

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**1713 Bedford Row**

**Halifax, N.S./Halifax, (N.É.)**

## Halifax

## Nova Scotia

**B3J 1T3**

**Bid Fax: (902) 496-5016**

## Request For a Standing Offer Demande d'offre à commandes

## Regional Individual Standing Offer (RISO)

## Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> Marine Electrical Services	
<b>Solicitation No. - N° de l'invitation</b> MA021-190002/A	<b>Date</b> 2019-06-26
<b>Client Reference No. - N° de référence du client</b> MA021-19-0002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-203-5895
<b>File No. - N° de dossier</b> HAL-8-80118 (203)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-07-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacDonald (HAL), Isabelle	<b>Buyer Id - Id de l'acheteur</b> hal203
<b>Telephone No. - N° de téléphone</b> (902)403-9839 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 65 MEMORIAL DRIVE NORTH SYDNEY NOVA SCOTIA B2A 0B9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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MA021-190002/A  
Client Ref. No. - N° de réf. du client  
MA021-190002

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
HAL203  
CCC No./N° CCC - FMS No./N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

### 1.2 Summary

1.2.1 Marine Atlantic Inc. (MAI) is a federal Crown corporation reporting to the Government of Canada through the Minister of Transport. The Corporation provides a constitutionally mandated passenger and commercial marine transportation service between the Island of Newfoundland and the Province of Nova Scotia. Presently, Marine Atlantic has four vessels in its fleet. They reserve the right to add or delete vessels over the course of the Standing Offer.

- Leif Ericson
- Atlantic Vision
- Highlanders
- Blue Puttees

The purpose of this Request for Standing Offer is to have an Offeror enter an agreement with MAI to issue a Regional Individual Standing Offer (SO) to obtain electrical maintenance for power distribution systems, electrical machinery, and automation and control equipment onboard our fleet of Ferries. Offerors will be required to provide experienced journeymen electricians to provide electrical service

labour, parts, material and equipment necessary to update or repair electrical supply systems, electrical equipment, and associated machinery onboard MAI vessels at our Port aux Basques and North Sydney Terminal locations, in accordance with the Statement of Work provided in Appendix "A".

1.2.2 The requirement is not subject trade agreements.

### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:  
subsection 2. is deleted entirely and replaced with the following:

#### 2. epost Connect

PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.

- To submit an offer using epost Connect service, the Offeror must either:
  - send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.

- 
- c. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
  - d. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
  - e. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
  - f. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - g. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - h. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - i. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 2018-05-22](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

## 2.2 Submission of Offers

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016**

[TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

Bids/Offeres will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

## 2.3 Former Public Servant

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

### Definitions

For the purposes of this clause,

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

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

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

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

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



## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (one hard copy)  
Section II: Financial Offer (one hard copy)  
Section III: Certifications (one hard copy)  
Section IV: Additional Information (one hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.■

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) 2013-11-06, Exchange Rate Fluctuation,

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex F, Mandatory Criteria

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1**

SACC Manual Clause [M0220T](#) 2016-01-28, Evaluation of Price)

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

- **Insurance certificate (refer to Annex D)**
- **WCB Certificate**

### **5.2.3.2 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement.

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer resulting from the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

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## 7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

## 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 7.3.1 General Conditions

2005 2017-06-21 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C entitled "Usage Report ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of award for two years inclusive.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period plus a one year period under the same conditions and at the rates or

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prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority ten days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

### **7.5 Authorities**

#### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Isabelle MacDonald  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions  
Address: 1713 Bedford Row  
Halifax, NS  
B3J 3C9

Telephone: 902-403-9839  
Facsimile: 902-426-5016  
E-mail address: isabelle.macdonald@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User

#### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### **7.5.3 Offeror's Representative To be identified with the Offer**

### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Marine Atlantic Inc.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

## 7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) 2017-06-21, General Conditions - Standing Offers - Goods or Services



- d) the general conditions **2010C** 2018-06-21, General conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## **7.11 Certifications and Additional Information**

### **7.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.12.3 SACC Manual Clauses**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## **7.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## **7.13 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

## 7.2 Standard Clauses and Conditions

### 7.2.1 General Conditions

2010C 2018-06-21, General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

The period for making call-ups against the Standing Offer is from from \_\_\_\_\_ to \_\_\_\_\_ inclusive (*fill in end date of the period at SO award*).

## 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.5 Payment

### 7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ \_\_\_\_\_ *insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.5.2 Limitation of Price

SACC Manual clause C6000C 2017-08-17 Limitation of Price

### 7.5.5 Electronic Payment of Invoices – Call-up (to be confirmed prior to SO award)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must include details of labour, travel, accommodations, and expenses incurred, as well as costs subcontractors used per call-up. The invoices must also be accompanied by time slips signed off by the Marine Atlantic Technical Authority or authorized designate.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ to be confirmed prior to Standing Offer award
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.8 SACC Manual Clauses

### 7.8.1 SACC Manual Clause C4005C 2018-04-17 Travel and Living Expenses – National Joint Council

#### Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative

Solicitation No. - N° de l'invitation  
MA021-190002/A  
Client Ref. No. - N° de réf. du client  
MA021-190002

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
HAL203  
CCC No./N° CCC - FMS No./N° VME

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overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Marine Atlantic Technical Authority.

**\*Marine Atlantic Inc. will arrange for travel on all vessels if and when it is necessary. The Contractor will not pay for or bill Marine Atlantic for travel on their vessels\***

All payments are subject to government audit.

#### **7.8.2 SACC Manual clause [B1501C 2018-06-21](#) Electrical equipment**

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 Scope**

This section succinctly summarizes the entire SOW via the following sub-sections:

##### **1.1. Objective:**

The intent of this Statement of Work is for Contractor to provide technical services for the install and repair of Marine Electrical Systems. The service is to include the supply of all parts necessary to update, repair or modify systems fitted onboard various Marine Atlantic Vessels in the Atlantic Region.

Contractor must provide services of supplying labour, parts, material and equipment necessary to install, maintain, troubleshoot, renew and repair Marine Electrical Systems on various Marine Atlantic vessels in the Atlantic Region on an "urgent" and "as is and when requested" basis.

Contractor must be capable of providing the service requested within four (4) hours for urgent requirements and within twelve (12) hours for normal requirements, upon receipt of the call-up. Urgent can be described as protecting the vessel from danger related to taking on water, where services are required to keep and/or get systems up and running to prevent the vessel and/or crew from possible danger.

Marine Atlantic operates within the International Safety Management Code (ISM). Contractor is responsible to ensure that all work is carried out in accordance with the DNV/GL Classification Rules and Regulations, TC TP 127 Electrical Standards and Marine Atlantic Safety Manual.

Contractor must ensure for all work locations, where applicable penetrations and connections are required that they include in their scope of work the provision and installation of, based on regulatory requirements, sealed bulkhead penetrations or kick tubes, cabling, wire ways with fasteners for devices installed.

Contractor must use Class approved materials available for installations in areas that will result in connection of a dissimilar metal. Prior to work commencing, Contractor to provide a work plan including detailed list of materials to Marine Atlantic for approval. Final connection(s) must prove adequate for long term installation in harsh environments.

##### **1.2. Background:**

Marine Atlantic Inc. (MAI) is a federal Crown corporation reporting to the Government of Canada through the Minister of Transport. The Corporation provides a constitutionally mandated passenger and commercial marine transportation service between the Island of Newfoundland and the Province of Nova Scotia. Presently, Marine Atlantic has four vessels in its fleet. MAI reserves the right to add or delete vessels over the course of the Standing Offer.

- Leif Ericson
- Atlantic Vision

- Highlanders
- Blue Puttees

The purpose of this Request for Standing Offer is to have an Offeror enter an agreement with MAI to issue a Regional Individual Standing Offer (SO) to obtain electrical maintenance for power distribution systems, electrical machinery, and automation and control equipment onboard our fleet of Ferries. Offerors will be required to provide experienced journeymen electricians to provide electrical service labour, parts, material and equipment necessary to update or repair electrical supply systems, electrical equipment, and associated machinery onboard MAI vessels at our Port aux Basques and North Sydney Terminal locations.

### 1.3. Terminology:

ISM – International Safety Management Code  
DNV/GL - Det Norske Veritas  
MATA – Marine Atlantic Technical Authority  
TCMSS - Transport Canada Marine Safety and Security.  
TC – Transport Canada

## 2.0 Reference Documents:

### **GUIDANCE DRAWINGS/NAMEPLATE DATA**

Copy of the original drawing will be made available to Contractor.

Copy of the Marine Atlantic Fleet Safety Manual (FOM 1-5) will be made available to Contractor.

Copy of the Marine Atlantic ISM Lock Out/Tag Out Procedures will be made available to Contractor.

## 3.0 Requirement

### 3.1 **Scope of Work**

Provide Electrical services onboard Marine Atlantic Inc. vessels. The services will include supply and install of any goods necessary to complete the maintenance/repairs.

#### 3.1.1 **Requirement**

### **GENERAL**

Prior to commencing any work, Contractor must request tag and lock for out each system being worked on as a minimum, per Marine Atlantic Fleet Operations Manual Guarantee of Electrical Isolation SAF21. Contractor must install /remove locks and tags accordingly during the performance of the work. Vessel (Chief Engineer or Designate) will assist Contractor in identifying the locations. Upon completion of all work Vessel must be in attendance when all locks/tags are removed.

Contractor will provide all labour, parts, material and equipment to complete the work outlined in section 3.2 Tasks.

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The following comprises an overview of the contractor capabilities required, but is not limited to any individual item;

### **3.2 Tasks:**

#### **3.2.1 CABLE TRANSIT INSPECTION**

Inspect transits to Transport Canada Marine Safety and Security, Classification Society and manufacturers requirements to prove their acceptance or non-compliance. Contractor to tag and label each location inspected- include inspection date and sequential location numbering on tags. Contractor to provide a detailed report (including pictures) for all results - one electronic copy in pdf format.

#### **3.2.2 CABLE TRANSIT TESTING/INSTALLATION/REPAIRS/RENEWALS**

Contractor to provide services to test Cable Transit installations to prove they meet manufacturer requirements and provide a detailed report with pictures for their findings. All locations tested must be identified and labelled clearly.

Make repairs to existing Transit systems, including but not limited to the removal of materials and cables, removal and termination of cables, installation of new TCMSS approved parts/materials (i.e. Firestop, Rise/Nofirno, Roxtec, bst, etc.) to manufacturer's requirements based on the regulatory requirements for the area being worked on.

Supply and install marine approved cable transits to meet TCMSS regulatory requirements and/or applicable Classification Society requirements for the area of installation and to the manufacturer's recommendation.

#### **3.2.3 INSULATION TESTING**

Perform insulation testing (megger reading) as per Marine Atlantic Technical Authority (MATA) or their designated representative's requirements and provide a detailed Reports for all results - one written copy and one electronic copy in pdf format.

#### **3.2.4 GENERAL TROUBLE SHOOTING**

Contractor to provide services to trace issues related to electrical grounds, non-functioning equipment or systems.

Contractor to provide MATA with a description of each repair requirement(s) as a result of their findings and seek MATA approval prior to making any repairs.

#### **3.2.5 MOTOR CONTROL AND RELAY LOGIC**

Contractor to provide services to troubleshoot, repair, and renew motor

control and relay logic cabinets within multiple manufacturer Motor Control Centers as well as stand-alone motor starter cabinets.

Contractor to provide MATA with a description / cost for all parts required to complete corrective actions as a result of their findings and seek MATA approval prior to ordering / purchasing the part(s).

### **3.2.6 MOTOR, GENERATOR, AND TRANSFORMER TESTING AND REPAIR**

Contractor to provide services to test, clean, and inspect synchronous and asynchronous motors and generators in situ and also at a shore facility.

Contractor to provide services to test, clean, and inspect vessel transformers.

Contractor to provide services for in-situ repairs for Electro- Mechanical Repairs to include Motor, Generator, and Transformers including brushless exciters and permanent magnet exciters. Final inspection of rotating machinery after repairs will include baseline vibration analysis readings.

### **3.2.7 PARTS**

Contractor to supply and install parts related to repair services or corrective actions required due to inspection services. Parts must be OEM or equivalent to OEM.

Contractor to provide MATA with a description / cost for all parts required to complete corrective actions as a result of their findings and seek MATA approval prior to ordering / purchasing the part(s).

### **3.2.8 ELECTRICAL INFRARED THERMOGRAPHY INSPECTIONS**

Contractor to provide proof of certification to carry out Electrical Infrared Inspections and also provide analysis and solutions for problems found.

Contractor to provide this service to potentially detect equipment failure through measuring temperatures at specific component locations within an electrical distribution system.

Contractor to provide as many points as possible for interpretation, all temperatures to be displayed on the pictorial thermo-scan image.

Contractor to provide a detailed report (including pictures) for all results and interpretations - one type written copy and one electronic copy in pdf format.

### **3.2.9 CABLE (ELECTRICAL WIRING) REMOVALS AND INSTALLATION**

Contractor to remove cable runs as identified by the MATA and terminate connects as directed by the MATA. Terminations to meet regulatory requirements.



Contractor to supply services for new wire installations, in some cases the wire will be provided by MATA, but it may be requested for Contractor to supply depending on vessel location and availability of supply.

Supply and install marine approved kick pipes / penetrations to meet TCMSS regulatory requirements and/or applicable Classification Society requirements for the area of installation and to the manufacturer's recommendation.

### **3.2.10 Outer decks, cabling and shore power connection arrangements shore power connections arrangements**

Contractor to provide services to investigate, repair and renew electrical services located on the vessel outer decks and to include Shore Power Arrangements.

The scope of work will include sealed bulkhead penetrations or kick tubes, cabling, wire ways with fasteners, and final devices.

The selection of materials is of utmost important with this work. The most noble metal available must be selected for these installations. Prior to any work commencing, a detailed work plan including Bill of Materials must be presented to the MATA and proved adequate for long term installation in harsh environments.

### **3.2.11 VESSEL SPECIFIC DRAWING AND MANUALS SUPPORT - ELECTRICAL**

Contractor to provide services to investigate, trace, and update vessel electrical drawings and support manuals.

Contractor to create new CAD drawings where only existing Blueprints are available.

Contractor to provide services to incorporate red-line, construction, and as-fitted drawings from multiple vendors into the vessel's main Electrical drawings or manuals.

Electrical drawings and Manuals support will include circuit diagrams, wire diagrams, cable and interconnection diagrams, deck plan wire ways, Equipment Seating, and Machinery Arrangements or General Arrangements.

Contractor must plot or print all updated Drawings or Manuals.

For any Drawing or Manual that have been updated by Contractor, Contractor must physically collect all outdated drawings in various locations on the vessel and ensure all current revisions are in place. All outdated information must be given to the MATA for disposal. architecture, title block, and electronic saving format (i.e. AutoCAD R14 vs AutoCAD 2013). A suitable revision numbering sequence must be used.

All drawings produced or modified are considered the intellectual property of the Marine Atlantic.

### **3.2.12 EQUIPMENT ELECTRICAL DISCONNECTION, RECONNECTION OR NEW INSTALLATIONS**

Contractor to supply services for disconnection of electrical connections related to original equipment removal. This is to further include the dismantling equipment to allow the renewal of shaft bearings, bell housings or coupling of motor or generator sets. This can at times be onboard the vessels or sent to Contractors shop.

Contractor to supply services for reconnection of original equipment or in conjunction with new equipment installations.

Contractor to supply and install new connection where require for existing equipment or new installations. Connection to include, but not limited to cabling, connector, junction boxes, panels, conduit, switched, receptacles, circuits and breakers.

Supply and install marine approved penetrations to meet TCMSS regulatory requirements and/or applicable Classification Society requirements for the area of installation and to the manufacturer's recommendation.

### **3.2.13 TESTING OF LOW-LEVEL LIGHTING CIRCUITS**

Contractor is to supply services for the test and certification of all Ship Board Low Lighting Devices and provide a document of performance standard to Class

### **3.2.14 LOCATION**

Various locations aboard Marine Atlantic Vessels Atlantic Region includes

the following Provinces (all areas);

- Nova Scotia
- Newfoundland and Labrador

### **3.2.15 INTERFERENCES**

Contractor is responsible for the identification of any interference items, their temporary removal as approved by MATA, storage and refitting to the vessel.

Contractor is responsible for protecting surrounding area and equipment while carrying out their work.

Any items that are not removed and subsequently damaged as well any damages incurred during the removal / installation process must be repaired at Contractor's expense.

### **3.2.16 STANDARDS AND REGULATIONS**

The Contractor must agree to conduct all work within the legislative requirements of the Canada Labour Code - Part 2, and its regulation, as well as any other relevant legislation and codes such as the Provincial Health & Safety Act, the Canadian Electrical Code and the National Building Code

TP 127, Transport Canada Marine Safety - Ship Electrical Standards

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<https://www.tc.gc.ca/media/documents/marinesafety/tp127e.pdf>

IEEE STD 45 - 1998 Recommended Practice for Shipboard Electrical Installations

Applicable Classification Society requirements (i.e. ABS)

70-000-000-EU-JA-001 Specification for the Installation of Shipboard Electronic Equipment

### **3.2.17 OWNER FURNISHED EQUIPMENT**

All MATA supplied materials will be identified to Contractor prior to start of work, otherwise Contractor to inform MATA for any material they will supply prior to purchasing and installing on the vessel.

### **3.2.18 TESTING**

Upon completion of all work Contractor must functionally test systems installed or repaired in the presence of MATA. Final acceptance will base on the system performing to the requirements outlined by the MATA

## **3.3 Deliverables and Acceptance Criteria:**

### **3.3.1 INSPECTION**

All work to be to the satisfaction of the MATA, TCMSS and applicable Classification Society (as identified by the MATA). Contractor to provide MATA, TCMSS and applicable Classification Society an opportunity to inspect the installation and final completion of work prior to acceptance.

### **3.3.2 CERTIFICATION**

Contractor to provide pertinent certification for installations as required for system registration or activation.

Contractor to provide TCMSS Type Approval certification or Classification Society certification as identified by the MATA for all materials / parts being installed.

### **3.3.3 REPORTS, DRAWINGS, AND MANUALS**

Contractor to provide a detailed report on all work performed in a type written copy and one electronic copy in PDF format. At a minimum the report must include a list of model number(s), part number(s) and serial number(s) of all parts installed, pictures where applicable and any recommendation for the systems worked on.

Contractor must provide applicable manuals, in electronic PDF format, for all new parts / equipment

Solicitation No. - N° de l'invitation  
MA021-190002/A  
Client Ref. No. - N° de réf. du client  
MA021-190002

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
HAL203  
CCC No./N° CCC - FMS No./N° VME

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installed.

### **3.3.4 SPARES**

Contractor to provide a list of critical spares for systems worked on where applicable.

## ANNEX "B"

### BASIS OF PAYMENT

All prices are to be quoted FOB Destination, including all delivery and shipping charges to the destination specified on the call-up document. Chargeable hours towards a call-up commence upon arrival at the Marine Atlantic site by Contractor's personnel. The contractor will be paid a minimum of three (3) hours per call out. Pricing shall also include delivery of any rental equipment to the specified site and removal upon completion of the call-up period.

Table A – Pricing Table					
Initial Standing Offer period – 2 years.					
Column A	Column B Description	Column C Estimated Annual Usage	Column D Year 1	Column E Year 2	Column F Extended Total (C x D) + (C x E)
1	Journeyman Electrician – regular time rate	2290 hours	\$_____	\$_____	\$_____
2	Journeyman Electrician – Overtime rate	1830 hours	\$_____	\$_____	\$_____
3	Subcontracted Work	\$135,000.	\$_____	\$_____	\$_____
			Indicate markup on subcontracted work-_____%	Indicate markup on subcontracted work-_____%	
4	Materials, parts, permits, certificates, all other costs.	\$225000.	\$_____	\$_____	\$_____
			Indicate markup on other costs-_____%	Indicate markup on other costs-_____%	
Travel Distance: Calculation area for google maps travel distance in Kilometers – see Note 2.					
	Address of bidders site, (including postal code).	Estimated annual number of trips	Worksite Address	Two way Kilometers from bidder site to worksite and return	(C X E) X 0.52.KM rate X 2 YEARS
5		20	Marine Atlantic 149 Prince Street North Sydney, NS B2A 3V2	_____km	\$_____

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	Travel Distance: Calculation area from google maps travel distance in Kilometers – see Note 2					
	Address of bidders site, (including postal code).	<b>Estimated annual number of trips</b>	Worksite Address	Number of hours from bidder site to worksite roundtrip	Rate for travel time	Hours x rate for travel time
	<b>Grand extended price Table A</b>					\$ _____
<b>Note:</b> 1. An allowance for materials and replacement parts, required permits, certificates, assessments, and specialty equipment and will be at net cost plus no more than 10% mark-up (Including invoice costs, transportation costs, exchange, customs and brokerage charges). 2. Bidders are to use Google maps to calculate the time from their office location to the worksite.						

**Table B – Pricing Table**

**1<sup>st</sup> Option period – 2 years.**

Column A	Column B Description	Column C Estimated Annual Usage	Column D Year 3	Column E Year 4	Column F Extended Total (C x D) + (C x E)
1	Journeyman Electrician – regular time rate	2290 hours	\$ _____	\$ _____	\$ _____
2	Journeyman Electrician – Overtime rate	1830 hours	\$ _____	\$ _____	\$ _____
3	Subcontracted Work	\$135,000.	\$ _____ Indicate markup on subcontracted work- _____%	\$ _____ Indicate markup on subcontracted work- _____%	\$ _____
4	Materials, parts, permits, certificates, all other costs.	\$225,000.	\$ _____ Indicate markup on other costs- _____%	\$ _____ Indicate markup on other costs- _____%	\$ _____
Travel Distance: Calculation area for google maps travel distance in Kilometers – see Note 2					
	Address of bidders site, (including postal code).	Estimated annual number of trips	Worksite Address	Two way Kilometers from bidder site to worksite	(C X E) X 0.52.KM rate X 2 YEARS
5		20	Marine Atlantic 149 Prince Street North Sydney, NS B2A 3V2	_____ km	\$ _____
Travel Distance: Calculation area from google maps travel distance in Kilometers – see Note 2					
	Address of bidders site, (including postal code).	Estimated annual number of trips	Worksite Address	Number of hours from bidder site to worksite roundtrip	Rate for travel time Hours x rate for travel time

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		20	Marine Atlantic 149 Prince Street North Sydney, NS B2A 3V2		\$	\$
	Grand extended price Table B					\$

**Note:**

1. An allowance for materials and replacement parts, required permits, certificates, assessments, and specialty equipment and will be at net cost plus no more than 10% mark-up (Including invoice costs, transportation costs, exchange, customs and brokerage charges).
2. Bidders are to use Google maps to calculate the time from their office location to the worksite.



**Table C – Pricing Table**

**2<sup>nd</sup> Option period – 1 year**

Column A	Column B Description	Column C Estimated Annual Usage	Column D Year 3	Column E	Column F Extended Total (C x D)
1	Journeyman Electrician – regular time rate	2290 hours	\$_____		\$_____
2	Journeyman Electrician – Overtime rate	1830 hours	\$_____		\$_____
3	Subcontracted Work	\$135,000.	\$_____ Indicate markup on subcontracted work-_____%		\$_____
4	Materials, parts, permits, certificates, all other costs.	\$225000.	\$_____ Indicate markup on other costs- _____%		\$_____
Travel Distance: Calculation area for google maps travel distance in Kilometers – see Note 2					
	Address of bidders site, (including postal code).	Estimated annual number of trips	Worksite Address	Two way Kilometers from bidder site to worksite and return	(C X E) X 0.52.KM rate X 1 YEAR
5		20	Marine Atlantic 149 Prince Street North Sydney, NS B2A 3V2	_____km	\$_____
Travel Distance: Calculation area from google maps travel distance in Kilometers – see Note 2					
	Address of bidders site, (including postal code).	Estimated annual number of trips	Worksite Address	Number of hours from bidder site to worksite roundtrip	Rate for travel time Hours x rate for travel time

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6		20	Marine Atlantic 149 Prince Street North Sydney, NS B2A 3V2		\$		\$
	Grand extended price Table C						\$

**Note:**

1. An allowance for materials and replacement parts, required permits, certificates, assessments, and specialty equipment and will be at net cost plus no more than 10% mark-up (Including invoice costs, transportation costs, exchange, customs and brokerage charges).
2. Bidders are to use Google maps to calculate the time from their office location to the worksite.

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**TOTAL EVALUATED PRICE:**

TABLE A \$ \_\_\_\_\_

TABLE B \$ \_\_\_\_\_

TABLE C \$ \_\_\_\_\_

TOTAL EVALUATED PRICE: TABLE A + TABLE B + TABLE C \$ \_\_\_\_\_

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

**Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

**Ship Repairers' Liability Insurance**

1. The Contractor must obtain Ship Repairers' Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairers' Liability insurance must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of

- Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Marine Atlantic Inc. and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
  - c. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

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## **ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)



## ANNEX "F"

### TECHNICAL EVALUATION – MANDATORY CRITERIA

To be considered responsive, proposals must meet all of the mandatory criteria specified in the solicitation document.

	Mandatory Criteria	Description	Bidder's Response	Page in the proposal where the information is contained
M1	Certified Journeymen Industrial Electricians	Contractor must provide proof of at <b>least two</b> licensed Industrial Electrician Journeymen with Red Seal Certification on staff		
M2	Experience, skills, and educational background	List of all individuals who will be engaged performing work for Marine Atlantic. Include education qualifications, certifications, memberships, and a description of individuals technical roles, skills, and work experience for each Journeymen put forward under this RFSO.		
M3	Infrared Thermography Certification	Copy of certificate must be included in the Offer for each Journeymen having this qualification.		