

MARINE AIDS ADMINISTRATIVE DIRECTIVE**Marine Aids Service Contracts****1.0 SCOPE**

This directive outlines the policies and procedures to be followed for the preparation and administration of marine aids service contract. The tender process, the contract process, and the documents required to support these processes are presented and discussed.

2.0 DEFINITIONS**2.1 Official Document**

An official document contains information that may not be changed in the tender or contract process.

2.2 Unofficial Document

An unofficial document contains information that may be changed in the tender or contract process.

2.3 Official Form

An official form is an official document that can be identified by its title as well as by an official number, usually placed in the bottom left hand corner of the form.

2.4 Tender and Contract Documents

Listed below are the documents used in the tender and contract process. A more detailed explanation of the content of the documents and their use is provided in the appropriate appendices and in the Principles Element 4.0 of this directive.

- a) Articles of Agreement
- b) General conditions

- c) Work specification
 - Work Specification for buoys;
 - Work Specifications for Fixed Aids and
 - Work Specifications for Fog Signals.
- d) Maintenance specifications
- e) Schedule of rates
 - Schedule of Rates for Buoys; and
 - Schedule of Rates for Fixed Aids.
- f) Instructions to Tenderers
- g) Contractor's Declaration
- h) Contractor's Inspection Report
- i) Technical Data
 - Fixed Aids Technical Data; and
 - Buoy Technical Data.
- j) Buoy Positioning Data
- k) Invitation to Tender
- l) Invitation to Tender Letter
- m) Tender Advertisement
- n) Extension of Time for Tenders
- o) Tender Document Amendment
- p) Sample of Contract Termination

2.5 Local Knowledge

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Local knowledge is information about a waterway which is known to local residents and/or Coast Guard personnel, and is not contained in any official nautical documents.

2.6 District Aids Superintendent

For the purposes of this directive, in any Region where there are no Districts, the term District Aids Superintendent will mean the Regional Aids Superintendent.

3.0 BACKGROUND

Sometimes it is neither practical nor economically feasible for the Coast Guard to maintain certain marine aids using its in-house staff. In these situations, contracting the work out is more efficient and effective. Approximately 30% of Coast Guard aids are maintained under contract. The overall process involves:

- advertising the work through a proper tender process;
- carefully selecting a contractor; and
- administering the contract and monitoring the work.

4.0 PRINCIPLES

The principles for marine aids service contracts shall be presented in four major groupings;

- a) General Principles;
- b) Document Principles;
- c) Principles for Tendering; and
- d) Contract Principles.

4.1 General Principles

4.1.1 General Policy

Contracting out the maintenance of an aid does not diminish the Coast Guard's responsibility for the service provided by that aid. A marine aids service contract (hereinafter sometimes referred to as a contract) shall be considered as a non-consulting service contract. The application of the principles in this current directive shall be carried out under the authority of the Material and Contracting Services

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Manual (TP103), Transport Canada, Part 3, Service Contracts). In case of any policy conflict between the two, the Material and Contracting Services Manual shall govern.

4.1.2. Contract Administration Policy

a) Type of Contract

Contracts shall be used for both buoys and fixed aids. Where both types are involved they should be included in the same contract, unless special circumstances dictate otherwise.

b) Term of Contract

Contracts shall normally be for a five year term. If a five year term is likely to cause difficulties, then any term, up to a maximum of five years, may be selected. The use of terms of one year or less is discouraged, because of the additional administrative work required.

The use of a separate “Schedule of Rates” for each year is encouraged. This will make some contractors more comfortable with quoting fixed rates for a multi-year contract, and may result in lower tender prices being received.

c) Reporting

The generic contract documents identify the District Manager as the officer to whom the contractor will report. For those Regions where this title is inappropriate, a more suitable title should be chosen, with the suitable title used in any tender or contract documents.

d) Renewal of Contract

Contracts shall not be renewed. If continuing maintenance is required for the aids, then upon expiry of the contract, tenders shall be called and a new contract awarded.

e) Storage of Contracts

Copies of all contracts in effect in each Region, shall be kept on file in the Regional office.

4.1.3 Training of Contractors

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The Coast guard shall ensure that contractors who maintain aids, have the technical knowledge and ability to do so. In certain situations, however, the contractor may not have first hand experience in maintaining a particular aid. For this situation, some training may be required.

The District Aids Superintendent shall take responsibility for training the contractors. He/she shall use whatever reasonable means are required, including on-site instructions, or bringing the contractor to the Coast Guard Base for more detailed instructions.

4.2 Document Principles

4.2.1 Changing of Documents

Official documents and official forms shall not be changed, unless it is explicitly stated in this directive that they may be. A general exception to this rule, however, shall apply to the use of the term “District Manager”. This term is used in many of the documents and in this directive. It shall be viewed as a generic term, and if applicable to a District or Region it shall be used. If it is not applicable, then a more suitable title shall be used in the documents.

4.2.2 Overview Use of Documents

a) Articles of Agreement

The ‘Articles of Agreement’ is a four page Official Document which forms the actual agreement between the contractor and the Coast Guard. It shall be used in both the tender and contract process. For more details see Appendix A1, and Elements 6.1.2 (b) and 6.2.1 (a).

b) General Conditions

The ‘General Conditions’ is a seven page Official Document that sets forth the general conditions under which the contractor and the Coast guard will conduct their working arrangement. It includes categories such as services, supplies, inspections, amendments, payments and termination. It shall be used in both the tender and contract process. For more details see Appendix A2, and Elements 6.1.2 (c) and 6.2.1 (b).

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c) Work Specifications

The 'Work Specifications' comprise three Unofficial Documents that describe the work which the contractor is required to perform. The three documents are:

- Work Specifications for Buoys (seven pages);
- Work Specifications for Fixed Aids (three pages); and
- Work Specifications for Fog Signals (three pages).

It shall be used in the tender and contract process. For more details see Appendix A3 and Elements 6.1.2 (d) and 6.2.1 (c).

d) Maintenance Specifications

The 'Maintenance Specifications' is a six page Unofficial Document that describes painting and other maintenance which the contractor is required to perform. It shall be used in the tender and contract process. For more details see Appendix A4 and Elements 6.1.2 (e) and 6.2.1 (d).

e) Schedule of Rates

The 'Schedule of Rates' comprises two Official Documents that set forth the specific equipment to be maintained, and the annual rate for maintaining each piece of equipment. The two documents are:

- Schedule of Rates for buoys (one page or more as required; and
- Schedule of Rates for Fixed (one page or more as required).

It shall be used in the tender and contract process. For more details see Appendix A5, and Elements 6.1.2 (f) and 6.2.1 (e).

f) Instructions to Tenderers

The 'Instructions to Tenderers' is a two page Official Document that provides general information to tenderers, including instructions on completing documents. It shall be used in the tender process. For more details see Appendix A6 and Element 6.1.2 (a).

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g) Contractor's Declaration

The 'Contractor's Declaration' is a one page Official Form to be filled in by the tenderer/contractor, supplying basic information on the contractor's experience and abilities. It shall be used in the tender process. For more details see Appendix A7 and Element 6.1.2 (g).

h) Contractor's Inspection Report

The 'Contractor's Inspection Report' is a one page Unofficial Document to be filled in by the contractor, reporting to the Coast Guard, on the required monthly checks of aids equipment. It shall be used in the contract process. For more details see Appendix A8 and Element 6.2.1 (h).

I) Technical Data

The 'Technical Data' comprises one Unofficial Document and one Official Form that provide technical data about each aid to be maintained. The two documents are:

- Fixed Aids Technical Data (one page Unofficial Document); and
- Buoy Data Card (one page Official Form).

It shall be used in the contract process. For more details see Appendix A9 and Element 6.2.1 (f).

j) Buoy Positioning Data

The 'Buoy Positioning Data' is a one page Unofficial Document containing sufficient data to enable the contractor to position and check the position of the buoy. It shall be used in the contract process. for more details see Appendix A10 and Element 6.2.1 (g).

k) Invitation to Tender

The 'Invitation to Tender' is a one page Official Document to be used in advertising the tender in newspapers and other publications. It shall be used in the tender process. For more details see Appendix A11.

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l) Invitation to Tender Letter

The 'Invitation to Tender Letter' is a one page Official Document, which advertises the proposed contract. It is sent to prospective contractors. It shall be used in the tender process. For more details see Appendix A12.

m) Tender Advertisement (headed "Tenders")

The 'Tender Advertisement' is a one page Official Form to be posted at local post offices or other appropriate gathering places, to advertise the proposed contract. It shall be used in the tender process. For more details see Appendix A13.

n) Extension of Time for Tenders

The 'Extension of Time for Tenders' is a one page Official Document to be placed in newspapers, or posted at local post offices or other appropriate gathering places, to extend the due date of the tender. It shall be used in the tender process. For more details see Appendix A14.

o) Tender Document Amendment (headed Amendment No. 1 Tender Documents)

The 'Tender Document Amendment' is a one page Official Document used to amend the tender documents, if required. It shall be used in the tender process. For more details see Appendix A15.

p) Sample of Contract Termination

The 'Sample of Contract Termination' is a one page Unofficial Document (letter sent to the contractor) used to cancel a contract. It shall be used in the contract process. For more details see Appendix A16.

4.3 Principles for Tendering

4.3.1 Official Languages

The requirements of the Official Languages Act and related policies and directives must be observed in the contracting process.

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Call for Tenders - where a contracting authority will be dealing only within a predominantly unilingual area, the various documents in the contracting process need be prepared only in the official language involved, that is, in English within predominantly English language areas and in French within predominantly French language areas. Tendering action within bilingual areas or regions, or nationally must be carried out in both official languages. (See Treasury Board Administrative Policy Manual, Chapter 310, Section 7.4.4).

4.3.2 Advising the Minister

If the resultant contract, from the proposed call for tenders, is estimated to be \$100,000 or more, then the Minister shall be advised. A notice of the proposed tender call shall be sent to the Office of the Minister of Fisheries and Oceans, at least three weeks prior to the call for tenders.

4.3.3 Adhering to the Tendering Procedures

The tendering process will be conducted to adhere in all respects, to the Procedures for Tendering provided in Element 6.1 of this directive.

4.4 Contract Principles

4.4.1 Contract Signing Authority

The Departmental Authority shall be the Contract Signing Authority. In most instances this shall be the District Manager or Regional Director General.

4.4.2 Adhering to the Contract Procedures

All aspects of contracting will be conducted to adhere in all respects, to the Procedures for Contracting provided in Element 6.2. of this directive.

5.0 RESPONSIBILITIES

5.1 Chief, Marine Aids

The Chief, Marine Aids shall be responsible for:

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- informing the Minister’s office of a proposed contract cancellation before actions are taken, where there is no mutual agreement between the Coast Guard and the contractor.

5.2 Coast Guard District

For those Regions where there are no Districts, the term District shall mean Region.

The Coast Guard District shall be responsible for the tendering and contracting processes, and in addition shall be responsible for:

- issuing the notice of contract cancellation only after approval for cancellation has been received from the Chief, Marine Aids, for those cancellations where there is no mutual agreement between the Coast Guard and the contractor;
- training the contractors to conduct maintenance, as required; and
- inspecting, on a yearly basis at a minimum, the aids maintained under contract (as directed by Directive 2.2400 of this Volume 2).

5.3 Regional Manager, Marine Navigation Services

The Regional Manager, Marine Navigation Services is responsible for the application of this directive within his/her Region.

6.0 PROCEDURES

6.1 Procedures for Tendering

6.1.1 Calling Tenders

a) Tenderer Capability

Prior to the call for tenders, the Coast Guard should carefully review the nature of work to be performed, ensuring that the potential contractors are capable of performing the work required (e.g., there is little point in calling for the lifting and placing of a large buoy if none of the prospective contractors is capable of doing that).

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b) Methods of Calling Tenders

One or more of the following four methods shall be used to call for tenders:

i) Local Post Offices

Tenders may be called by posting the Official Form ‘Tenders’ (Appendix A13) in local post offices. The form shall be used without changes. Optional arrangements may be made with the post offices to have the Postmaster or Postmistress hand out the Tender Package (see Element 6.1.2 for the list of contents) to those parties who ask for them, and record their names.

ii) Local Newspapers

Tenders may be called by advertising in the local newspapers and/or other publications. The Official Document ‘Invitation to Tender’ (Appendix A11) shall be used, without changes. The advertisement shall normally appear not more than twice in daily newspapers, and not more than once weekly newspapers or other publications.

iii) Local Gathering Places

Tenders may be called by posting the Official Form ‘Tenders’ (Appendix A13) in local gathering places. Such places include stores, community halls, fish plants and cooperatives. Advertising in local gathering places should generally be used only in the absence of suitable newspapers and post offices. Appropriate arrangements for advertising and distributing the Tender Package may be made with the owner or operator of each proposed local gathering place, prior to any posting of the ‘Tenders’.

iv) Written Invitation

Tenders may be called by sending a written letter of invitation to known potential contractors, including former contractors and nay present contractors. The Official Document ‘Invitation to Tender Letter’ (Appendix A12) shall be used. The Tender Package (see Element 6.1.2) shall also be sent with the invitation.

6.1.2 Tender Package

The tender package shall contain the following documents:

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a) Instructions to Tenderers (Appendix A6)

This document shall not be changed but may be supplemented. The Coast Guard shall fill in Section 6, regarding to whom enquiries may be made.

b) Articles of Agreement (Appendix A1)

The document shall be completed in duplicate. The Coast Guard shall fill in Section 5 prior to calling tenders. The tenderer shall complete Section 1 and 7.2, and sign the signature page with a witness.

c) General Conditions (Appendix A2)

This document shall not be changed.

d) Work Specification (Appendix A3)

The 'Work Specifications' are the most important part of a tender or contract. Those shown in Appendix A3 represent minimum specifications, which should be revised and supplemented when required, to ensure that the contract accurately and completely describes the work which is to be performed.

e) Maintenance Specifications (Appendix A4)

This document should accurately and completely describe the maintenance work the contractor is expected to perform. The specifications in Appendix A4 are the minimum required and should be revised and supplemented as necessary to completely describe the maintenance work which the contractor is expected to do.

f) Schedule of Rates (Appendix A5)

The appropriate documents sent in duplicate, with all information concerning each aid filled in, are used in the Tender Package.

The tenderer shall fill in the annual unit cost for buoys, and shall fill in the annual unit cost and painting cost for fixed aids. The tenderer keeps one copy and returns the other to the Coast Guard.

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In the case of multi-year contracts for which it is desirable to have the rates quoted for each year, the tenderer shall be invited to submit a separate schedule of rates for each year of the contract term.

g) Contractor's Declaration (Appendix A7)

This document shall not be changed. The contractor shall fill in the requisite blank areas and sign the form.

h) Pre-addressed Tender Envelope

Included in the Tender Package shall be a pre-addressed return tender envelope.

6.1.3 Time of Tendering Period

a) Publicly Advertised

For a publicly advertised call for tenders (such as the use of newspapers and post offices), the time allowed shall usually be 21 calendar days. That is, 21 days will be allowed from the time the form is posted, or put in the newspaper, to the time the contractor is due to deliver the completed tender documents (tender closing date).

b) Letter Invitations

For a letter of invitation call to tender, the time allowed shall usually be 14 calendar days. That is, 14 days will be allowed from the time the contractor is expected to actually receive the letter of invitation and the Tender Package (not necessarily when the letter is dated), to the time the contractor is due to deliver the completed tender documents (tender closing date).

6.1.4 Extension of Tendering Period

Except in an emergency, the due date for receiving tenders shall not be extended during the seven calendar days preceding the tender closing date previously announced.

If there are more than seven days preceding the tender closing date, and it is necessary to extend the closing date, then the appropriate procedure shall be followed:

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a) Newspaper

If the initial call to tender was through a newspaper advertisement, then the extension must be advertised in the same newspaper. The Official Document 'Extension of Time for Tenders' (Appendix 14) shall be placed in the newspaper, verbatim.

b) Post Office and Local Gathering Sites

If the initial call to tender was through a posting in the local post office or other local gathering site, then the Official Document 'Extension of Time for Tenders' (Appendix 14) shall be posted wherever the initial advertisement was posted. Further, anyone who has received the Tender Package must be notified of the extension.

c) Letter of Invitation

If the initial call to tender was through a letter of invitation, then a second letter must be sent notifying the contractor of the extension.

6.1.5 Amendment of Tender Documents

If it is necessary to amend the tender documents during the tender period, then the Official Document 'Tender Document Amendment' (Appendix A15) shall be used. This document shall be sent to anyone who has received the Tender Package.

6.1.6 No Tenders Received

If no tenders are received in response to the tender call, and if there are no known prospective contractors, then a contract(s) may be negotiated with other individuals and/or organizations, such as:

- local fishermen or fish plant operators;
- municipal councils;
- provincial or federal government offices located in the vicinity; or
- local businesses.

6.2 Procedures for Contracting

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6.2.1 Contract Package

Upon the selection of a successful tenderer, a Contract Package consisting of the following shall be made up:

a) Articles of Agreement (Appendix A1)

The Coast Guard shall fill in Section 7.1 and sign the acceptance.

b) General Conditions (Appendix A2)

The same document used in the Tender Package shall be used in the Contract Package.

c) Work Specifications (Appendix A3)

The same document used in the Tender Package shall be used in the Contract Package.

d) Maintenance Specifications (Appendix A4)

The same document used in the Tender Package shall be used in the Contract Package.

e) Schedule of Rates (Appendix A5)

The same documents used in the Tender Package shall be used in the Contract Package. Once the contract has been awarded, and if aids are added or deleted from the contract, a revised schedule of rates shall be prepared and sent to the contractor, in duplicate. He shall then sign both copies, retain one for his records and return the other to the contract administrator.

f) Technical Data (Appendix A9)

This document shall be used in the Contract Package. In addition, any other information that would be useful to the contractor, shall be supplied. A separate Technical Data document shall be included for each aid covered by the contract.

g) Buoy Positioning Data (Appendix A10)

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This document shall be used in the Contract Package. The document may be changed or supplemented as required. The document shall be prepared for each buoy to be maintained under the terms of the contract, unless there is enough positioning data on the 'Technical Data' document (i.e. the Buoy Data Card) to make this unnecessary. The document shall contain enough detail to allow the contractor to use it in placing the buoy and checking its position.

In the case of a buoy in waters that are uncharted or inadequately charted, the positioning data will either be a description or illustration of the local knowledge used to position the buoy. If it is impossible to define a buoy position because the channel shifts, or because local knowledge must be used to determine the best location, the words, 'as required to mark the most favourable navigable channel' shall appear on the 'Buoy Positioning Data' document.

h) Contractor's Inspection Report (Appendix A8)

The document may be changed or supplemented as required. The contractor shall fill in the requisite blank areas and sign the form. Clause 6.2 of the 'General conditions' requires the 'Contractor's Inspection Report' to be submitted as a prerequisite to payment being made to the contractor. The 'Buoy Service Report' may be used instead of the 'Contractor's Inspection Report' if buoys are maintained.

6.2.2 Changes to the Contract

Aids may be added to, or deleted from a contract while it is in effect ('General Conditions,' Section 5).

a) Deletion of Aids

If an aid is deleted from a contract then the amount shown for that aid shall be deducted from all future payments.

b) Addition of Aids

If an aid is added to a contract then the additional payment for the aid shall be determined through negotiation with the contractor. The negotiations, and arrival at a reasonable payment, shall be based upon rates quoted to maintain similar aids in the current contract and/or through other contracts (though not necessarily with the same contractor).

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c) Confirmation

The addition or deletion of an aid from the contract shall be confirmed in writing, and the 'Schedule of Rates' revised accordingly (see Appendix A5).

6.2.3 Cancellation of Contract

a) Mutual Agreement

If it is necessary to cancel a contract where there is a mutual agreement between the Coast Guard and the contractor, the District or Regional office shall issue the letter of cancellation to the contractor. See Appendix A16 for a sample letter.

b) Non-Mutual Agreement

If it is necessary to cancel a contract where there is no mutual agreement (e.g., where there is non-performance or breach of contract) between the Coast Guard and the contractor, the District or Regional office shall forward its recommendations for cancellation, with supporting information, to the Chief, Marine Aids at least six weeks in advance of the proposed cancellation date.

The Chief, Marine Aids shall inform the Minister's office of the proposed cancellation, before actions are taken.

The notice of contract cancellation shall be issued by the District or Regional office, only after approval for cancellation has been received from the Chief, Marine Aids.

6.2.4 Inspections

a) By the Contractor

The contractor shall inspect, on a monthly basis, the aids that he is maintaining (as directed by Directive 2.2400 of this Volume 2, and the 'Work Specifications' (Appendix A3). A written report shall be submitted monthly to the District Manager or other appropriate officer. The 'Contractor's Inspection Report' (Appendix A8) will serve as the written report.

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b) By the Coast Guard

The Coast Guard shall inspect, on a yearly basis at a minimum, the aids maintained under contract (as directed by Directive 2.2400 of this Volume 2).

7.0 REFERENCES

7.1 TP103. Transport Canada. Materiel and Contracting Services Manual.
Part 3. 'Service Contracts'.

7.2 This Directive replaces:

TP1526. Transport Canada. Aids and Waterways Policy Element A25.
Dated September 8, 1983. 'Marine Aids Service Contracts.'

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Articles of Agreement

The “Articles of Agreement” is a four page Official Document that forms the actual agreement between the contractor and the Coast Guard.

The “Articles of Agreement” document is presented in Appendix 1. It should be photocopied for tender or contract purposes as required.

Type of Document	: Official Document
Change Status	: Must not be Changed
Blank Areas to be Completed	: Yes, by Coast Guard and Tenderer
Used as Part of	: Tender and Contract Package

Tender Package

This document is used in the Tender Package. The document shall be completed in duplicate.

The Coast Guard shall fill in Section 5 prior to calling tenders.

The tenderer shall complete Sections 1 and 7.2, and sign the signature page with a witness.

Contract Package

The Coast Guard shall fill in Section 7.1 and sign the acceptance.

ARTICLES OF AGREEMENT

DEPARTMENT OF FISHERIES AND OCEANS

Coast Guard

1. Offer submitted by: _____

(Print or Type Complete Name and Address)

2. I/we the undersigned, hereinafter referred to as "The Contractor", hereby offer to Her Majesty The Queen in Right of Canada represented by the Minister of Fisheries and Oceans, hereinafter referred to as "The Minister", to furnish all necessary labour, materials, superintendent, plant, tools, equipment and other things necessary to execute in a careful and workmanlike manner the servicing and maintenance of the Marine Aids to Navigation listed in the Schedule of Rates attached hereto.
- 3.1 I/we have informed myself/ourselves of the conditions relating to the work to be performed and have inspected and am/are thoroughly familiar with the specifications and all terms and covenants of the contract documents.
- 3.2 The submission of this tender shall be considered prima facie evidence that the above requirements have been met. Failure to have complied with said requirements shall not relieve the contractor of its obligation to enter into the contract and to carry out the work for the conditions set forth in its tender.
4. The contractor hereby undertakes to perform and complete the work in the manner set out in the specifications in accordance with the following documents.
- 4.1 These Articles of Agreement.

4.2 Attached document entitled "General Conditions".

4.3 Attached document entitled "Work Specifications".

4.4 Attached document entitled "Maintenance Specifications".

4.5 Attached document entitled "Schedule of Rates".

4.6 Attached document entitled "Technical Data".

4.7 Attached document entitled "Buoy Positioning Data".
(applicable only to contracts for the maintenance of buoys).

5. Subject as otherwise provided herein or in the General Conditions, this contract shall continue in force and effect for a term of _____ years, commencing on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____.

6. The attention of the Contractor is drawn to the following statutory provision:

"It is a term of every contract providing for the payment of any money by Her Majesty that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment. " (Section 33, Chapter F-10, R.S.C. 1970).

7.1 The contractor shall direct all questions, reports, correspondence, etc. concerning this contract to:

7.2 All correspondence, supplies, etc. concerning the aids covered by this Contract shall be sent to the contractor at the following address:

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7.3 Any notice to the parties hereunder shall be effectively given if sent by letter, telegram or telex addressed to the party at its address as indicated above. Any notice so given shall be deemed to have been received by the other party at the time when in the ordinary course, such letter, telegram or telex should have reached its destination.

- 8.** In this Contract the term “District Manager” means the Coast Guard District Manager for the District in which the aids covered by this Contract are located. The District Manager is the Minister’s designated representative in matters relating to this Contract.

SIGNATURE PAGE

(Name of Contractor, Typed or Printed)

(Witness)

(Contractor)

Dated at _____ This _____ day of _____ 19_

ACCEPTANCE

The above tender is hereby accepted on behalf of Her Majesty in Right of Canada.

THE MINISTER OF FISHERIES AND OCEANS

Per: _____

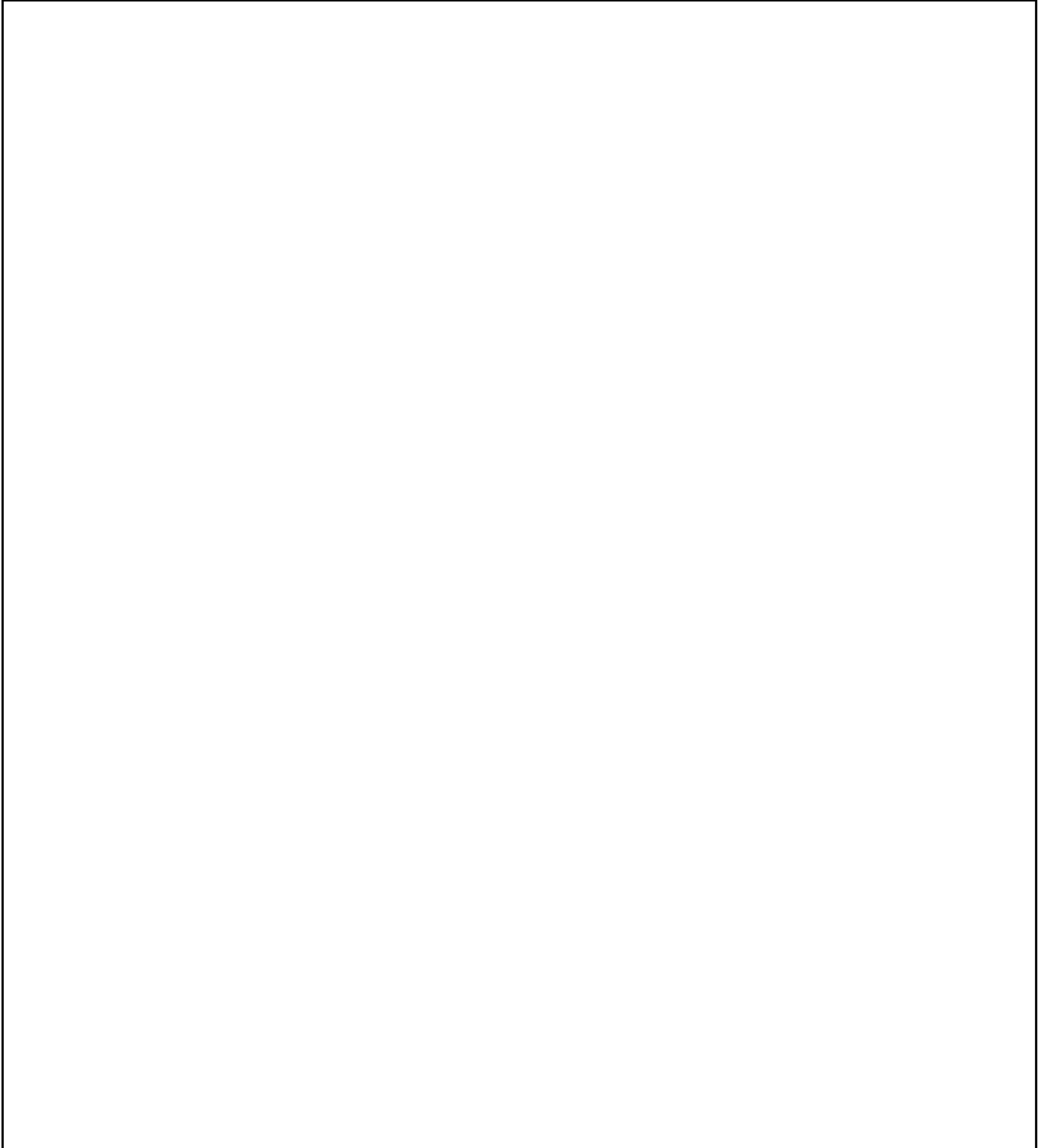
Witnessed by: _____

CONTRACT DATE: _____

(award date)

Contract No. _____

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General Conditions

The “General Conditions” is a seven page Official Document used in all contracts, that sets forth the general conditions under which the contractor and the Coast Guard will conduct their working arrangement. It includes categories such as services performed, supplies used, inspection, amendments, payments and termination.

The “General Conditions” is presented in Appendix 2. It should be photocopied for tender or contract purposes as required.

Type of Document	: Official Document
Change Status	: Must Not be Changed
Blank Areas to be Completed	: No
Used as Part of	: Tender and Contract Package

GENERAL CONDITIONS

1. SUPPLY AND CUSTODY OF MARINE AIDS TO NAVIGATION

- 1.1** Upon entering into this contract, Her Majesty shall provide the Contractor with a full complement of Marine Aids to Navigation including components (herein called “marine aids to navigation”) required for performance of this contract and as set out in the Schedule of Rates attached hereto and forming part hereof together with spares as deemed necessary by the Minister.
- 1.2** Upon commencement of this Contract the Contractor shall inspect the Marine Aids to Navigation and shall notify the District Manager if any of them are missing, in poor condition or unfit for service. If such notice is not given within one week of the commencement of this contract, the Contractor shall make good any shortage or deficiency at his own expense and to the satisfaction of the District Manager.
- 1.3** In the event of loss or damage to the Marine Aids to Navigation through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the Contractor and to the satisfaction of the District Manager.
- 1.4** The Contractor shall provide suitable storage facilities acceptable to the District Manager for the Marine Aids to Navigation not in use, and in the event of a new contract being awarded to another party at the expiration, non-completion or cancellation of this Contract shall accord the new Contractor free access for inspecting and removing the Marine Aids to Navigation, and free access to the marine aids to navigation for inspection thereof shall be accorded to any person who during the continuance of this Contract desires to consider a call made by the Minister for new tenders.
- 1.5** The Contractor shall return, in good condition, to Her Majesty and as directed by the District Manager, at the termination of this Contract, the marine aids to navigation and all components, property, equipment, materials and supplies of Her Majesty and shall make good any loss or deficiency in respect thereto.
- 1.6** If the Contractor fails to return to Her Majesty the marine aids to navigation, components, property, equipment, materials and supplies in good condition, the cost of supplying, replacing or repairing such items then missing or unfit for

service, except due to ordinary wear or other cause beyond the control of the Contractor, will be deducted from any amount otherwise owing to the Contractor under this Contract.

2. SERVICES TO BE PERFORMED BY THE CONTRACTOR

- 2.1** The Contractor shall be responsible for and shall maintain the marine aids to navigation listed in the Schedule of Rates to the operating standards set out in the Specifications annexed hereto and forming part hereof.
- 2.2** At the end of each year during the term of this Contract or at the end of the season of navigation in each such year, the Contractor shall advise the District Manager of any marine aids to navigation unfit for service and if in the opinion of the District Manager such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.
- 2.3** The Contractor shall maintain the site of the marine aids to navigation in a clean and orderly condition and shall follow all Departmental directives given to him on the proper disposal of spent batteries and other non-reusable equipment and materials.

3. TOOLS, SPARES AND SUPPLIES

- 3.1** Her Majesty shall supply to the Contractor all paint, batteries and spares required for the performance of this contract.
- 3.2** Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the District Manager, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 3.3.** The Contractor shall at all times keep a sufficient inventory of spares to ensure his ability to service the Marine Aids to Navigation and he shall inform the District Manager of any need for additional spares in order to maintain this inventory.
- 3.4** The delivery of all spares and other materials which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

- 3.5** The Contractor shall provide suitable storage for the tools, spares and supplies provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.

4 INSPECTION

The District Manager has the right to inspect the marine aids to navigation as often as he deems necessary to satisfy himself that they are being maintained in accordance with the Specifications attached hereto.

5. AMENDMENTS

- 5.1** During the term of this contract the Minister shall have the right to establish, from time to time, marine aids to navigation additional to the marine aids to navigation provided for in the Schedule of Rates or withdraw from service any of the marine aids to navigation listed therein.
- 5.2** If, during the continuance of this Contract, any additional marine aids to navigation are established in the area covered by this Contract and supplied to the Contractor by Her Majesty the Contractor shall maintain the additional marine aids to navigation at a rate or rates mutually agreed upon between the Contractor and Her Majesty.
- 5.3** If any of the existing marine aids to navigation are discontinued, deduction will be made from the Contract price at the rate shown in the Schedule of Rates.
- 5.4** If at any time during the continuance of this Contract the parties shall deem it necessary or expedient to make any alteration or addition to this Contract, they may do so by means of a written agreement between them which shall be supplemental hereto and form part thereof.

6. PAYMENT

6.1 Payment for the work shall be based on the Schedule of Rates attached hereto and shall be made upon submission of an invoice by the contractor for services rendered, half yearly, not in advance, all as certified by and to the satisfaction of the District Manager.

6.2 No amounts due shall be paid unless the Contractor has complied with all requirements for the submission of inspection reports.

7. WORK AUTHORIZATION

7.1 Unless authorized in writing by the District Manager the Contractor shall not undertake any work additional to or supplemental to or in substitution of the services required by this Contract.

8 CROWN PROPERTY

8.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

8.2 All Marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

9 ASSIGNMENT AND SUB-CONTRACT

9.1 The Contractor shall not assign or sub-contract any part of the Service to be performed hereunder to a third party without the prior consent in writing of the District Manager.

10 INDEMNITY

10.1 The Contractor agrees that Her Majesty shall not be liable for any claims in any manner based upon, occasioned by, or in any way attributable to the performance of the services required by this Contract.

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10.2 The Contractor shall at all times indemnify and save harmless Her Majesty and Her officers and servants from and against all claims, demands, actions, suits or other proceedings in respect of any such claims by whomsoever made, brought or prosecuted unless such proceedings are the result of the negligence of an officer or servant of Her Majesty while acting within the scope of his employment.

11. OFFICERS SERVANTS AND AGENTS OF CONTRACTOR

11.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

11.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or as income tax from the earnings realized through this Contract.

12 WAIVER NEGATED

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

13 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements upon which any rights against Her Majesty may be founded.

14. ASSISTANCE TO CONTRACTOR

The District Manager will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the service to be performed under this contract.

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15. COLLECT TELEPHONE CALLS

All telephone call which the Contractor is required to make to the District Manager in connection with the Contractor's duties under this Contract may be made "collect".

16. TERMINATION

16.1 This Contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days' notice in writing, signed by or on behalf of the Minister, and either delivered to the Contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

16.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof and less nay costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidences by the certificate of the District Manager, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

WORK SPECIFICATIONS

The “Work Specifications” comprise three Unofficial Documents that describe the work which the contractor is required to perform. The three documents are:

- Work Specifications for Buoys (seven pages);
- Work Specifications for Fixed Aids (three pages); and
- Work Specifications for Fog Signals (three pages).

The documents listed above are presented in Appendix 3a, 3b and 3c respectively. They should be photocopied for tender or contract purposes as required.

Type of Documents	:	Unofficial Documents
Change Status	:	May be Changed and Should be Supplemented
Blank Areas to be Completed	:	No
Used as Part of	:	Tender and Contract Package

Tender Package

The appropriate documents are used in the Tender Package. The work specifications should accurately and completely describe the work the contractor is expected to perform. The documents shown represent minimum specifications which should be revised and supplemented to ensure that the contract accurately and completely describes the work which is to be performed.

Contract Package

The same work specification documents used in the Tender Package shall be used in the Contract Package.

WORK SPECIFICATIONS FOR BUOYS

Introduction

The following work specifications which describe the responsibilities of the Contractor and the Minister form part of this legal agreement between these parties. The Contractor should not hesitate to contact the District Manager for clarification of any part of the specifications at any time during the term of this contract.

Because of the variety in the types of buoys and in the work required to keep them in position and operation, this Specification is divided into three parts; each part dealing with a separate buoy category. The Schedule of Rates shows the category to which the buoys in this contract belong.

Specification 'A'

Watched Buoys

A "watched buoy" is a buoy for which the Contractor:

- a) check position and operation
- b) submits reports to the District Manager

A "watched buoy" is not serviced, placed or maintained by the contractor.

1. Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described and, where applicable, that the lights, bells whistles, etc., are functioning.

Should any buoys be out of position and/or any buoy lights etc., not functioning, the Contractor shall immediately report this by telex or telephone to the District Manager.

2. The Contractor shall inspect all buoys monthly or more often (especially following periods of bad weather, ice conditions, etc.) as required to determined that they are in their correct positions and that the lights etc., are functioning. Following each monthly inspection, the Contractor shall report to the District Manager using the

‘Contractor’s Inspection Report’ or the ‘Buoy Service Report’.

3. Buoy positions shall be checked using the information provided on the sheet entitled “Buoy Positioning Data”. If and when a buoy is observed to be carried out of position or its light out, the Contractor shall immediately report this by telex or telephone to the District Manager.

Specification ‘B’

Serviced Buoys

A “serviced buoy” is a buoy for which the Contractor:

- a) Checks position and operation
- b) Services the light and batteries
- c) Submits reports to the District Manager

A “service buoy” is not placed or maintained by the Contractor.

1. Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described and, where applicable, that the lights, bells, whistles, etc., are functioning.

Should any buoys be out of position or any buoy lights etc., not functioning, the contractor shall immediately report this by telex or telephone to the District Manager. The cost of restoring buoys to their proper position and/or operation at this time will be borne by the Department of Fisheries and Oceans.

If the Contractor fails to report any buoy lights not functioning properly within one week of this contract taking effect, he will be responsible for relighting them as part of his duties under this contract.

2. The Contractor shall inspect all buoys monthly or more often (especially following periods of bad weather, ice conditions, etc.) as required to determine that they are in their correct positions and that the lights etc., are functioning. Following each monthly inspection, the Contractor shall report to the District Manager using the

‘Contractor’s Inspection Report’ or the ‘Buoy Service Report’.

3. Buoy positions shall be checked using the information provided on the sheet entitled “buoy Positioning Data”.
4. The Contractor shall change batteries, bulbs, and such other components for which he has spares as necessary to keep the lights in operation.

The Contractor shall keep all lenses, lantern glasses, and reflectors in a clean condition.
5. If a light goes out, the Contractor shall immediately restore it to operation. If the Contractor is unable to restore the light to operation with the tools and spare parts on hand, he shall immediately notify the District Manager by telex or telephone of the outage and of the cause of the outage if it is known.
6. If a light goes out on a buoy and cannot be relighted the same day the outage is discovered, due to sea or weather conditions, the Contractor shall immediately notify the District Manager by telex or telephone of the outage. He shall again notify the District Manager when he has relighted the light.
7. If a buoy moves out of position, the Contractor shall immediately notify the District Manager by telex or telephone of its approximate position and any other pertinent details.

Specification ‘C’

Maintained Buoys

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

- a) Checks the position and operation
- b) Services the light and batteries (if so equipped)
- c) Places on station and repositions as required
- d) Carries out maintenance and painting
- e) Submits reports to the District Manager.

1. Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that he lights, bells, whistles, etc., are functioning.

Should any buoys be out of position or any buoy lights, etc., not functioning, the Contractor shall immediately report this by telex or telephone to the District Manager. The cost of restoring buoys to their proper position and/or operation at this time will be borne by the Department of Fisheries and Oceans.

If the Contractor fails to make his report of nay buoys out of position or not functioning properly within one week after this contract takes effects, he will be responsible for returning them to proper position and/or operation, in accordance with his duties under the contract.

2. The contractor shall inspect all buoys monthly or more often (especially following periods of bad weather, ice conditions, etc.) as required to determine that they are in their correct positions and that the lights, etc., are functioning. Following each monthly inspection, the "Contractor's Inspection Report" or the "Buoy Service Report".
3. Buoy positions shall be checked using the information provided on the 'Buoy Positioning Data" sheet.
4. The Contractor shall change batteries, bulbs, and such other components for which he has spares as necessary to maintain the lights in operation.

The Contractor shall keep all lenses, lantern glasses, and reflectors in a clean condition.
5. If a light goes out, the contractor shall immediately restore it to operation. If the Contractor is unable to restore the light to operation with the tools and spare parts on hand, he shall immediately notify the District Manager by telex or telephone of the outage and of the cause of the outage if it is known.
6. If a light goes out on a buoy and cannot be relighted the same day the outage is discovered, due to sea or weather conditions, the Contractor shall immediately notify the District Manager by telex or telephone of the outage. He shall again notify the

District Manager when he has relighted the light.

7. At the end of the navigation season or as directed by the District Manager the Contractor shall lift these buoys complete with their moorings and deliver them to a suitable storage area. At the beginning of the next navigation season, he shall replace these buoys in their proper position, The Contractor shall immediately notify the District Manager when these buoys are lifted at the end of the season and when they are replaced at the beginning of the next season.
8. The Contractor shall, each year, clean, scrape, paint and otherwise place all buoys in order before replacing them in position at the beginning of the navigation season.
9. Painting and maintenance of buoys shall be done in accordance with the accompanying "Maintenance Specifications".
10. The Contractor shall, as part of this Contract, lift, tow, land, dock, and replace in proper positions such buoys that require repairs, renewal or re-positioning, during the navigation season as often as is necessary. If any buoy and/or its mooring is lost and not recoverable by the Contractor, he shall immediately notify the District Manager by telex or telephone.
11. If a buoy is out of position and cannot be repositioned within 24 hours due to sea or weather conditions, the Contractor shall immediately notify the District Manager by telex or telephone of the approximate position of the buoy. He shall again notify the District Manager when he has repositioned the buoy.
12. The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor.
 - a) Cleaning, scraping, and painting
 - b) Repair of worn or broken moorings
 - c) Retightening or replacement of loose or missing fasteners
 - d) Replacement of leaking or deteriorated seals

This is not intended as a complete list of the Contractor's duties but is intended merely to illustrate the types of repair and maintenance which the Contractor is expected to perform.

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13. The Contractor shall bring to the attention of the District Manager any buoy repairs which the Contractor considers necessary but that he does not consider normal under this contract and that have not been caused through neglect of the Contractor. The Contractor shall also report whether such repairs can be done locally and an estimate of their cost. The district Manager shall decide whether such work is outside of the scope this contract.
14. If the Contractor is required to carry out extra work which is outside the scope of this contract, he will be paid extra for such work. The amount extra payment will be based on the work involved and will be as agreed upon by the Contractor and the District Manager.
15. CAUTION: Because there have been instances where explosive gases have been present inside the flotation chambers of buoys, the Contractor shall not do any welding or torch cutting on any buoy without special permission and instructions from the District Manager.

WORK SPECIFICATIONS FOR FIXED AIDS

INTRODUCTION

The following work specifications which describe the responsibilities of the Contractor and the Minister form part of this legal agreement between these parties. The Contractor should not hesitate to contact the District Manager for clarification of any part of these specifications at any time during the term of this contract.

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1. Immediately upon this Contract coming into effect, the Contractor shall inspect each of the fixed aids covered by this contract and shall submit a written report on each to the District Manager on the form "Contractor's Inspection Report".

If any lights are found to be out or structures to be in need of repairs, this shall be reported immediately, by telephone or telex to the District Manager. The cost of restoring these lights to operation and/or repairing these structures at this time will be borne by Her Majesty.

If the Contractor fails to report such light outages and/or structure defects within one week of the beginning of this contract, he shall restore the lights to operation and/or repair the structures as part of his duties under this Contract.

2. The Contractor shall inspect each of the fixed aids covered by the contract monthly or more often as required to determine that the light is functioning properly and that the characteristics displayed agree with those described in the Schedule of Rates.

Following each monthly inspection, the Contractor shall report to the District Manager using the form "Contractor's Inspection Report".

3. The Contractor shall keep each fixed aid and its surroundings in a clean and orderly condition and he shall keep all lenses, lantern glasses and reflectors in a clean condition.
4. The Contractor shall change batteries, bulbs, fuses and such other components for which he has spares as and when required to maintain the lights in operation.

5. In the event of a light outage, the Contractor shall immediately restore it to operation. If the Contractor is unable to restore the light to operation with the tools and spares on hand, he shall immediately notify the District Manager, by telex or telephone, of the outage and of the cause of the outage, if it is known.
6. In the event of an outage of a light which is temporarily inaccessible due to sea or weather conditions, the Contractor shall immediately notify the District Manager, by telex or telephone, of the outage. He shall again notify the District Manager when he has repaired the light.
7. The Contractor shall paint the towers at the times shown on the Schedule of Rates. Her Majesty shall supply the necessary paint.
8. Painting and maintenance of towers shall be done in accordance with the accompanying "Maintenance Specifications" and in the colour scheme shown on the "Schedule of Rates".
9. The following types of work are fair and reasonable indications of the maintenance and repairs which are to be carried out by the Contractor in addition to his light-tending duties and which are considered as normal under this contract:
 - a) Scraping and painting
 - b) Replacement of loose boards
 - c) Re-driving of loose nails
 - d) Re-tightening or replacement missing fasteners
 - e) Repair of doors, hinges, etc.
 - f) Repair of miscellaneous minor damage due to weather or vandalism.

This is not intended as a complete list of the Contractor's duties, but is intended merely to illustrate the types of repair and maintenance work which the Contractor is expected to perform.

10. The Contractor shall keep the aid site in a clean and orderly condition and shall cut trees and other vegetation as required to ensure that the aid is not obscured from seaward. The Contractor shall ensure that such cutting is property owned or leased by Her Majesty for the operation of the aid.
11. The Contractor shall report to the District Manager any repair work which he considers to be outside of this contract. Such reports shall include an estimate of the cost of the repair

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and an indication of whether the necessary labour and materials are available locally. The District Manager shall decide whether such work is outside the scope of this contract.

12. If the Contractor is required to carry out extra work which is outside the scope of this contract, he will be paid extra for such work. The amount of extra payment will be based on the work involved and will be as agreed upon by the Contractor and the district Manager.

WORK SPECIFICATIONS FOR FOG SIGNALS

INTRODUCTION

The following work specifications which describe the responsibilities of the Contractor and the Minister form part of a legal agreement between these parties. The Contractor should not hesitate to contact the District Manager for clarification of any part of these specifications at any time during the term of the Contract.

1. Immediately upon this contract coming into effect, the Contractor shall inspect the fog signal apparatus and shall submit a written report on it to the District Manager using the form "Contractor's Inspection Report".

If the fog signal is found to be not operating properly, the Contractor shall report this immediately by telephone or telex to the District Manager.

2. The Contractor shall make a close inspection of the fog signal apparatus and its supporting tower monthly and shall report on its condition using the form "Contractor's Inspection Report".
3. During the navigation season, the Contractor shall be responsible to turn on the fog signal whenever weather conditions are such as to cause the land to be indistinct by day or the lights at night and to keep it operating until the weather clears.

Also, if there is any reason to believe that thick weather prevails within the range covered by the fog signal, the Contractor shall operate the fog signal even if the weather is clear at the station.

4. If the fog signal has not been in operation for a week, the Contractor shall turn it on for a period of 5 minutes to make certain it is operating satisfactorily. Any malfunction shall be reported to the District Manager.

5. On Cunningham Horns, the Contractor shall keep the oil bottle reservoir filled with light oil at all times.
6. The Contractor shall change fuses as necessary and shall, at all times, keep spare fuses on hand.
7. If the fog signal fails to operate when it is turned on, the Contractor shall attempt to determine the cause of the failure and to return the fog signal to operation. If the Contractor is unable to restore the fog signal to operation, he shall immediately notify the District Manager of the failure and its cause if it is known.
8. The Contractor shall keep the fog signal, tower and/or building and surroundings in a clean and orderly condition.
9. The Contractor shall paint the fog signal box tower and/or building at the times shown in the Schedule of Rates. The necessary paint shall be supplied by Her Majesty.
10. Painting and maintenance of the tower shall be done in accordance with the accompanying "Maintenance Specifications" and in the colour scheme in the 'Schedule of Rates'.
11. The following types of work are fair and reasonable indications of the preventative maintenance and repairs which are to be carried out by the Contractor as part of his duties:
 - a) Scraping and Painting
 - b) Replacing or retightening screws and bolts
 - c) Repairing loose or broken hinges
 - d) Repairing of worn or broken wiring

This is not intended as a complete list of the Contractor's duties but is intended to illustrate the types of repair and maintenance work which the Contractor is expected to perform.

12. The Contractor shall report to the District Manager any repair work which he considers to be outside of this contract. Such reports shall include an estimate of the cost of the repair and an indication of whether the necessary labour and materials are available locally. The District Manager shall decide whether such work is outside the scope of this contract.

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13. If the Contractor is required to carry out extra work which is outside of the scope of this contract, he will be paid extra for such work. The amount of the extra payment will be based on the work involved and will be as agreed upon by the Contractor and the District Manager.

MAINTENANCE SPECIFICATIONS

The “Maintenance Specifications” is a six page Unofficial Document that sets forth the painting and other maintenance which the contractor is required to perform.

The “Maintenance Specifications” document is presented in Appendix 4. It should be photocopied for tender or contract purposes as required.

Type of Document	: Unofficial Document
Change Status	: May be Changed and Should be Supplemented
Blank Areas to be Completed	: No
Used as Part of	: Tender and Contract Package

Tender Package

This document is used in the Tender Package. It should accurately and completely describe the maintenance work the contractor is expected to perform. The specifications shown are the minimum required and should be revised and supplemented as necessary to completely describe the maintenance work which the contractor is expected to perform.

Contract Package

The same document used in the Tender Package shall be used in the Contract Package.

MAINTENANCE SPECIFICATIONS

1. GENERAL

- 1.1** All paint will be supplied by the Department.
- 1.2** The Contractor shall provide all other materials, labour, tools and equipment required.
- 1.3** All painting materials shall be applied in strict accordance with the manufacturer's instructions.
- 1.4** If the Contractor feels that the structures under his contract do not belong to any of the following groups, he shall contract the District Manager for maintenance instructions.

2. CLOSED WOODEN TOWERS

- 2.1** Every two years, the Contractor shall scrape and/or wire brush the entire exterior surface to remove dirt, loose paint, etc., prime paint any areas of bare wood and finish paint the entire exterior surface with one coat of the paint supplied for this purpose.
- 2.2** Wood surfaces must be in a dry condition before painting. One week of clear, warm weather shall be allowed before painting if wood is green or wet.

If the interior of the tower is wet, the Contractor shall leave the door of the tower open as much as possible during clear, warm weather immediately prior to and during painting to dry out the interior wood.
- 2.3** Following scraping and before painting, the Contractor shall redrive loose nails and fill all cracks and nails holes with putty or caulking compound.
- 2.4** When repairs are necessary, extremely resinous wood or wood contaminated with oil or grease shall not be used. Knots, pitch streaks and all resinous surfaces shall be sealed with knot sealer or aluminum. Cracks and nail holes shall be filled with putty and then one coat of primer and two finish coats shall be applied to the entire surface of the new wood.

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- 2.5** During each monthly inspection the Contractor shall closely examine the inside of the tower for signs of water penetration from the outside and/or moisture condensation on the inside.
- 2.6** If there is leakage from the outside, the Contractor shall caulk the tower joints to stop such leakage.
- 2.7** Following the repair action in 2.6 or if it is determined that the wet condition inside the tower is due to moisture condensation, the Contractor shall check all ventilation openings to ensure that they permit a free movement of air through the tower.
- 2.8** If, during regular inspections or during scraping and painting, any deterioration of the tower (loose boards, rotting wood, etc.) is detected, the contractor shall carry out the necessary repairs as called for in the Work Specifications.
- 2.9** If such towers are sheathed on the outside with galvanized steel, painting of the outside shall be done as described for "Galvanized Steel Towers".

3. OPEN WOOD STRUCTURES AND SKELETON TOWERS

- 3.1** Every two years, the entire structure shall be scraped and/or wire brushed to remove loose paint. Any areas of bare wood shall be prime painted and then the entire structure shall be finish painted with one coat of the paint provided for this purpose.
- 3.2** During the preparation of the wood for painting, the tower shall be closely examined for loose connections, rotted wood, rusted fasteners, etc., and before proceeding with painting the Contractor shall repair such defects if, in his opinion, they may affect the performance or appearance of the tower before the next painting is due.

Special attention shall be paid to steel anchors embedded in concrete bases, to the connection of these anchors to the wood members and to any wood which is in contact with the concrete bases.

- 3.3** Wood surfaces must be in a dry condition before painting. One week of clear, warm weather shall be allowed before painting if wood is green or wet.

- 3.4** When repairs are necessary, extremely resinous wood or wood contaminated with oil or grease shall not be used. Knots, pitch streaks and all resinous surfaces shall be sealed with knot sealer or aluminum paint. Cracks and nail holes shall be filled with putty or caulking compound and one coat of primer and two finish coats shall be applied to the entire surface of the new wood.

4. PAINTED STEEL SKELETON TOWERS AND PAINTED STEEL BUOYS

- 4.1** Every year, the Contractor shall scrape and/or wire brush all surfaces to remove rust, scale marine growth and loose paint, prime paint any areas of bare steel with iron oxide primer and finish paint all surfaces with two coats of the paint provided for this purpose.
- 4.2** If, in the interval between regular paintings, the paint finish on the tower or buoy is damaged in any way which would permit the formation of rust, such damaged areas are to be scraped or wire brushed, prime painted and finish painted immediately upon discovery.
- 4.3** Heavy layers of rust shall be removed by chipping with a hammer. Under no circumstances shall paint be applied over loose rust.

5. GALVANIZED STEEL TOWERS

- 5.1** If such towers are painted, they shall, every two years, be wire brushed to remove loose paint. Any area of bare metal or rust shall be prime painted with one coat of red lead primer and then the entire tower shall be finish painted with one coat of the paint provided for this purpose.
- 5.2** If such towers are unpainted, they shall be examined regularly for corrosion. If rusting is observed, the area affected shall be thoroughly cleaned with a wire brush, prime painted and finish painted in a colour as close as possible to that of the rest of the tower.

6. ALUMINUM TOWERS

- 6.1** If such towers are painted, they shall, every two years, be wire brushed to remove loose paint. Any areas of bare metal shall be prime painted with one coat of zinc chromate primer and then the entire tower shall be finish painted with one coat of the paint provided for this purpose.
- 6.2** If such towers are unpainted, they shall be examined regularly for severe corrosion. Such corrosion may occur on towers in locations of severe exposure to salt water and around fasteners (anchor bolts, etc.) which are in contact with the aluminum, but which are themselves not aluminum.
- 6.3** If severe corrosion, as described in (b) is noticed, it shall be reported in writing to the District Manager.
- 6.4** If the Contractor is so instructed, he shall paint previously unpainted aluminum as follows:
1. One coat of vinyl pretreatment.
 2. One coat of zinc chromate primer.
 3. Two coats of finish paint.

7. CONCRETE STRUCTURES

Concrete structures shall be repaired and maintained in accordance with the following:

- 7.1** Begin the repair of deteriorated concrete by removing loose material with hand tools. Cut the edge of areas to be repaired sharply and cleanly with a chisel to form a steep-sided rim to hold the new concrete work. Remove old paint, dirt and grit from cracks and broken surfaces. Roughen surface to be repaired with a wire brush. Wash away dust and soak surface to be repaired with clean fresh water.
- 7.2** For larger repairs, wooden forms may be required to hold wet concrete mortar in place until set. Wooden forms should be wetted down before placing concrete mortar.
- 7.3** Mix a stiff grout of 1 part normal portland cement and 1 part of sand, to act as a bonding layer between the old concrete and the new concrete mortar. Allow to stand 15 minutes.

- 7.4** While waiting for the grout mix to stand, mix a stiff concrete mortar of 1 part cement to 2 parts sand by volume and allow to stand.
- 7.5** After the grout mix has stood 15 minutes, apply a 15 millimetre layer over the old concrete or trowel into cracks. Then place the mortar mix and shape to original surface using forms if required.
- 7.6** The Contractor may use commercial fast-setting, non-shrink patching grouts, bonding agents and mortars provided the application is suitable and manufacturer's directions are followed.
- 7.7** Before the final set takes place, final touch-up finishing should be done to create a surface texture similar to the old concrete. Following finish patching the repaired work should be cured under damp burlap.
- 7.8** Before painting, surfaces shall be scraped and/or wire brushed to remove old loose paint and dirt. Defective areas shall be repaired and allowed to dry. Hairline cracks that can be bridged by the paint system need not be repaired.
- 7.9** Very smooth surfaces shall be roughened by using an abrasive stone, rinsed and allowed to dry.
- 7.10** Oil and grease shall be wiped with a dry cloth, emulsified with a detergent solution, rinsed, and allowed to dry.
- 7.11** On previously unpainted masonry surfaces, in hot dry atmospheric conditions, it may be advantageous to wet the surface before painting.
- 7.12** If previously painted surfaces are chalking or powdering, they must first be wire brushed and then treated with CGSB 1-GP-102 sealer.
- 7.13** Paint may be applied on damp surfaces but not on wet surfaces or in wet weather. Also, do not paint in cold or foul weather.
- 7.14** For more information on surface preparation, refer to CGSB 85-GP-31M, Standard for: Painting Stucco, Masonry and Brick Surfaces.

7.15 Paint used shall conform to CGSB 1-GP-138M Standard for: Paint, Exterior Latex Type, Flat.

7.16 A spreading rate on rough concrete of 5 square meters per litre of paint can be expected.

7.17 Two coats of paint shall be applied, the first coat allowed to dry at least two hours before the second coat is applied.

SCHEDULE OF RATES

The “Schedule of Rates” comprise two Official Documents that set forth the specific equipment to be maintained, and the annual rate for maintaining each piece of equipment. The two documents are:

- Schedule of Rates for Buoys (one page or more as required); and
- Schedule of Rates for Fixed Aids (one page or more as required).

The documents listed above are presented in Appendix 5a and 5b respectively. They should be photocopied for tender or contract purposes as required.

Type of documents	: Official Documents
Change Status	: Must Not be Changed
Blank Areas to be Completed	: Yes, by Tenderer and Coast Guard
Used as Part of	: Tender and Contract Package

Tender Package

The appropriate documents, sent in duplicate, are used in the Tender Package. The Coast Guard just complete all of the information specified for each aid.

The tenderer must fill in the annual unit cost for buoys, and fill in the annual unit cost and painting cost for fixed aids. The tenderer keeps one copy and returns the other to the Coast Guard.

In the case of multi-year contracts for which it is desirable to have the rates quoted for each year, the tenderer shall be invited to submit a separate schedule of rates for each year of the contract term.

Contract Package

The same documents used in the Tender Package shall be used in the Contract Package. Once the contract has been awarded, and if aids are added or deleted from the contract, a revised schedule of rates shall be prepared and sent to the contractor, in duplicate. He shall then sign both copies, retain one for his records and return the other to the contract administrator.

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SCHEDULE OF RATES FOR BUOYS

The following is a list of the buoys that are covered by this Contract. (The Annual Unit Cost Column is to be completed by the Contractor as part of his tender for the maintenance of these buoys).

NAME, NO. ETC. OF BUOY	POSITION	TYPE OF BUOY	WEIGHT			PAINT COLOUR SCHEME	PAINT WORK SPECIFICATION	ANNUAL UNIT COST
			BUOY	MOORING	ANCHOR			
Harbour Grace Outer Conical	Lat. 47 41 43N Long. 53 12 21W	4' Conical	600 Lbs.	165 Lbs.	1500 Lb. Concrete	Red	A	
Harbour Grace Inner Conical C-8	Lat. 47 41 30.5N Long. 53 12 41W	4' Conical	165 Lbs.	165 Lbs.	1500 Lbs. Concrete	Red	A	
Harbour Grace Light buoy C-3	Lat. 4741 38W Long. 53 12 15W	4'6" Electric	3500 Lbs.	250 Lbs.	2500 Lbs. Serrated	Black	A	

SCHEDULE OF RATES FOR FIXED AIDS

The following is a list of the shore aids that are covered by this contract. (The Annual Unit Cost and painting Cost Columns are to be completed by the Contractor as part of this tender for the maintenance of these aids).

NAME, NO., ETC. OF AID	LOCATION	TYPE OF EQUIPMENT	CHARACTERISTIC S OF LIGHT	PAINT COLOUR SCHEME	PAINTING SCHEDULE	PAINTING COST (PER TIME)	ANNUAL UNIT COST
Carbonear Island	N.E. end of Island	Battery operated	Fl. ½ sec. eclipse 5½ sec.	White	1982, 1984		
Carbonear wharf	On outer end of public wharf	Commercial power	Fixed	Red	Yearly		
Harbour Grace Islands	Lat. 47° 42' 42.5"N Long. 53° 08' 34"W	Battery operated	Fl. ½ sec. Eclipse 3½ sec.	White	1982, 1984		
Harbour Grace	On point of beach	Commercial power	Fixed	White	1982, 1984		
Ship Head	W. of harbour Grace	Commercial power	Fixed	White	1982, 1984		

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INSTRUCTIONS TO TENDERERS

1. All tenders close at noon (12:00 p.m.) local time, on the date specified, at the office stipulated for the filing of tenders in the Department of Fisheries and Oceans Invitation to Tender. Tenders received after this time will not be considered. Tenderers are therefore advised to mail tenders in sufficient time to ensure their arrival before closing time.
2. When submitting a tender, the following documents shall be completed as instructed, signed and returned in the self-addressed envelope provided:

Articles of Agreement: The tenderer shall complete sections 1 and 7.2 of the Articles of Agreement and shall sign the signature page with a witness. This form is to be completed in duplicate.

Contractors Declaration: This form shall be completed and duly signed. All other explanatory notes or information shall be on separate sheets and attached to the tender documents.

Schedule of Rates: The annual maintenance cost which you are bidding for each unit shall be inserted in the appropriate column.

This form is to be completed and signed in duplicate.

3. The submission of a bid shall be considered prima facie evidence that the bidder has made an investigation as to the conditions to be encountered in performing the work and the requirements of the specifications, special provisions and contract.
4. The lowest or any tender will not necessarily be accepted.
5. When the contract is awarded, the successful tenderer must be prepared to assume responsibility on the date shown in section 5 of the Articles of Agreement for the operation and maintenance of all aids to navigation as listed in the Schedule of Rates which is attached to and forms part of the contract.

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6. Enquiries concerning the call for tenders must be directed to:

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INSTRUCTIONS TO TENDERERS

The “Instructions to Tenderers” is a two page Official Document that provides general information to tenderers and instructions on certain documents that should be completed.

The document “Instructions to Tenderers” is presented in Appendix 6. It should be photocopied for tender or contract purposes as required.

Type of document	: Official Document
Change Status	: Must not be changed, but may be supplemented
Blank areas to be completed	: Yes, by Coast Guard
Used as part of	: Tender Package

Tender Package

This document is used in the Tender Package. The document shall not be changed but may be supplemented. The Coast Guard shall fill in Section 6, regarding to whom enquiries may be made.

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DEPARTMENT OF FISHERIES AND OCEANS
MINISTÈRE DES PÊCHES ET OCÉANS

CONTRACTOR'S DECLARATION
DÉCLARATION DE L'ENTREPRENEUR

Equipment	Do you own a motor vehicle?		Car - Voiture		Truck - Camion	
	Possédez-vous un véhicule à moteur?					
Matériel	Do you a motor boat?		Length - Longueur		Width - Largeur	
	Possédez-vous un bateau à moteur?					
	Is boat equipped to handle and lift buoy?		yes	”	no	”
	Le bateau est-il muni d'engins permettant de manutentionner et de lever les bouées?		oui		non	
	Can you provide	Ladders?	yes	”	no	”
		Des échelles?	oui		non	
Painting stages		yes	”	no	”	
	Des échaffaudages de peinture	oui		non		
Pouvez-vous fournir	Blocks & tacks?	yes	”	no	”	
	Des palans?	oui		non		
Bosums' chains?		yes	”	no	”	
	Des chaines de Gabier?	oui		non		
Do you have equipment for painting?		yes	”	no	”	
Avez-vous le matériel de peinture?		oui		non		
Experience	Do you have electrical experience?		yes	”	no	”
	Avez-vous de l'expérience en électricité?		oui		non	
	If yes state number of years		Si oui, combien d'années			
Expérience	Do you have painting experience?		yes	”	no	”
	Avez-vous de l'expérience en peinture?		oui		non	
	Do you have mechanical experience?		yes	”	no	”
Avez-vous de l'expérience en mécanique?		oui		non		
	Are you able to climb, work and paint towers to 60' in height?		yes	”	no	”
	Êtes-vous capable de grimper et de travailler dans des tours de 60 pieds de hauteur et de peindre?		oui		non	
Ability	Have you done work similar to that required by the contract?		yes	”	no	”
	Avez-vous déjà exécuté des travaux semblables à ceux décrits dans le présent contrat?		oui		non	
Habilité	If "yes", specify - Si "oui", mentionnez-les					

CONTRACTOR'S DECLARATION

The "Contractor's Declaration" is a one page Official Form to be filled in by the tenderer, supplying some basic information on the contractor's experience and abilities.

The 'Contractor's Declaration' form is presented in Appendix 7. It should be photocopied for tender or contract purposes as required.

Type of Document : Official form
Change Status : Must Not be changed
Blank Areas to be Completed : Yes, by Contractor
Used as Part of : Tender Package

TENDER PACKAGE

This document is used in the Tender Package. The document shall not be changed. The contractor shall fill in the requisite blank areas and sign the form.

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CONTRACTORS INSPECTION REPORT

The “Contractor’s Inspection Report” is a one page Unofficial Document to be filled in by the contractor, to report to the Coast Guard, findings of his/her monthly checks of aids equipment.

The “Contractor’s Inspection Report” document is presented in Appendix 8. It should be photocopied for tender or contract purposes as required.

Type of Document : Unofficial Document
Change Status : May be changed
Blank Areas to be completed : Yes, by Contractor
Used as Part of : Contract Package

Contract Package

This document is used in the Contract Package. The document may be changes or supplemented as required. The contractor shall fill in the requisite blank areas and sign the form. Clause 6.2 of the “General Conditions” requires the “Contractor’s Inspection Report” to be submitted as a prerequisite to payment being made to the contractor. The “Buoy Service Report” may be used instead of the “Contractor’s Inspection Report” if buoys are maintained.

CONTRACTOR'S INSPECTION REPORT

(Complete 2 copies, send one to District Manager, duplicate retained by Contractor)

To: _____

Date of Inspection _____

Contract No. _____

I hereby certify that I have, on this date, inspected the following aids to navigation under the terms of this contract and that I have performed the following work as required:

Aids Inspected: _____

Work Performed: _____

Shore Aids

Buoys

Checked light equipment ()

Checked batteries ()

Checked lamps ()

Checked fuses ()

Cleaned lenses ()

Cleaned reflectors ()

Cleaned glass ()

Painted tower ()

Checked positions ()

Checked light equipment ()

Checked batteries ()

Checked lamps ()

Checked moorings ()

Remarks:

Signed: _____
Contractor

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TECHNICAL DATA

The “Technical Data” comprises one Unofficial Document and one Official Form that give the technical data about each aid to be maintained. The two documents are:

- Fixed Aids Technical Data (one page Unofficial Document); and
- Buoy Data Card (one page Official Form).

The documents listed above are presented in Appendix 9a and 9b respectively. They should be photocopied for tender or contract purposes as required.

Fixed Aids Document

Type of Document : Unofficial Document
Change Status : May be Changed
Blank areas to be completed : Yes, by Coast Guard
Used as part of : Contract Package

Buoy Document

Type of Document : Official form
Change Status : May not be changed
Blank areas to be completed : Yes, by Coast Guard
Used as part of : Contract Package

Contract Package

The above documents shall be used in the Contract Package, plus any other information that would be useful to the contractor, shall be supplied.

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FIXED AIDS

TECHNICAL DATA

The following is the pertinent technical data for:

NAME OF AID

NUMBER OF AID (IF APPLICABLE):

Lantern type, size colour: _____

Light Source - Voltage, amperage: _____

Light flash characteristics: _____

Power Source: _____

Batteries - number, type: _____

Sun switch: () Yes () No _____

Description of Structure: _____

Colour of Structure: _____

Other information or instructions: _____

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BUOY TECHNICAL DATA

The following is the pertinent technical data for:

Name of Buoy: _____ **Date:** _____

Number of Buoy: _____

Buoy no. - N° de la bouée	Department of Transport BUOY DATA CARD		Ministère des Transport FICHE DE DONNÉES DE BOUÉE		File no. - N° de dossier
General location - Emplacement approximatif	Chart no. - N° de la carte	Lat. (N)	Long.(W)		
Established - Établissement		Last major change - Dernier changement important			
Date /M NO N° A/N		Date Nature N/M NO. No A/N			
Depth (Chart datum) Profondeur (Profondeur (zéro des cartes)	Tide range - Amplitude de la marée	Type bottom - Nature du fond	On-position radius - Rayon d'évitage		
Mooring length Longueur de l'Orin	Mooring type and size - Type et grosseur de l'Orin				
Counterweight - Contrepoids	Swivels - Émirillons	Shackles - Manilles	Anchor - Corps mort Type Type Grosseur		
Batteries (Type / No - N°)	Lantern - Lanterne Size Grosseur	Bulb - Ampoule	Lens - Lentille Colour Couleur	Characteristic - Caractère	
Radar reflector - Réflecteur radat Size Type Grosseur	Racon Type Code		Topmark - Voyant		
Fixing data - Données de mise à poste					
Remarks Remarques					
Card completed by - Fiche remplie par Date			Card approved by - Fiche approuvée par Date		
Name - Nom	Colour - Couleur Type	L of L No.- N° du LF	Buoy No. - N° de la bouée		

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BUOY POSITIONING DATA

The “Buoy Positioning Data” is a one page “Unofficial Document” containing sufficient data to enable the contractor to position or check the position of the buoy.

The “Buoy Positioning Data” document is presented in Appendix 10. It should be photocopied for tender or contract purposes as required.

Type of document	: Unofficial Document
Change Status	: May be Changed or Supplemented
Blank Areas to be completed	: Yes, by Coast Guard
Used as part of	: Contract Package

Note

The “Buoy_Positioning Data” document may be replaced by the “Buoy Data Card” if the latter contains sufficient positioning data. Also, in some cases, the data may be the same as on the “Buoy Data Card” document, but may be expanded upon further, for the contractor’s benefit.

Contract Package

This document is used in the Contract Package. The document may be changed or supplemented as required. The document shall be prepared for each buoy to be covered by the contract. The document shall contain sufficient detail for the contractor to use, in placing the buoy and checking its position.

In the case of a buoy in waters that are uncharted or inadequately charted, the positioning data will either be a description or illustration of the local knowledge used to position the buoy. If it is impossible to define a buoy position because the channel shifts, or because local knowledge must be used to determine the best location, the words “as required to mark the most favourable navigable channel” shall appear on the “Buoy Positioning Data”.

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INVITATION TO TENDER

The “Invitation to Tender” is a one page Official Document to be used in advertising the tender in newspapers and other publications.

The “Invitation to Tender” form is presented in Appendix 11. It should be photocopied for tender or contract purposes as required.

Type of Document	: Official Document
Change Status	: Must Not be changed
Blank Areas to be Completed	: Yes, by Coast Guard
Used as Part of	: Advertising the Tender

Tender Package

This document is used in advertising the tender. The document shall not be changed, but the Coast Guard shall fill in the requisite blank areas, and place the document in the appropriate newspapers and other publications.

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Canadian Garde côtière
Coast Guardcanadienne

INVITATION TO TENDER

SEALED TENDERS for the service(s) listed below, addressed to the _____ and endorsed with the Project Name and Number, will be received until _____ on the specified closing date. Tender documents can be obtained through the

SERVICE (S)

INSTRUCTIONS

To be considered each tender must be submitted on the forms supplied by the Department

The lowest or any tender not necessarily accepted

Canada

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INVITATION TO TENDER LETTER

The “Invitation to Tender Letter” is a one page Official Document to be sent to prospective contractors advertising the proposed contract.

The “Invitation to Tender Letter” document is presented in Appendix 12. It should be photocopied for tender or contract purposes as required.

Type of document	: Official Document
Change Status	: Must Not be Changed
Blank Areas to be Completed	: Yes, by Coast Guard
Used as Part of	: Advertising the Tender

Tender Package

This document is used in advertising the tender. The document shall not be changed, but the Coast Guard shall fill in the requisite blank areas, and send to prospective contractors.

“INVITATION TO TENDER LETTER”

Gentlemen/Dear Mr. _____:

SEALED TENDERS, addressed to the undersigned and marked will be received up to for the said work in accordance with form of tender and all attachments thereto.

Tenders must be made on the Tender Form supplied, and must be submitted in the pre-addressed return tender envelope accompanying the aforementioned documents, and must be received not later than the due time stipulated above. Any tender received after that time will be considered late and will be returned unopened to the sender.

Any tender submitted by telegram will not be considered.

The Department does not bind itself to accept the lowest or any tender.

Yours truly,

TENDER ADVERTISEMENT

The “Tender Advertisement” (headed Tenders) is a one page Official form to be posted at the local post office or other appropriate gathering place to advertise the proposed contract.

The “Tender Advertisement” form is presented in Appendix 13. It should be photocopied for tender or contract purposes as required.

Type of Document : Official form
Change Status : Must Not be Changed
Blank Areas to be Completed : Yes, by Coast Guard
Used as Part of : Advertising the Tender

Tender Package

This document is used in advertising the tender, by posting in appropriate gathering places. The document shall not be changed, but the Coast Guard shall fill in the requisite blank areas.

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TENDERS

TENDERS addressed to the undersigned endorsed “Tender for Servicing Marine Aids to Navigation, _____” will be received

UP to Noon of _____Next

General Description

Printed forms of tender containing a specificalton of the work may be obtained from the _____

Date _____

Department of Ficheries and Oceans

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EXTENSION OF TIME FOR TENDERS

The “Extension of Time for Tenders” is a one page Official Document to be placed in newspapers, or posted at the local post office or other appropriate gathering place, to extend the due date of the tender.

The “Extension of Time for Tenders” document is presented in Appendix 14. It should be photocopied for tender or contract purposes as required.

Type of Document	: Official Document
Change Status	: Must Not be Changed
Blank Areas to be Completed	: Yes, by Coast Guard
Used as Part of	: Advertising the Tender

Tender Package

This document is used to extend the due date of the tender, through its placement in newspapers or its posting in appropriate gathering places. The document shall not be changed, but the Coast Guard shall fill in the requisite blank areas.

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Fisheries
and Oceans

Pêches
et Océans

EXTENSION OF TIME FOR TENDERS

NOTICE is hereby given that the time for the
reception of tenders previously due_____ is
extended to _____

Canada

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TENDER DOCUMENT AMENDMENT

The “Tender Document Amendment” (headed Amendment No. 1 to Tender Documents) is a one page Official Document used to amend the tender documents if required.

The “Tender Document Amendment” document is presented in Appendix 15. It should be photocopied for tender or contract purposes as required.

Type of Document	: Official Document
Change Status	: Must Not be Changed
Blank Areas to be Completed	: Yes, by Coast Guard
Used as Part of	: Amending the Tender

Tender Package

This document is used to amend the tender documents. The document shall be forwarded to anyone who has received the original Tender Package.

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AMENDMENT NO. 1 TO TENDER DOCUMENTS

PROJECT: _____ FILE NO: _____

DATE: _____

TO ALL TENDERERS:

THE PURPOSE OF THIS AMENDMENT IS TO GIVE EFFECT TO THE FOLLOWING:

I/WE hereby acknowledge receipt of this amendment and agree that this amendment forms part of my/our tender.

Witness to Signature:

Contractor: _____

Signed: _____

Date: _____

Title: _____

NOTE: This amendment **MUST** be completed where necessary and **MUST** be signed and returned with the tender, in order that the tender be considered.

SAMPLE OF CONTRACT TERMINATION

The “Sample of Contract Termination” is a one page Unofficial Document (letter sent to the contractor) used to cancel a contract.

The “Sample of Contract Termination” form is presented in Appendix 16. It should be photocopied for tender or contract purposes as required.

Type of Document : Unofficial Document
Change Status : May be Changed
Blank Areas to be Completed : Yes, by Coast Guard
Used as Part of : Canceling the Contract

This document is used to cancel a contract where there is mutual agreement between both parties. The document may be changed to suit the unique requirements of the situation. The Coast Guard shall fill in the requisite blank areas.

SAMPLE OF CONTRACT TERMINATION

Dear Sir,

Your letter dated _____, advising that you will be unable to care for the marine aids to navigation at _____ after the _____ is acknowledged.

In accordance with your request to be relieved of the obligations contracted for under a contract dated _____, between yourself and Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans, Marine Aids Service Contract No. _____ refers, please be advised that the same has been canceled effective _____, and you are hereby relieved of any and all obligations imposed under the said agreement.

In conclusion, may I express to you on behalf of the Minister of Fisheries and Oceans the satisfaction which we have had in dealing with you and for the services rendered by you to Her Majesty in right of Canada over the past _____ years.

Yours truly,

PCDOCS#48364