosive vapours or gases must be purged in compliance with the procedures in this directive. There are several methods of preparing a buoy for safe work. They range from complete decontamination (i.e. water flushing, steaming, chemical cleaning and air purging) to blanketing with inert gases. In general, purging methods that consist of replacing flammable vapours with outside air or blanketing with inert gases are appropriate.

## 4.0 RESPONSIBILITIES

### 4.1 Contractor

The contractor must:

a) be knowledgeable about the following regulations and standards:

- Canada Confined Spaces Regulations;
- Canada Occupational Health and Safety Regulations
- CSA standard W117.2-2012
- Standard ANSI/AWS F4.1
- Standard NFPA 327

b) ensure that employees understand and comply with all applicable safety procedures;

c) ensure that employee health and safety regulations are enforced;

d) ensure that appropriate safety equipment is available and used properly.

### 4.2 Canadian Coast Guard

The Canadian Coast Guard representative will provide the contractor with all relevant information on this subject.

## 5.0 PROCEDURES

### 5.1 Preliminary activities

Prior to any work on or servicing of buoys, it is necessary to be aware of and to be able to identify any hazards that may exist. Knowledge of the various regulations and standards is necessary to safely mitigate these hazards.

### 5.2 Controlling sources of ignition

When a buoy might contain hazardous substances, the contractor must ensure that there are no sources of ignition (smoking, welding, grinding, running compressor, etc.) within a radius of at least 6 metres from the buoy. It is easier to remove ignition sources by placing the buoy outdoors.

### 5.3 Buoy preparation

A combustible gas detector must be used to check for explosive gases within the buoy's compartments. If explosive gases are found, these compartments must be ventilated, i.e. the gas must be flushed out using compressed air until the detector indicates that the percentage of explosive gases is zero.

### 5.4 Welding, cutting and drilling on metal buoys

#### 5.4.1 Preliminary activities and buoy preparation

Before blowtorch welding or cutting and/or drilling on metal buoys, compliance must be ensured with the procedures above in 5.2 Controlling sources of ignition and 5.3 Buoy preparation.

5.4.2 Welding, cutting and/or other hot work on external surfaces

Before welding or cutting with a blowtorch or performing any other hot work on a compartment's external surfaces, check for the presence of explosive gases within the compartments. If the detector indicates the formation of a hazardous amount of combustible gas, cease the activity and purge the compartment until the detector indicates a non-hazardous amount of gas.

If a hazardous quantity of combustible gas forms again after activity resumes, the compartment must be blanketed with inert gas.

5.5 Battery compartments

5.5.1 General

Batteries placed in battery compartments release hydrogen. Although the compartments have ventilation holes, check for the presence of hydrogen before performing any work on such equipment.

5.5.2 Battery removal and replacement

When disconnecting the wire clamps from the battery, it is important to ensure that they do not touch each other or the buoy. Remove the batteries from the opened compartment and ventilate it. Repeat this procedure in the order in which the battery compartments were opened, until all the batteries are removed from the buoy.

**6.0 NEUTRALIZATION**

6.1 Completely purging a container (buoy compartment) is still the most reliable way to prepare for performing hot work. However, some containers are very difficult to completely decontaminate. In these cases, if the hot work is limited to external surfaces, neutralization can make the container safe for work. Neutralization (or inerting) involves replacing the air and hazardous gases in the container with an inert gas and maintaining an inert atmosphere during hot work.

6.2 Steam, nitrogen gas or carbon dioxide can be circulated in the container to neutralize the atmosphere while performing hot work. Solid carbon dioxide in the form of dry ice can also be used. If dry ice is used, a special check valve is required to maintain an inert atmosphere in the container and regulate the increased pressure from the gas's expansion.

**7.0 SAFETY MEASURES**

7.1 Any personnel who use the neutralization procedure must comply with the standards in effect.

7.2 Neutralization requires a well-ventilated location where it is unlikely that there will be a lack of oxygen and worker exposure to the inert gas can be controlled and kept to a minimum. To prevent the generation of static electricity, connect the container to the tubing for the inert gas and ground the container. Dry ice used to create an inert atmosphere can cause burns from the cold, and gloves are required to handle it.

**8.0 REFERENCES**

8.1 TP1526. Transport Canada. Aids and Waterways policy item. A28, dated December 22, 1982. "Buoy Servicing – Purging of Hazardous Combustible Gases."



**APPENDIX B**

**Minimum acceptable diameters for common links, end links, rings, eyes, collars, bridles and swivels**

Nominal diameter for the chain, bridle and swivel	Minimum diameter for common links		Minimum diameter for end links, rings, eyes and collars	
	(in.)	(mm)	(in.)	(mm)
1 / 2	13 / 32	10	1 / 2	13
3 / 4	14 / 32	15	23 / 32	18
1- 1 / 8	15 / 16	24	1	25
1- 1 / 2	1- 7 / 32	31	1- 17 / 32	39

**APPENDIX C**

**Minimum acceptable diameters for anchor and sinker hoisting eyes**

Nominal mass of anchor or sinker	Minimum diameter of hoisting eye	
	(lbs)	(in.)
8,000	1 - 1 / 16	27
6,500	15 / 16	24
6,000	29 / 32	23
5,000	27 / 32	21
4,500	25 / 32	20
4,000	3 / 4	19
3,500	11 / 16	18
3,000	5 / 8	16
2,500	19 / 32	15
2,000	17 / 32	14
1,800	1 / 2	13
1,500	15 / 32	12
1,200	13 / 32	10
1,000	13 / 32	10
800	11 / 32	9
500	9 / 32	7
300	1 / 4	6

**APPENDIX D****Minimum acceptable diameters for shackle pins**

Nominal diameter	<u>Bridle shackle</u> (not applicable)		<u>Bow shackle</u>	
	(in.)	(mm)	(in.)	(mm)
5 / 8	5 / 8	16	9 / 16	14
3 / 4	21 / 32	17	21 / 32	17
7 / 8	13 / 16	21	-	-
1	31 / 32	25	7 / 8	22
1-1 / 4	1-3 / 16	30	1- 1 / 16	26
1-1 / 2	1-3 / 8	35	1- 11 / 32	34
1-3 / 4	-	-	1- 11 / 16	43
2	-	-	1- 3 / 4	44

**APPENDIX E**

**ELECTRICAL SYSTEM INSPECTION PROCEDURE**

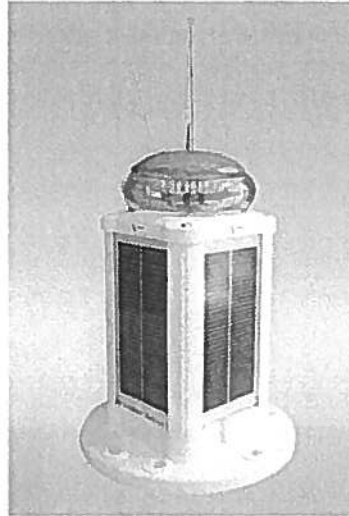
- 1) Ensure that components, parts and connectors are solid. As needed, tighten the electrical connections and the attachment points for lantern parts.
  
- 2) Lubricate the O-ring and make sure it is securely placed so that the lantern is watertight. Disconnect the lantern and clean the lens. Ensure that the lantern's power connector is clean and free of corrosion. Clean as needed.
  
- 3) Check the lantern's character and ensure it matches what is listed below. A good practice is to then attach an identification label to the lantern, with the lantern's character written on it.

Characters used by the CCG:

		Code
		<u>S1 S2</u>
•	FL 4S (0.50sec ON, 3.50sec OFF)	0   A
•	Q 1S (0.30sec ON, 0.70sec OFF)	9   9
•	MO(A) 6S (0.30sec ON, 0.60sec OFF, 1.0sec ON, 4.10sec OFF)	6   C
•	MO(A) 10S (0.50sec ON, 0.50sec OFF, 1.50sec ON, 7.50sec OFF)	6   E
•	Q(9) 15S (0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 6.70sec OFF)	B   1
•	Q(3) 10S (0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 7.70sec OFF)	A   5
•	Q(6) +LFL 15S (0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 0.30sec ON, 0.70sec OFF, 2.00sec ON, 7.00sec OFF)	B   7

**Carmanah**

**1. VÉGA VLB-67**



**2. 601/602/M650**

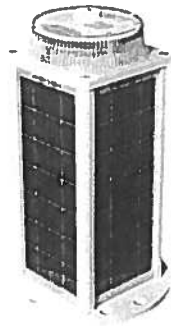
600 series lanterns must be put back in the containers provided by the Canadian Coast Guard and completely immersed in darkness without receiving any light. The Canadian Coast Guard will retrieve them before winter.



Model 650

3. 702 / 704.5 / 708 / 850 / 860

700 and 800 series lanterns must be put back in the provided containers, like the 600 series, and **must never be opened**, or the manufacturer's guarantee will be voided. The Canadian Coast Guard will retrieve them before winter.



Model 704-5 and Model 708

**APPENDIX F****TABLE OF BUOYS AND ACCESSORIES**

Code	Note	Buoy colour and function	Type of aid	Sinker	Buoy line (chain)	Light	Lantern (type)	Lantern (dimension)
YC4		Starboard / R	Jet 1400	Cast iron 6500	Chain – 3/4 50 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC4		Starboard / R	Spar 0.6m conical	Cast iron 6500	Chain – 3/4 50 ft			
YC5		Port / G	1.2m BC-1241	Cast iron 4000	Chain – 3/4 50 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC5		Port / G	Spar 0.6m flat	Cast iron 6500	Chain – 3/4 50 ft			
YC9		Port / G	1.2m BC-1241	Cast iron 6500	Chain – 3/4 50 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC9		Port / G	Spar 0.6m flat	Cast iron 6500	Chain – 3/4 50 ft			
YC10		Starboard / R	1.2m BC-1241	Cast iron 6500	Chain – 3/4 50 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC10		Starboard / R	Spar 0.6m conical	Cast iron 6500	Chain – 3/4 50 ft			
YC11		Port / G	1.2m BC-1241	Cast iron 6500	Chain – 3/4 50 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC11		Port / G	Spar 0.6m flat	Cast iron 6500	Chain – 3/4 50 ft			
YC12		Starboard / R	1.2m BC-1241	Cast iron 4000	Chain – 3/4 50 pi	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC12		Starboard / R	Spar 0.6m conical	Cast iron 4000	Chain – 3/4 50 pi			
YC14		Starboard / R	1.2m BC-1241	Cast iron 6500	Chain – 3/4 50 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YC14		Starboard / R	Spar 0.6m conical	Cast iron 6500	Chain – 3/4 50 ft			
YC15	Ball 50 pds	Port / G	1.0m SB-101	Cast iron 500	Chain - 1/2 25 ft	Q 1S	Carmanah series 600	L.E.D. Lanterns
YD4	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 30 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE2		Starboard / R	1.2 m BC-1241	Concrete 2000	Chain - 3/4 45 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YE4	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S		L.E.D. Lanterns
YE6	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE8	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE9	Ball 50 pds	Port / G	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE10	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE11	Ball 50 pds	Port / G	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE12	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE14	Ball 50 pds	Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 25 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YE21	chain 15 ft	Port / G	0.4m SB-40 flat	Concrete 200	Poly 1/2 / 10 ft			

Code	Note	Buoy colour and function	Type of aid	Sinker	Buoy line (chain)	Light	Lantern (type)	Lantern (dimension)
YE22	chain 15 ft	Starboard / R	0.4m SB-40 conical	Concrete 200	Poly 1/2 / 10 ft			
YE23	chain 15 ft	Port / G	0.4m SB-40 flat	Concrete 200	Poly 1/2 / 10 ft			
YE24	chain 15 ft	Starboard / R	0.4m SB-40 conical	Concrete 200	Poly 1/2 / 10 ft			
YE25	chain 15 ft	Port / G	0.4m SB-40 flat	Concrete 200	Poly 1/2 / 10 ft			
YE26	chain 15 ft	Starboard / R	0.4m SB-40 conical	Concrete 200	Poly 1/2 / 10 ft			
YE27	chain 15 ft	Port / G	0.4m SB-40 flat	Concrete 200	Poly 1/2 / 10 ft			
YE28	chain 15 ft	Starboard / R	0.4m SB-40 conical	Concrete 200	Poly 1/2 / 10 ft			
YE29	chain 15 ft	Port / G	0.4m SB-40 flat	Concrete 200	Poly 1/2 / 10 ft			
YE31	chain 15 ft	Port / G	0.4m SB-40 plate	Concrete 200	Poly 1/2 / 10 ft			
YE32	chain 15 ft	Starboard / R	0.4m SB-40 conical	Concrete 200	Poly 1/2 / 10 ft			
YE34	chain 15 ft	Starboard / R	0.4m SB-40 conical	Concrete 200	Poly 1/2 / 10 ft			
YE35	chain 15 ft	Port/ G	0.4m SB-40 flat	Concrete 200	Poly 3/4 / 10 ft			
YK1		Port / G	1.2 m BC-1241	Concrete 4000	Chain - 3/4 90 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YK5		Port / G	Spar 0.6m flat	Cast iron 2000	Chain- 3/4 30 ft	Q 1S	Carmanah series 600	L.E.D. Lanterns
YK5	Ball 75 pds	Port / G	1.0m SB-101	Concrete 600	Chain - 1/2 30 ft			
YK12		Starboard / R	1.0m SB-101	Concrete 800	Chain - 1/2 30 ft	FL 4S	Carmanah series 600	L.E.D. Lanterns
YK12	Ball 75 pds	Starboard / R	0.6 spar conical	Concrete 800	Chain - 1/2 30 ft			
YK13		Port / G	0.3 spar ORT	Concrete 500	Chain - 3/4 30 ft			
YK23		Port / G	Spar 0.6m flat	Cast iron 2000	Chain- 3/4 30 ft			
YK23		Port / G	0.3 spar ORT	Concrete 500	Chain- 3/4 30 ft			
YM1		Port / G	Jet 9000	Cast iron 6000	Chain - 1 1/8 90 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YM4		Starboard / R	1.2 m MOBILIS BC-1241	Concrete 4000	Chain - 3/4 60 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YM7		Port / G	1.2 m MOBILIS BC-1241	Cast iron 4000	Chain - 1 60 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YM9	Ball 330 pds	Port / G	1.2 m MOBILIS BC-1241	Cast iron 4000	Chain - 3/4 60 ft	FL 4S	Carmanah series 700	
YM11		Port / G	1.2 m MOBILIS BC-1241	Cast iron 4000	Chain - 3/4 90 ft	Q 1S	Véga VLB-67	L.E.D. Lanterns
YM12		Starboard / R	Jet 5000	Cast iron 5000	Chain - 1 1/8 90 ft	FL 4S	Carmanah series 700	L.E.D. Lanterns
YM12		Starboard / R	0.6 spar conical	Cast iron 5000	Chain - 1 1/8 90 ft			
YS3	Ball 50 lbs	Port / G	1.0m SB-101	Cast iron 4000	Chain - 3/4 90 pi	FL 4S	Carmanah série 600	
YS4	Ball 50 lbs	Starboard / R	1.0m SB-101	Cast iron 4000	Chain - 3/4 90 pi	FL 4S	Solar Star	



Code	Note	Buoy colour and function	Type of aid	Sinker	Buoy line (chain)	Light	Lantern (type)	<u>Lantern (dimension)</u>
YS5	Ball 50 lbs	Port / G	1.0m SB-101	Cast iron 4000	Chain - 3/4 60 pi	FL 4S	Carmanah série 600	
YS9	Ball 50 lbs	Port / G	1.0m SB-101	Cast iron 4000	Chain - 3/4 60 pi	FL 4S	Solar Star	
YS10	Ball 50 lbs	Starboard / R	1.0m SB-101	Cast iron 4000	Chain - 3/4 60 pi	FL 4S	Carmanah série 600	

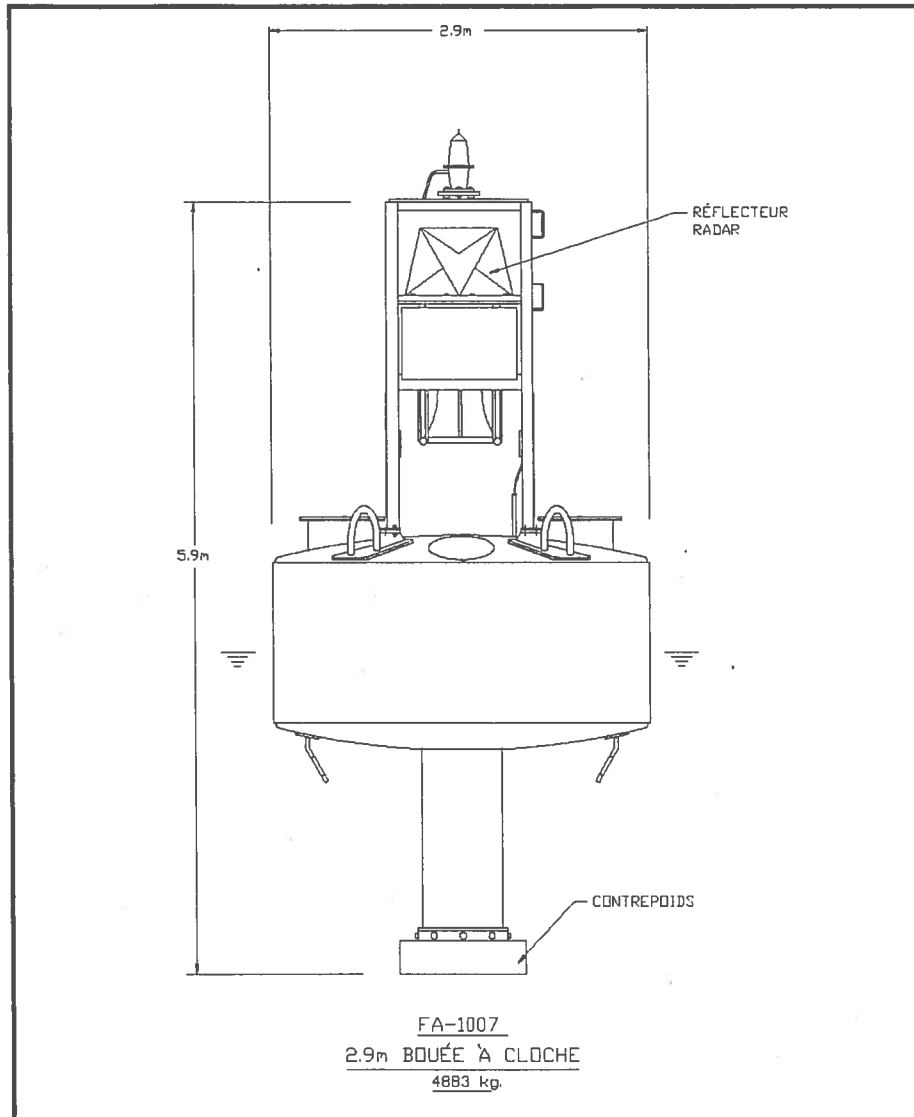
Specifications

PL4s=5secobs. 3.5sec  
 Q is = 5,3s obs. 0,7sec.

- 1) Winter spar buoys. The Contractor will only check the sinker and buoy line for this buoy every two years.

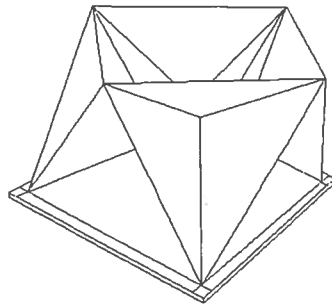
**APPENDIX G**

**BUOY DRAWINGS  
TYPES**

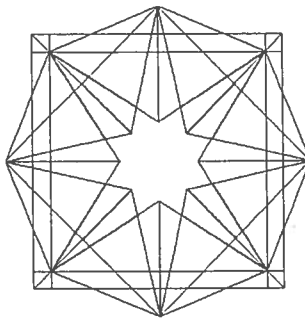


<p>Pêches et Océans Canada Fisheries and Oceans Canada Garde côtière Coast Guard</p>	<b>RÉGION DU QUÉBEC</b> BOUÉE 2,9 M			
	Titre: CONTRAT D'ENTRETIEN		Révision: 0	Date: 03-06-19
Services techniques, Systèmes électroniques et informatiques Informations techniques et graphiques	Dossier:	Dessin: 08738	Conçu:	Vérfifié:
	Éch: Aucune	Fauille: 1/3	Dessiné: R. P.	Appr.:
	Toute modification doit être rapportée à: Garde côtière, services techniques			
			Informations Techniques et Graphiques	

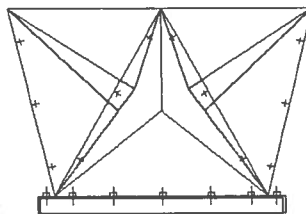
## BUOY DRAWINGS TYPES



VUE PERSPECTIVE



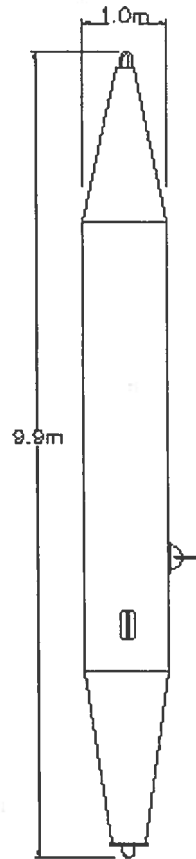
VUE EN PLAN



VUE EN ÉLÉVATION

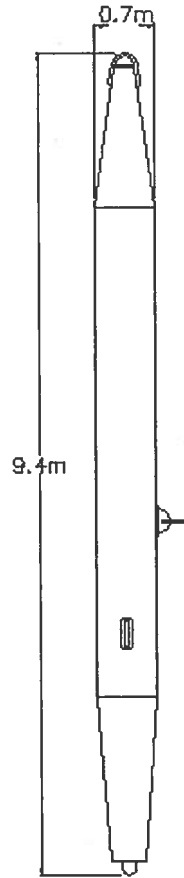
Pêches et Océans Canada Cerde còlière	Fisheries and Oceans Canada Coast Guard	<b>RÉGION DU QUÉBEC</b>			
		RÉFLECTEUR RADAR			
		Titre: CONTRAT D'ENTRETIEN	Révision: 0	Date: 03-06-19	
		Dossier:	Dessin: 0873B	Conçu:	Vérifié:
Services techniques, Systèmes électroniques et informatiques Informations techniques et graphiques		Éch: Aucune	Fauille: 2/3	Dessiné: R. P.	Appr.:
		Toute modification doit être rapportée à: Garde còlière, services techniques			

## BUOY DRAWINGS TYPES



FA-3002  
1.0m ICE BUOY  
CONICAL VERSION  
1.0m BOUÉE D'HIVER  
VERSION CONIQUE  
3853 kg.

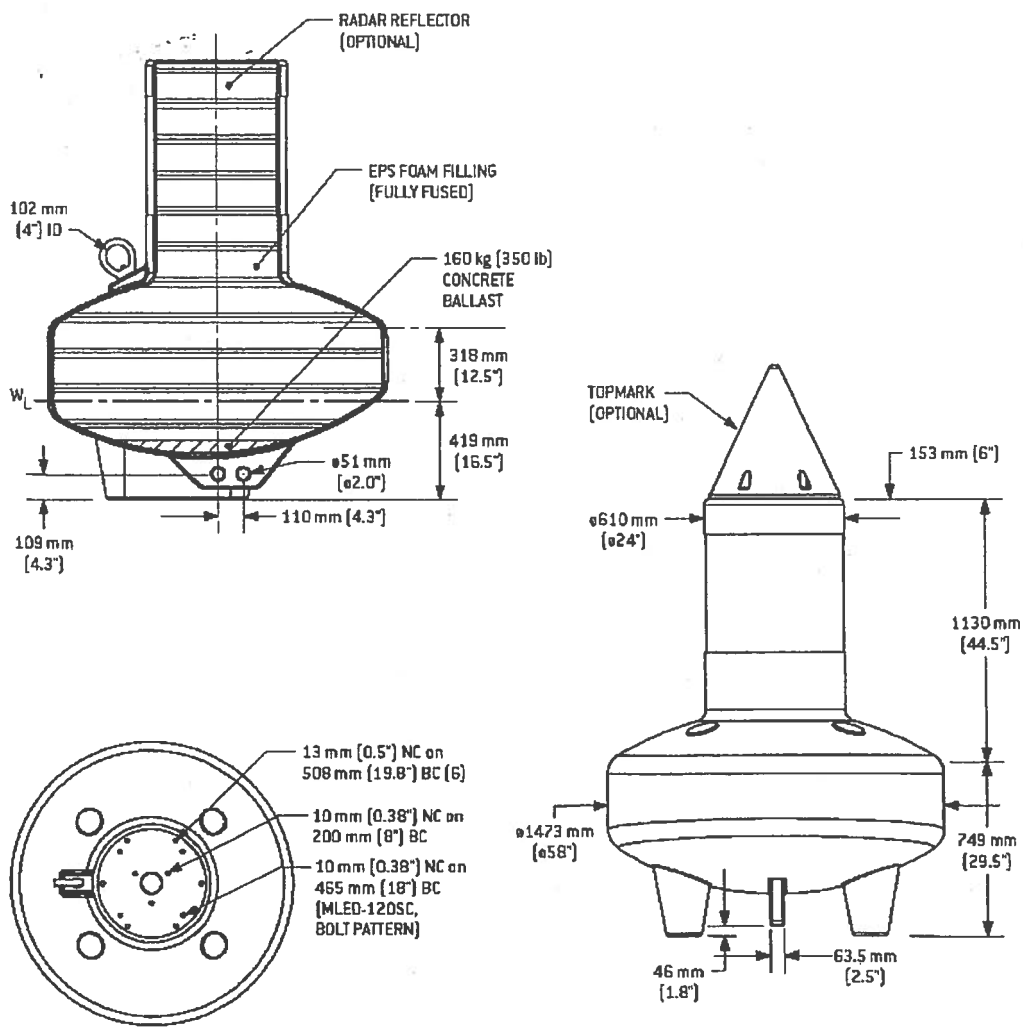
## BUOY DRAWINGS TYPES




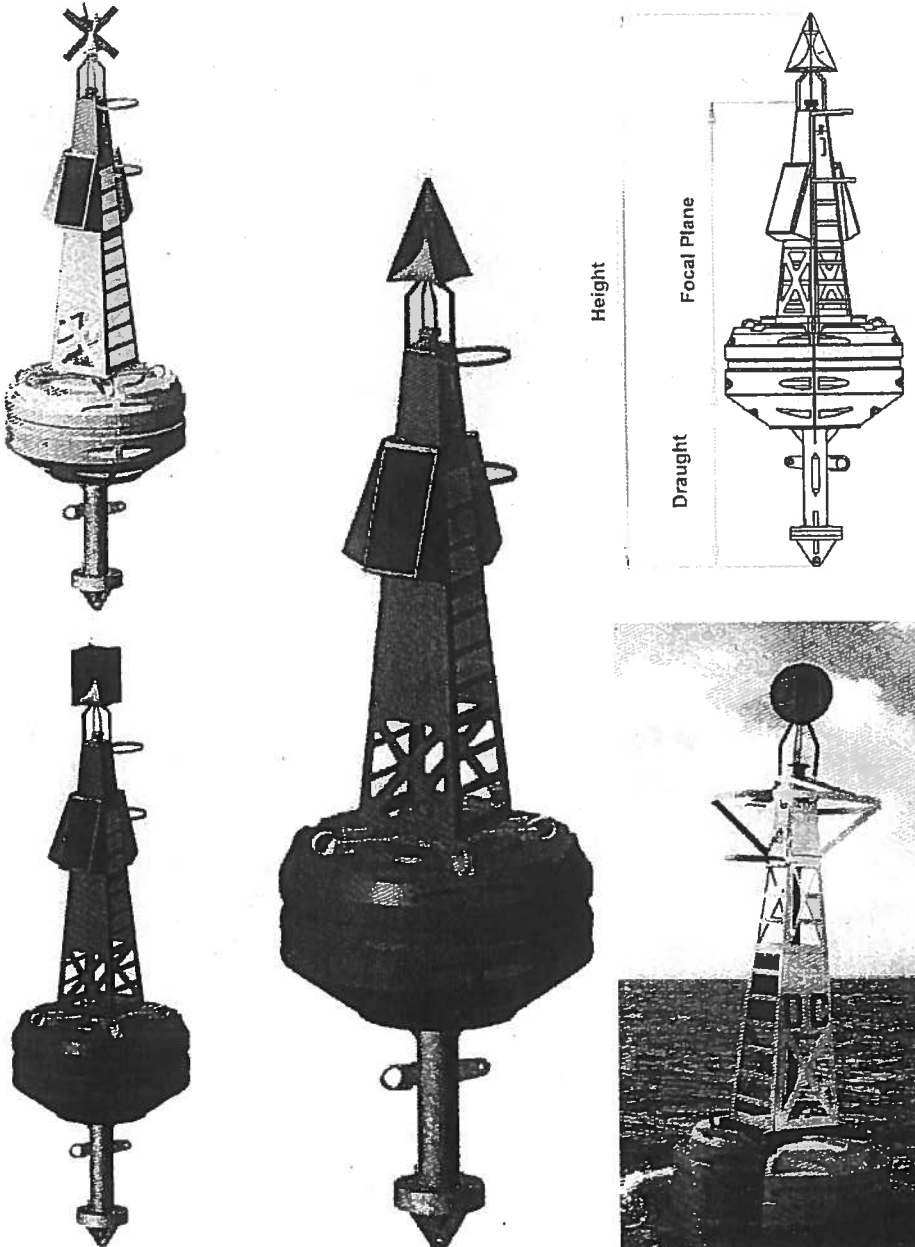

FA-3004  
0.7m ICE BUOY  
CONICAL VERSION  
0.7m BOUÉE D'HIVER  
VERSION CONIQUE  
1946 kg

## BUOY DRAWINGS TYPES

### Tideland SB-98



# BUOY DRAWINGS TYPES

 <p>MOBILIS</p>	<h2>JET 5000 QI</h2>	Jet Buoys
		
<small>BP 49000, 13792 Aix en Provence Cedex 3 France Tel +33 (0)442371500 Fax +33 (0)442371501 web : www.mobils-sa.com E-mail: mobils@mobils-sa.com Images, dimensions and specifications for information only Version 2006 page 18</small>		
		

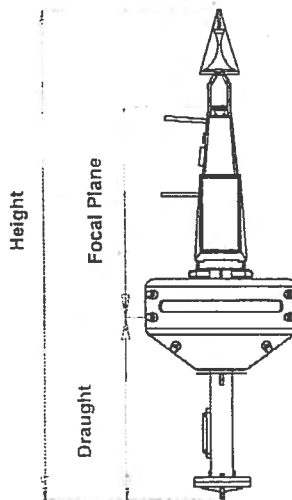
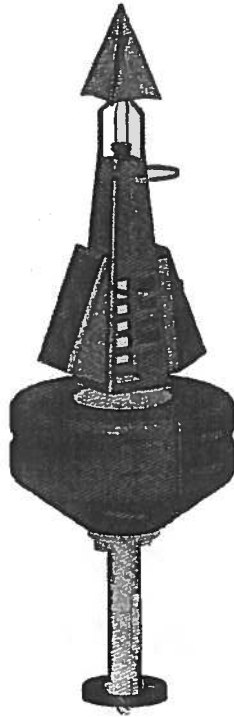
# BUOY DRAWINGS TYPES



MOBILIS

## JET 2500 Q

Jet Buoys



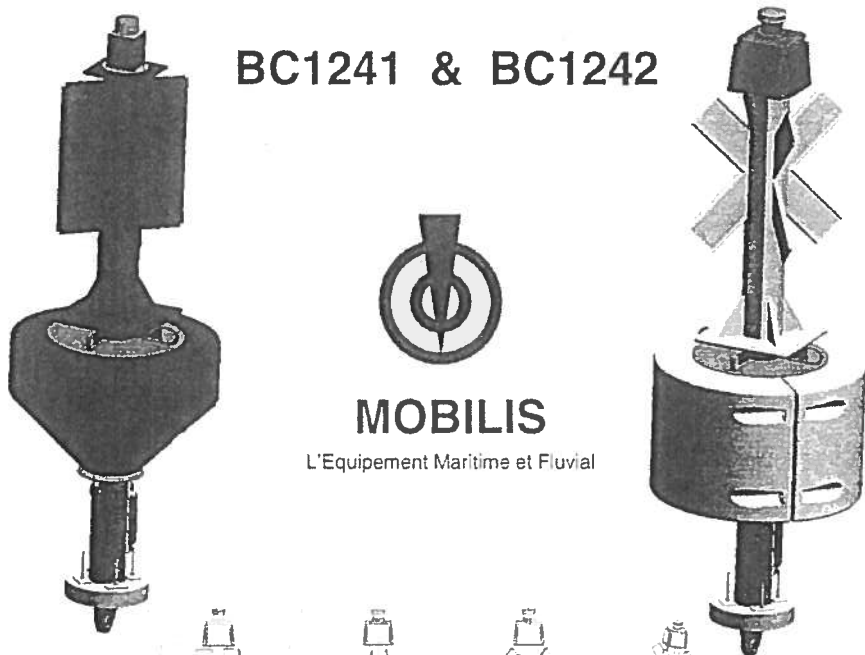
BP 49000, 13782 Aix en Provence Cedex 3, France, Tel. +33 (0)442371500 Fax +33 (0)442371501  
web : [www.mobilis-sa.com](http://www.mobilis-sa.com) E-mail: [mobilis@mobilis-sa.com](mailto:mobilis@mobilis-sa.com) Images, dimensions and specifications for information only  
Version: 2006 page : 24





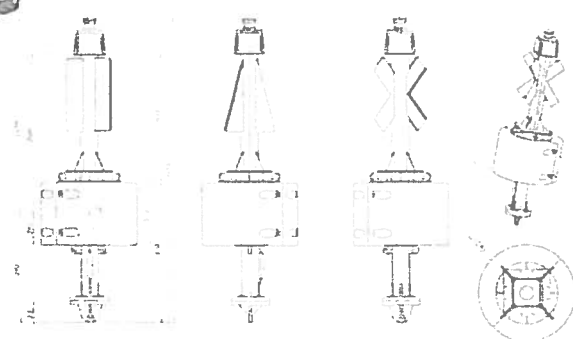
## BUOY DRAWINGS TYPES

### BC1241 & BC1242



**MOBILIS**

L'Équipement Maritime et Fluvial



Spécifications	BC1241	BC1242
Application	Haute mer, Côtier	Haute mer, Côtier
Matériaux	polyéthylène, Aluminium et Acier	polyéthylène, Aluminium et Acier
Marques	Lat., St-André	Lat., St-André
Diamètre	1,24 m	1,24 m
Hauteur	3,9 m	3,9 m
tirant d'eau	1,7 m	1,4 m
Plan focal	2,2-1,9 m	2,5-2,2 m
Période de roulis	environs 7 s	environs 7 s
Poids Bouée	360 kg sans ballast	380 kg sans ballast
Poids Ballast	100 kg	100 kg

APPENDIX H

ACCESSORY DRAWINGS

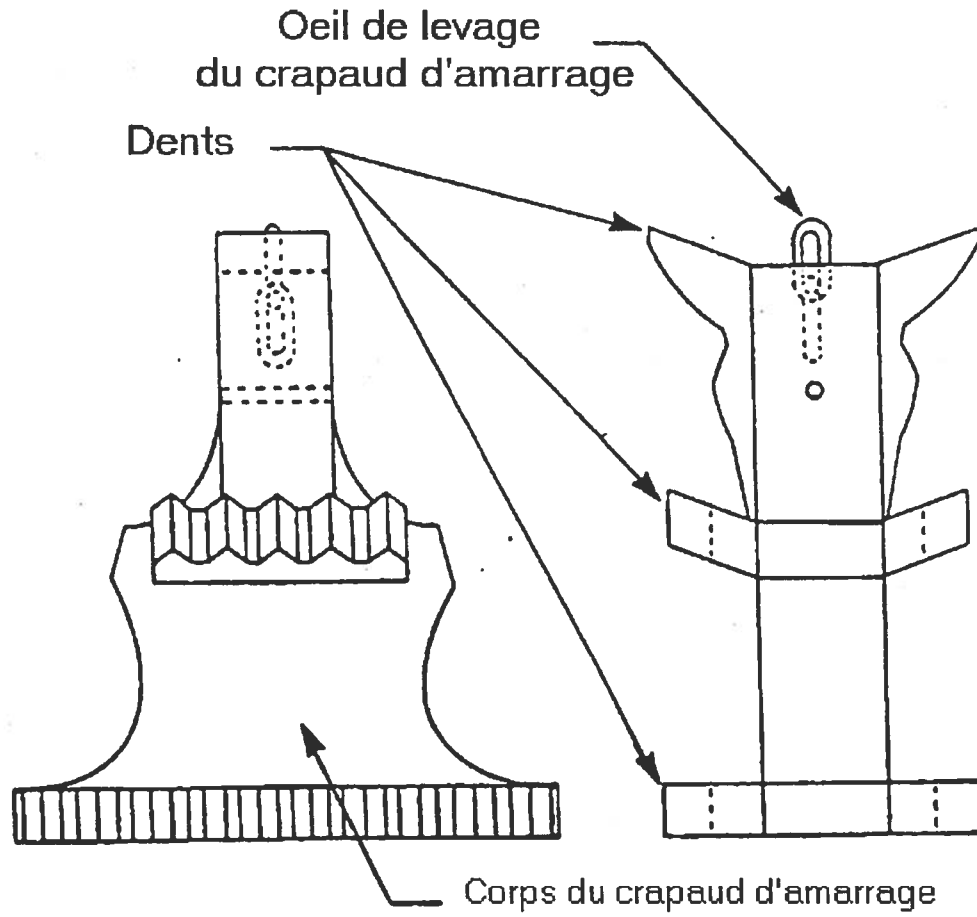
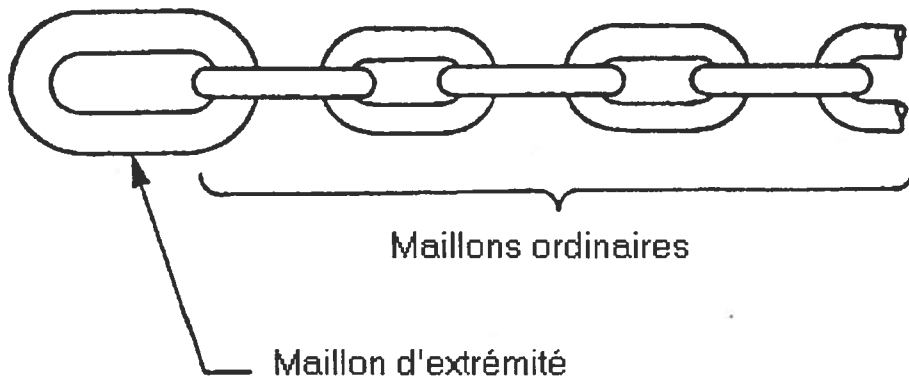
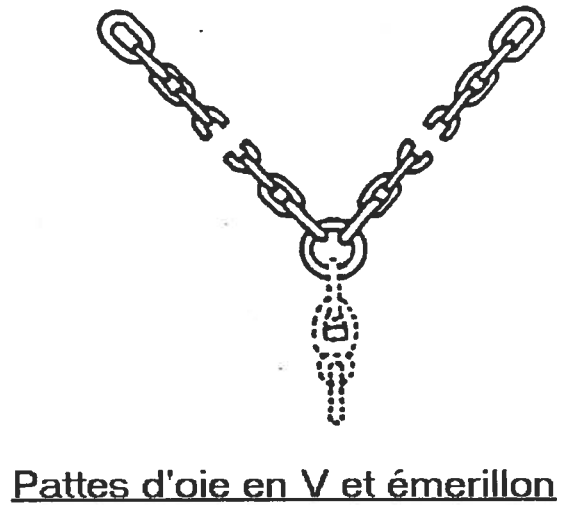
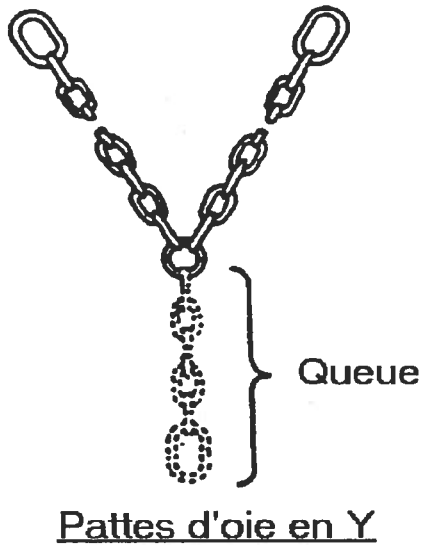
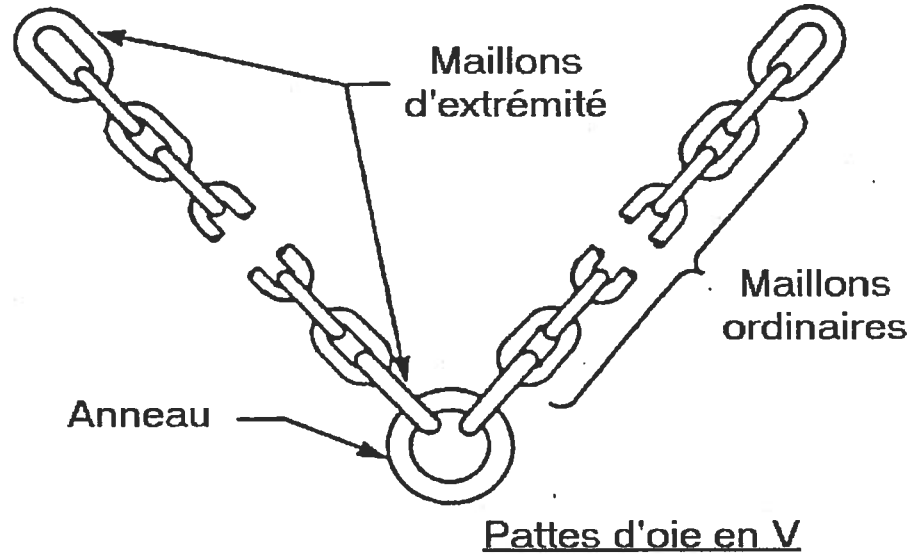


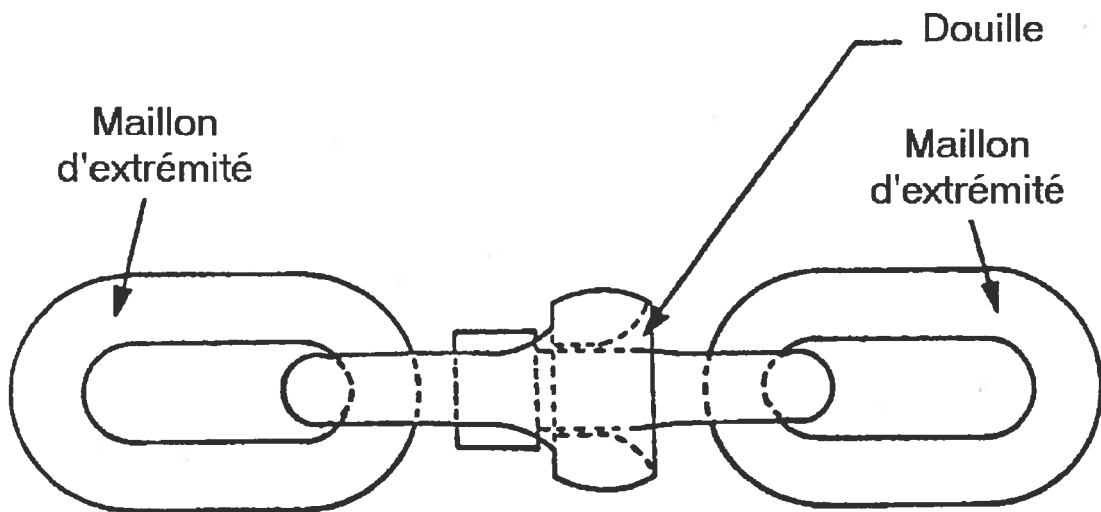
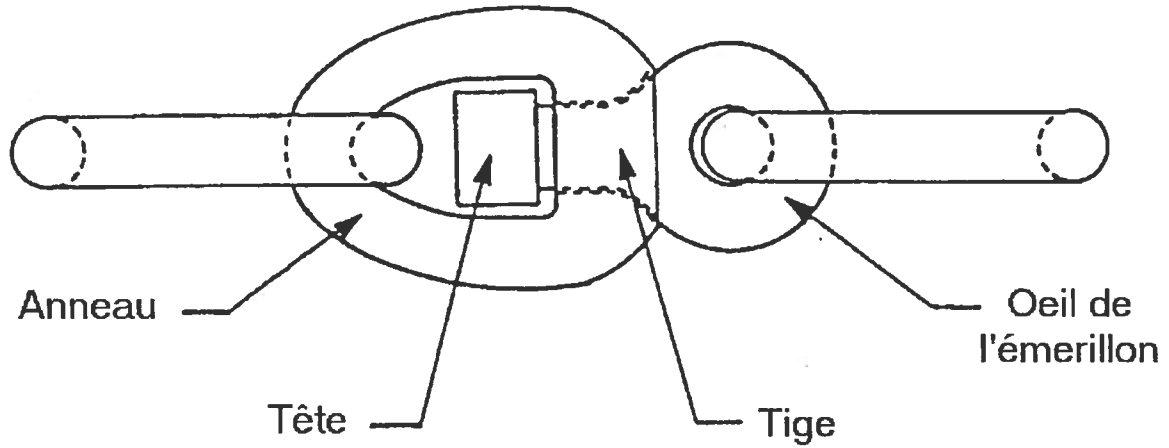
Figure 2: Parts of a chain



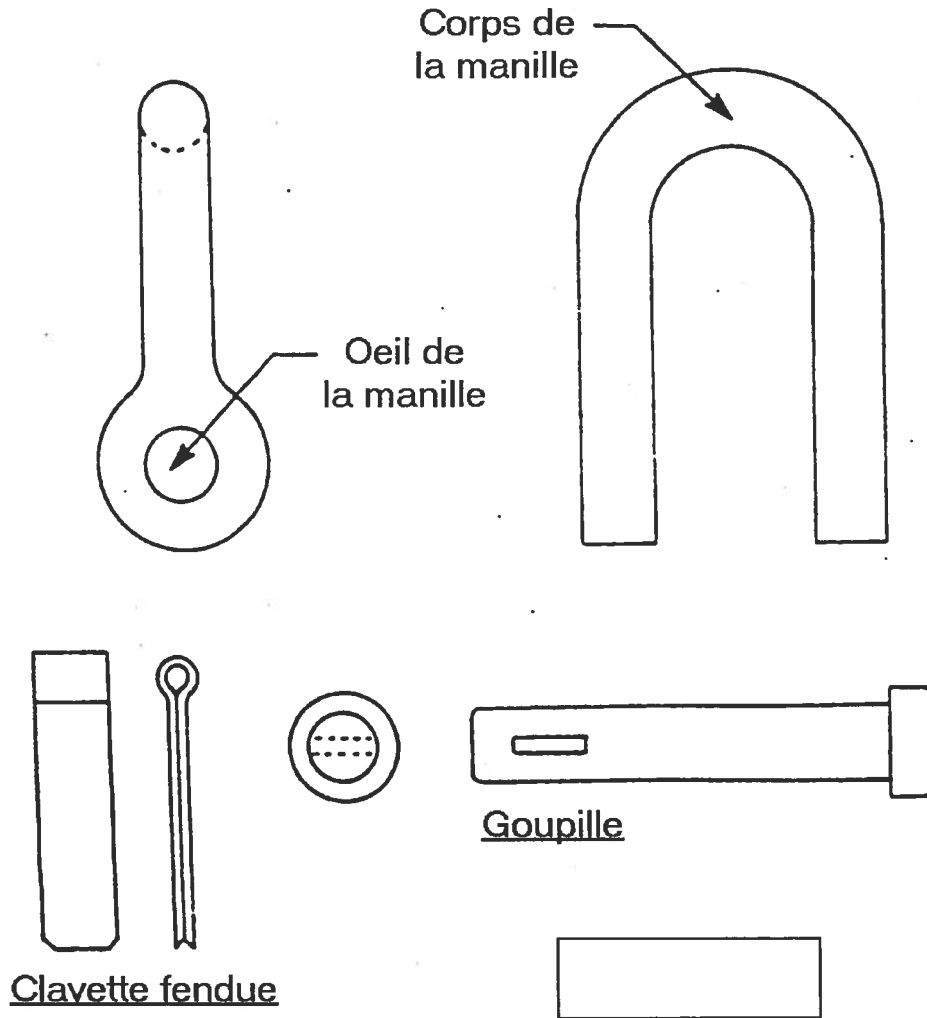
ACCESSORY DRAWINGS



ACCESSORY DRAWINGS

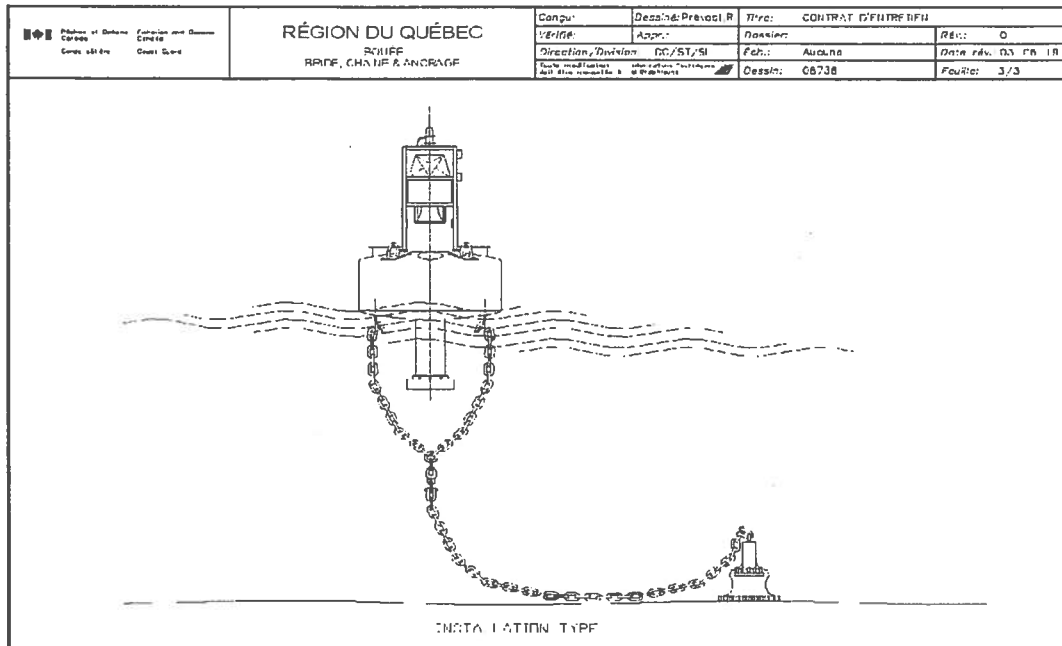


ACCESSORY DRAWINGS

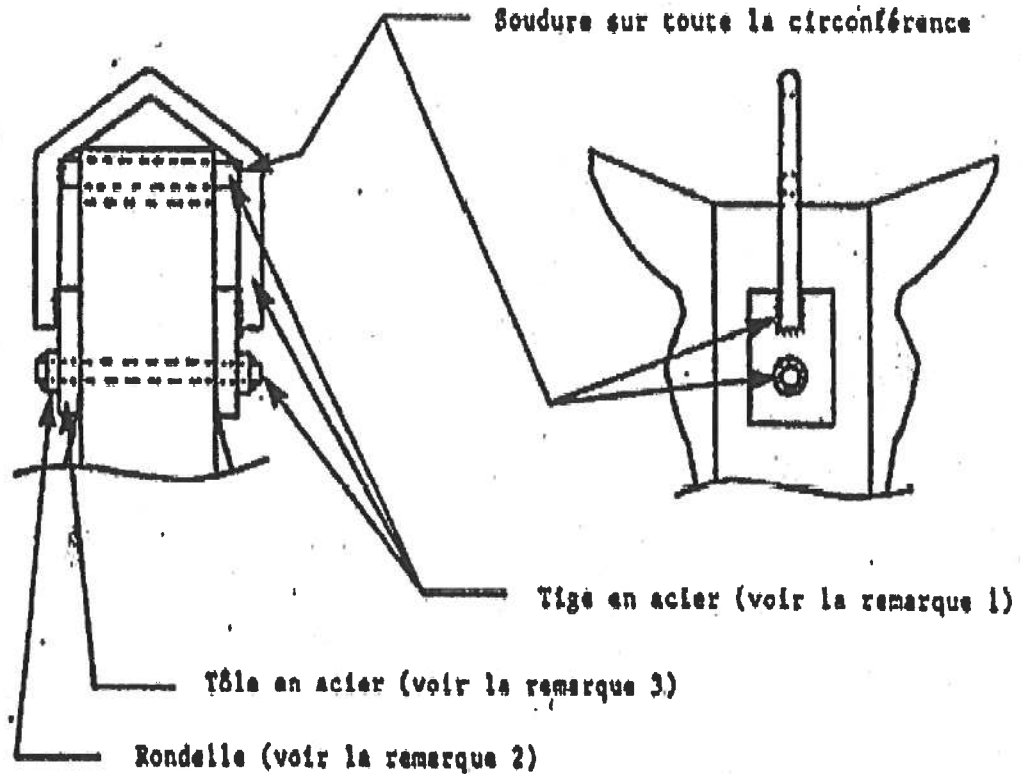


**ACCESSORY DRAWINGS**

(Overview)



## "Arch hoop" replacement of a sinker hoisting eye



**Remark 1:** The diameter of the steel rod must be at least equal to the initial lifting diameter, as detailed in APPENDIX C.

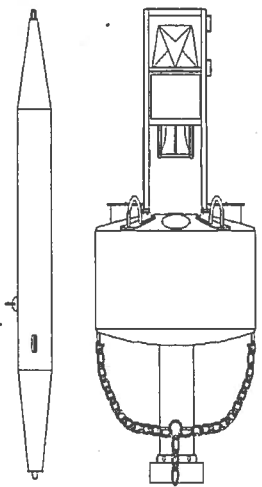
**Remark 2:** The contractor must procure the washers on the market or cut them out of steel sheets. Their thickness must be of at least three eighths ( $3/8^{\text{th}}$ ) that of the steel rod and their diameter must be equal to two (2) times that of that same steel rod.

**Remark 3:** The steel sheets must be cut in a sheet of which the thickness is of at least three eighths ( $3/8^{\text{th}}$ ) the diameter of the steel rod. They must be at least four (4) times larger and at least six (6) times longer than the diameter of the steel rod.

**APPENDIX I**

**BUOY TENDING SHEET**

PLANNED MAINTENANCE   
 UNPLANNED MAINTENANCE

POSITION: _____ SERIAL NO: _____ COLOUR: _____ TYPE: _____	<b>HULL</b>	<b>BRIDLE</b>	
	<input type="checkbox"/> COUNTERWEIGHT <input type="checkbox"/> LOWER CYLINDER <input type="checkbox"/> UPPER HULL <input type="checkbox"/> HOISTING EYE <input type="checkbox"/> BRIDLE RING	<input type="checkbox"/> SWIVEL <input type="checkbox"/> SHACKLE <input type="checkbox"/> CHAIN LINK <input type="checkbox"/> ASSEMBLY LINK <input type="checkbox"/> END LINK <input type="checkbox"/> RING	
<b>STRUCTURE</b>	<b>ELECTRICITY</b>	<b>PAINT</b>	
<input type="checkbox"/> RADAR REFLECTOR <input type="checkbox"/> BELL <input type="checkbox"/> ANGLE IRON <input type="checkbox"/> IDENTIFICATION PLATE <input type="checkbox"/> LANTERN PLATE <input type="checkbox"/> FOOT	<input type="checkbox"/> LANTERN <input type="checkbox"/> SOLAR COLLECTOR <input type="checkbox"/> CONDUIT <input type="checkbox"/> WIRING <input type="checkbox"/> CONNECTOR  <input type="checkbox"/> VOLTAGE _____	<input type="checkbox"/> SANDING <input type="checkbox"/> PRIMER <input type="checkbox"/> FINISH <input type="checkbox"/> LETTERING	

NOTES
GAS TEST
RING TEST
PRESSURE TEST

COST			
	LABOUR	MATERIALS	PAY / HR
WELDING			
ELECTRICITY			
PAINTING			
OTHERS			
<b>TOTAL</b>			

SIGNATURE	DATE
WELDING	
ELECTRICITY	
PAINTING	



## APPENDIX J

### List of parts provided by the Canadian Coast Guard

List of parts and equipment provided to the Contractor after the equipment inspection mentioned in 3.1 and 4.5 of these specifications.

These parts will be provided when the contract is awarded and on request, and changed parts must be kept and returned to the Canadian Coast Guard if the Canadian Coast Guard representative so requests. The department will transport, at its convenience, the parts required by the contractor

- Entire Carmanah 600/700/800 Lantern series
- Towers
- Bells
- Radar reflectors
- Shackles
- Swivels
- Latches
- Pins
- Rings
- Chain shackles
- Bridles
- Chains
- Anodes
- Counterweights
- Plate and lettering
- 3M retroreflective tape

### Spare parts

The quantity will be determined by the Canadian Coast Guard representative.

**NOTE:** Equipment provided by the Contractor (as needed and with prior approval from the technical authority) will be paid at the cost of parts + 5%.

## APPENDIX "C-1" - CERTIFICATIONS

### 1. 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.

**2. 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 contract award and within seven (7) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

**EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

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

**Bidders must include the following table in their proposal, indicating that they meet each mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.**

**The following mandatory criteria will be evaluated:**

	<b>Mandatory Criteria</b>	<b>Meets Criteria (✓)</b>	<b>Proposal Page Number</b>
<b>M1</b>	The bidder must possess the appropriate facilities to meet the technical requirements in these specifications		
<b>M2</b>	The bidder must provide his written work procedure for handling and storing summer and winter buoys		
<b>M3</b>	The bidder must possess the labour, materials and equipment required to handle the buoys and transport them from the chosen transshipment dock in the Magdalen Islands to its workplace and from its workplace to the transshipment dock in the Magdalen Islands.		
<b>M4</b>	The bidder must provide the technical data sheets of the paints he will use (two-part epoxy for the summer buoys and alkyd resin for the winter buoys) for the work.		
<b>M5</b>	The bidder must possess a storage area which allows the maximum amount of light to supply the solar collectors of the buoy.		
<b>M6</b>	The bidder must possess labor qualified in welding (Aluminium/Steel).		
<b>M7</b>	The bidder must possess a minimum of three (3) years' experience in the servicing of marine buoys industry.		

In their bids, bidders must submit proof and demonstrate that they meet each mandatory criterion stated above.

**BASIS OF SELECTION:**

The financial bid is on an aggregate basis (Initial and option year).

The compliant bid with the lowest price (Aggregate amount) which meets the mandatory evaluation criteria will be recommended for the award of a contract.

An example of 2 bidder's Financial Proposals is provided below.

**SAMPLE FINANCIAL EVALUATION GRID**

**For Financial Evaluation purposes - The total bid price is calculated as follows:**

**The total of the ((Firm Unit Price) x (Quantity of buoys)) = Price per year**

**(Initial Year + Option Year 1) = Total bid price**

- Financial Evaluation example of 2 bidders' compliant bids:

**Bidder A (Proposed the same prices for the 2 years)**

Buoy type		
BC 1241	Firm Unit Price of: <b>\$500.00</b>	Extended Price (\$500.00 x 12) : <b>\$6,000.00</b>
ORT	Firm Unit Price of: <b>\$300.00</b>	Extended Price (\$300.00 x 2) : <b>\$600.00</b>
JET 9000	Firm Unit Price of: <b>\$400.00</b>	Extended Price (\$400.00 x 1) : <b>\$400.00</b>
JET 1400	Firm Unit Price of: <b>\$100.00</b>	Extended Price (\$100.00 x 1) : <b>\$100.00</b>
SB-40	Firm Unit Price of: <b>\$200.00</b>	Extended Price (\$200.00 x 13) : <b>\$2,600.00</b>
SB-101	Firm Unit Price of: <b>\$250.00</b>	Extended Price (\$250.00 x 17) : <b>\$4,250.00</b>
JET 5000	Firm Unit Price of: <b>\$500.00</b>	Extended Price (\$500.00 x 1) : <b>\$500.00</b>
Winter spars	Firm Unit Price of: <b>\$750.00</b>	Extended Price (\$750.00 x 11) : <b>\$8,250.00</b>
<b>Year bid price</b>		<b><u>\$22,700.00</u></b> <b>(Applicable Taxes excluded)</b>

**Total bid price (Initial Year + Option Year 1) = \$45,400.00**

**Bidder B** (Proposed the same prices for the 2 years)

Buoy type		
BC 1241	Firm Unit Price of: <b>\$600.00</b>	Extended Price (\$600.00 x 12) : <b>\$7,200.00</b>
ORT	Firm Unit Price of: <b>\$200.00</b>	Extended Price (\$200.00 x 2) : <b>\$400.00</b>
JET 9000	Firm Unit Price of: <b>\$500.00</b>	Extended Price (\$500.00 x 1) : <b>\$500.00</b>
JET 1400	Firm Unit Price of: <b>\$200.00</b>	Extended Price (\$200.00 x 1) : <b>\$200.00</b>
SB-40	Firm Unit Price of: <b>\$300.00</b>	Extended Price (\$300.00 x 13) : <b>\$3,900.00</b>
SB-101	Firm Unit Price of: <b>\$150.00</b>	Extended Price (\$150.00 x 17) : <b>\$2,550.00</b>
JET 5000	Firm Unit Price of: <b>\$400.00</b>	Extended Price (\$400.00 x 1) : <b>\$400.00</b>
Winter spars	Firm Unit Price of: <b>\$400.00</b>	Extended Price (\$400.00 x 11) : <b>\$4,400.00</b>
<b>Year bid price</b>		<b><u>\$19,550.00</u></b> (Applicable Taxes excluded)

**Total bid price (Initial Year + Option Year 1) = \$39,100.00**

**Overall evaluation – Bidder B is awarded the contract.**

**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
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- 13 Audit
- 14 Compliance with Applicable Laws
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- 17 Amendment
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- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 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 Contract, 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 Contract, all as amended by agreement of the Parties from time to time;

"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 31<sup>st</sup> 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 Contracting 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 (4<sup>th</sup> 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](mailto: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](http://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.

## INSURANCE CONDITIONS

### 1. Commercial General Liability Insurance

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

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- m. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

