



**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> RISO - Commercial Diving Services	
<b>Solicitation No. - N° de l'invitation</b> MA021-190008/A	<b>Date</b> 2019-08-07
<b>Client Reference No. - N° de référence du client</b> MA021-19-0008	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-219-10757
<b>File No. - N° de dossier</b> HAL-9-83011 (219)	<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 2019-08-23</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> Richard, Linda K.	<b>Buyer Id - Id de l'acheteur</b> hal219
<b>Telephone No. - N° de téléphone</b> (902)402-9059 ( )	<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. 10 MARINE DRIVE PORT AUX BASQUES NEWFOUNDLAND AND LABRADOR A0M1C0 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</b> <b>(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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MA021-190008  
Client Ref. No. - N° de réf. du client  
MA021-19-0008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-9-83011

Buyer ID - Id de l'acheteur  
HAL219  
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:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 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, Insurance Requirements, and List of Components.

### **1.2 Summary**

1.2.1 The supplier will provide under water inspections, routine service work and repairs on all Marine Atlantic Inc. vessels, wharfs and surrounding area as listed below.

All work shall be performed by fully qualified and certified commercial diving contractors and subject to the inspection, approval and acceptance of the designated Marine Atlantic point of contact ("MAI POC") or their designate. Offerors must provide, at their own expense, all necessary tools and equipment to perform the Deliverables of the contract.

MAI requires the Deliverables to be supplied to the following sites:

1. North Sydney:
  - o 355 Purves Street, North Sydney, Nova Scotia - Wharf and surrounding area.
2. Port aux Basques
  - o Route 1, Terminal Road, Channel-Port aux Basques, Newfoundland - Wharf and surrounding area

3. Vessels
- Leif Ericson
  - Atlantic Vision
  - Highlanders
  - Blue Puttees

The Standing Offer period is from December 1, 2019 November 30, 2021, with two additional option periods; option period 1 for two years; and option period 2 for one year.

- 1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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

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>) 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](#) (2019-03-04) 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

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Offers 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 RFSO:

Bid Receiving

Public Works and Government Services Canada

1713 Bedford Row, Halifax, NS B3J 3C9

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

**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 Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (902) 496-5261

## 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 **7 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 \_\_\_\_\_ (*insert the name of the province or territory*).

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 (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 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

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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.

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 "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" 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

MR1	The Offeror's technical Offer must demonstrate compliance with all aspects of the requirement at Annex A.
MR2	Offeror must provide pricing as requested in Annex "B" – Basis of Payment
MR3	An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.
MR4	Offeror must provide a copy of a valid Certificate for DNV/GL approved and certified for IWS survey

#### 4.1.2 Financial Evaluation

##### 4.1.2.1

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

### 4.2 Basis of Selection

#### 4.2.1

##### **M0031T 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 for each location 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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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.

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

#### **5.2.3.1 Status and Availability of Resources**

SACC Manual Clause M3020T (2016-01-28) – Status and Availability of Resources (Offer)

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 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.

##### **6.3.1 General Conditions**

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from December 1, 2019 to November 30, 2021 inclusive.

##### **6.4.2 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 periods, first option period from December 1, 2021 to November 30, 2023; and the second option period from December 1, 2023 to November 30, 2024 under the same conditions and at the rates or 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **6.4.3 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Linda Richard  
Title: Acting Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row  
Halifax, NS B3J 1T3  
Telephone: (902) 402-9059  
Facsimile: (902) 496-5016  
E-mail address: linda.k.richard@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.

### **6.5.2 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.

### **6.5.3 Offeror's Representative (BIDDERS – PLEASE COMPLETE)**

Name:  
Title:  
Address:

Telephone:  
Facsimile:  
E-mail address:

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

## 6.7 Identified Users

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

## 6.8 Call-up Procedures

Call ups must be made in accordance with Annex A – Statement of Work.

## 6.9 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.

## 6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

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## 6.11 Priority of Documents

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

- a) the 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) will apply to the contract
- 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*),

## 6.12 Certifications and Additional Information

### 6.12.1 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.

### 6.12.2 SACC Manual Clauses

SACC Manual Clause M3020C (2016-01-28) Status and Availability of Resources

## 6.13 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 Newfoundland and Labrador.

## 6.14 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**

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **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**

For the Work described in the Statement of Work in Annex A :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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

### 7.5.3 Multiple Payments

*SACC Manual* clause H1001C (2008-05-12) Multiple Payments

### 7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Electronic Data Interchange (EDI);

### 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.
2. Invoices must be distributed as follows:

[invoices@marine-atlantic.com](mailto:invoices@marine-atlantic.com)

### 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D . 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.

## **ANNEX "A"**

### **STATEMENT OF WORK**

The supplier will provide under water inspections, routine service work and repairs on all Marine Atlantic Inc. vessels, wharfs and surrounding area as listed in section A.1 below.

All work shall be performed by fully qualified and certified commercial diving contractors and subject to the inspection, approval and acceptance of the designated Marine Atlantic point of contact ("MAI POC") or their designate. Offerors must provide, at their own expense, all necessary tools and equipment to perform the Deliverables of the contract.

All Work must be initiated on an as requested demand basis authorized through a call-up by the Site Authority or representative thereof.

#### **A.1 Locations**

MAI requires the Deliverables to be supplied to the following sites:

4. North Sydney:
  - o 355 Purves Street, North Sydney, Nova Scotia - Wharf and surrounding area.
5. Port aux Basques
  - o Route 1, Terminal Road, Channel-Port aux Basques, Newfoundland - Wharf and surrounding area
6. Vessels
  - o Leif Ericson
  - o Atlantic Vision
  - o Highlanders
  - o Blue Puttees

All MAI vessels are active operational areas and it is imperative that the supply of all deliverables be closely coordinated with the MAI POC.

Offeror may have to travel onboard the vessel to complete deliverables in PAB or NSY if one of the vessels is docked.

MAI reserves the right to add or remove MAI locations, and vessels.

#### **A.2. Underwater services include:**

1. Imaging (vendor supplied equipment): remotely operated imaging (CCTV); diver operated videography or still photography with video feed capability; other.
2. Inspections and Assessments: detection of leaks and cracks; environmentally friendly dye tests; material sampling; inspection, repositioning, and retrieval of instrumentation and equipment; other.
3. Maintenance and Small-scale Construction: adjustment, repair, and replacement of mechanical equipment (pumps, valves, gates, other); welding; inspection, installation, and removal of

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electrical cable; repair of coatings and linings; installation, monitoring, and removal of pipe plugs; installation and removal of stop logs; repair of pipes; installation, retrieval, and repositioning of anchors and rigging; bolting and unbolting of pipe flanges, fittings, and couplings; installation of scour pads, geotextile work, condition of dock ladders and sliders, cleaning and pressure washing of barges, tanks, pipes, bridges, docks, and reservoirs; other.

4. Dive depths may vary between 2 feet and 150 feet depending on the facility or water body location. Temperatures may be as low as 35 °F up to ambient air temperatures depending on location. Potential environmental hazards include confined space entry, contaminated sediments, contact with storm water and sanitary sewerage, ice and fast flowing water.
5. Some work may be required on short notice due to equipment failure and/or imminent loss or further damage to facilities or equipment. The contractor must be able to meet a response time as listed in A.7 below.
6. Each contract dive will be classified as an inspection or working dive, depending on the activities involved, and shall comply with the applicable provincial and federal regulations and industry standards.

### **A.3. Equipment**

Equipment mainly consists of items such as sufficient equipment to dive for 6 hours, video equipment, work platform, remote operated vehicle (ROV) camera system, tender boats etc.

### **A.4. Coordinating Work**

1. MAI - Facility Point of Contact(s)

MAI will appoint an individual to act as the MAI POC. The offeror shall ensure that the supply of all Services is coordinated with the MAI POC or their designate.

2. Offeror – Facility Point of Contact(s)

The offeror shall appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

The offeror shall conduct all work during standard business hours. In the event there are operational requirements, there is potential for work to be outside of standard business hours if preapproved by MAI POC.

### **A.5. Maintenance**

Offeror must ensure inspections and repairs such as welding, cutting, burning and hull cleaning are to be provided in accordance with the highest standards of industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes, and regulations.

1. Repairs and Deficiencies

The offeror will, upon Marine Atlantic's request, or their authorization (in the event the offeror identifies a need for Deliverables related to any repairs and deficiencies) repair or assist in the replacement of any damaged, broken or malfunctioning equipment.

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The offeror's dive leader is responsible for informing the MAI POC of everything that MAI will need to do in advance of or during the supply of the repairs. If the capability for live feed is not available, all such requirements must be in writing and provided to the MAI POC twenty-four hours prior to work proceeding. The offeror must provide twenty-four-hour emergency service with a three (3) hour response time or less to the MAI site upon call-up for emergencies. An emergency refers to a situation where there is unforeseen failure and/or malfunction of equipment or systems that could result in imminent danger to life, health, environment or property, or restrictions to the vessel not sailing, if not promptly repaired. Offeror shall ensure maintenance and repairs shall be provided in accordance with the highest standards of industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes, and regulations.

#### **A.6. Commercial Diving Contractor Requirements**

All Commercial Diving contractor and service personnel used to supply any portion of the Deliverables must be trained on, knowledgeable about and have experience with the parts and equipment involved.

The offeror must immediately notify the MAI POC in the event of any damage to MAI vessels, wharves or surrounding areas. The offeror must render any assistance required in connection with any such incident, but otherwise work in that vicinity must be stopped immediately and not be restarted until instructed by the MAI POC.

The offeror must ensure maintenance vehicle is sufficiently stocked with commonly used inspection, diving supplies and equipment to eliminate delays and/or interruptions in service.

Offeror shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of MAI employees and customers or any other persons. Offeror will provide such signs, markers and barricades as required to identify all work areas, minimize inherent dangers and follow MAI safety procedures. Offeror must contact vessel directly and receive MAI permits from MAI's Assistant Terminal Manager and Vessel before entering water.

#### **A.6. Working Hours**

Work under this Standing Offer will be executed during the standard hours of work 8 a.m. to 5 p.m., Monday through Friday, with the exception of authorized emergency work which must be attended to within three (3) hours of notification. All hours outside of the standing hours, will be considered overtime. In the event there are operational requirements, there is potential for work to be outside of standard business hours. The Offeror must conduct all work in a manner that causes a minimum of inconvenience to such occupants and/or users, or interruption to Centre operations.

#### **A.7. Response Time**

Anything that effects the operational readiness of the vessels will be grouped into two categories:

1. "Major Events": examples of major events include: thruster obstructions, unexplained vibrations on the vessel and unexplained under water noises.
2. "Minor events": examples of minor events include: inspections or surveys.

The MAI POC shall, in their sole discretion, determine whether an event requiring service is a Major Event or Minor Event.

The following establishes the maximum time frame, from the time the deficiency was reported to the offeror, within which the offeror shall respond:

Event Priority	Acknowledgement	Initiation of Repairs	Completion of Repairs
Emergency	1 hour	3 hours	ASAP
Major Event	Same day	ASAP	ASAP
Minor Event	1 business day	2 business days	As per agreed timeline

The following definitions apply to the above performance levels:

Acknowledgement is defined as the time from placement of the initial service request to the time the Offeror provides a reply to acknowledge the service request, a time frame for initiating the repair, and dispatches the necessary technicians. Acceptable forms of reply include email and phone call. Initiation of repair is defined as the time from placement of the initial service request to the time the Offeror's technician(s) arrive on site to commence troubleshooting and repair work.

Completion of inspections and repairs is defined as the time from placement of the initial service request to the time the Offeror's technician(s) complete the inspection, repairs and restore full functionality to the system. As soon as possible (ASAP) means that every reasonable effort will be made to effect immediate repairs or temporary works to remedy the situation. As per agreed timeline means after the initiation of repairs (2 days) the offeror provides a timeline for repairs to be completed, which will be reviewed and approved by MAI POC.

#### **A.8. Codes and Standards**

1. Current DNV/GL Certified
2. Competency Standard for Diving Operations – CSA Z275.4 (or latest revision)
3. Occupational Safety Code for Diving Operations – CSA Z275.2 (or latest revision)

#### **A.9 Materials**

All materials and equipment used under this contract must be new and no less than equal to existing in design and quality.

Electrical and mechanical equipment must meet the relevant standards of CSA as applicable. If, in an emergency, the offeror installs parts other than those specified, the offeror must replace them with the specified parts before claiming payment. No claim for other than specified parts must be made.

#### **A.10 Reports**

The following must be filled out, signed and submitted to the MAI POC to departure from site:

1. MAI inspection checklist (Annex E)
2. MAI work permit
3. Safety dive list to include JSA, toolbox
4. Lock out tag out, reverse it

The offeror may choose to use their own forms if prior pre-approval has been received from MAI POC. The offeror shall submit a summary report of repairs carried out and inspections completed on the

equipment, findings of work needed, parts replaced, including manufacture's name, model serial number, and status of mechanical systems to date to the MAI POC upon submission of invoice.

All invoices must be accompanied by a list of services rendered including any materials used and include the MAI work order number as reference identification.

#### **Other Mandatory Submission Requirements**

1. Certificate for DNV/GL approved and certified for IWS survey

## ANNEX "B"

### BASIS OF PAYMENT

The Financial Evaluation Total will be used for evaluation purposes only and does not represent a commitment on the part of Canada.

All pricing to perform the work as described in the Statement of Work at Annex A, is to be included and accounted for within the pages of this attachment and is to be submitted as your financial proposal at the time of bid closing.

The Offeror MUST complete the Hourly Rate (B) and the Extended Total C columns for all line items in below Table. Calculate the total by adding up the extended totals, column C. In the event the Total Evaluated Price is not correctly calculated the unit rate will prevail.

The Estimated Expenditure must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

The offeror must bid one at least one location. They may choose to bid both if they can meet the requirements of the deliverables.

**Emergency or Urgent Service Call** pricing is for the same service as Service Call pricing except the Offeror's on-site response must be within 3 hours of receiving the call up. Non-emergency service call shall be provided within 2 days from date of call-up.

**Disbursements:** Such as unforeseen work that requires less than \$1,000.00 of subcontracting, or the use and provision of tools or equipment not normally included in this type of work, must be PRE-APPROVED in writing by the Technical Authority and charged at cost with no allowance for overheads or profit. Copies of invoices must be provided to the Technical Authority.

**Estimates:** Where a cost estimate has been submitted and accepted by site authority, fully completed work or services will be performed or provided at cost no greater than 110 percent of such estimate.

**Pricing Periods** for this requirement will be:

Year 1 and 2 - from date of issue to 30 November 2021

Option - Year 3 & 4 - from 1 December 2021 to 30 November 2023

Option - Year 5 - from 1 December 2023 to 30 November 2024

#### **Service Calls:**

Service Call pricing is an all-inclusive firm price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, air use, tools and equipment required to perform the first hour of on-site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

**Table 1.1 North Sydney – INITIAL TWO YEAR STANDING OFFER**

ITEM	DESCRIPTION	YEARLY ESTIMATED USAGE	UNIT PRICE YEAR 1 & 2	EXTENDED PRICE
	Service call during standard working hours	(A)	(B)	(AXB) x 2 = (C)
A1	Supervisor	210 hours	\$_____ / hour	\$_____
A2	Diver	300 hours	\$_____ / hour	\$_____
A3	Assistants	800 hours	\$_____ / hour	\$_____
A4	Supervisor – Overtime	88 hours	\$_____ / hour	\$_____
A5	Diver Overtime	100 hours	\$_____ / hour	\$_____
A6	Assistant - Overtime	100 hours	\$_____ / hour	\$_____
A7	Commercial diving Video Inspection	60 times	\$_____	\$_____
A8	Supplied Breathing Air	50 units	\$_____	\$_____
<b>TOTAL COST</b>				\$_____

**Table 1.2 - North Sydney – OPTIONAL PERIOD 1/ TWO YEAR PERIOD**

ITEM	DESCRIPTION	YEARLY ESTIMATED USAGE	UNIT PRICE YEAR 3 & 4	EXTENDED PRICE
	Service call during standard working hours	(A)	(B)	(AXB) x 2 = (C)
A1	Supervisor	210 hours	\$_____ / hour	\$_____
A2	Diver	300 hours	\$_____ / hour	\$_____
A3	Assistants	800 hours	\$_____ / hour	\$_____
A4	Supervisor – Overtime	88 hours	\$_____ / hour	\$_____
A5	Diver Overtime	100 hours	\$_____ / hour	\$_____
A6	Assistant - Overtime	100 hours	\$_____ / hour	\$_____
A7	Commercial diving Video Inspection	60 times	\$_____	\$_____

A8	Supplied Breathing Air	50 units	\$ _____	\$ _____
<b>TOTAL COST</b>				\$ _____

**Table 1.3 - North Sydney – OPTIONAL PERIOD 2 / ONE YEAR PERIOD**

ITEM	DESCRIPTION	YEARLY ESTIMATED USAGE	FIRTH YEAR	EXTENDED PRICE
	Service call during standard working hours	(A)	(B)	(AXB) = (C)
A1	Supervisor	210 hours	\$ _____ / hour	\$ _____
A2	Diver	300 hours	\$ _____ / hour	\$ _____
A3	Assistants	800 hours	\$ _____ / hour	\$ _____
A4	Supervisor – Overtime	88 hours	\$ _____ / hour	\$ _____
A5	Diver Overtime	100 hours	\$ _____ / hour	\$ _____
A6	Assistant - Overtime	100 hours	\$ _____ / hour	\$ _____
A7	Commercial diving Video Inspection	60 times	\$ _____	\$ _____
A8	Supplied Breathing Air	50 units	\$ _____	\$ _____
<b>TOTAL COST</b>				\$ _____

Table 1.1 Total Cost \$ \_\_\_\_\_  
 Table 1.2 Total Cost \$ \_\_\_\_\_  
 Table 1.3 Total Cost \$ \_\_\_\_\_

**Total Evaluated Price for Table 1.1 + Table 1.2 + Table 1.3 = \$ \_\_\_\_\_**

**Table 2.1 Port aux Basques – INITIAL TWO YEAR STANDING OFFER**

ITEM	DESCRIPTION	YEARLY ESTIMATED USAGE	UNIT PRICE YEAR 1 & 2	EXTENDED PRICE
	Service call during standard working hours	(A)	(B)	(AXB) x 2 = (C)
A1	Supervisor	210 hours	\$_____ / hour	\$_____
A2	Diver	300 hours	\$_____ / hour	\$_____
A3	Assistants	800 hours	\$_____ / hour	\$_____
A4	Supervisor – Overtime	88 hours	\$_____ / hour	\$_____
A5	Diver Overtime	100 hours	\$_____ / hour	\$_____
A6	Assistant - Overtime	100 hours	\$_____ / hour	\$_____
A7	Commercial diving Video Inspection	60 times	\$_____	\$_____
A8	Supplied Breathing Air	50 units	\$_____	\$_____
<b>TOTAL COST</b>				\$_____

**Table 2.2 Port aux Basques – OPTIONAL PERIOD 1/ TWO YEAR PERIOD**

ITEM	DESCRIPTION	YEARLY ESTIMATED USAGE	UNIT PRICE YEAR 3 & 4	EXTENDED PRICE
	Service call during standard working hours	(A)	(B)	(AXB) x 2 = (C)
A1	Supervisor	210 hours	\$_____ / hour	\$_____
A2	Diver	300 hours	\$_____ / hour	\$_____
A3	Assistants	800 hours	\$_____ / hour	\$_____
A4	Supervisor – Overtime	88 hours	\$_____ / hour	\$_____
A5	Diver Overtime	100 hours	\$_____ / hour	\$_____
A6	Assistant - Overtime	100 hours	\$_____ / hour	\$_____
A7	Commercial diving Video Inspection	60 times	\$_____	\$_____

A8	Supplied Breathing Air	50 units	\$ _____	\$ _____
<b>TOTAL COST</b>				\$ _____

**Table 2.3 Port aux Basques – OPTIONAL PERIOD 2 / ONE YEAR PERIOD**

ITEM	DESCRIPTION	YEARLY ESTIMATED USAGE	FIRTH YEAR	EXTENDED PRICE
	Service call during standard working hours	(A)	(B)	(AXB) = (C)
A1	Supervisor	210 hours	\$ _____ / hour	\$ _____
A2	Diver	300 hours	\$ _____ / hour	\$ _____
A3	Assistants	800 hours	\$ _____ / hour	\$ _____
A4	Supervisor – Overtime	88 hours	\$ _____ / hour	\$ _____
A5	Diver Overtime	100 hours	\$ _____ / hour	\$ _____
A6	Assistant - Overtime	100 hours	\$ _____ / hour	\$ _____
A7	Commercial diving Video Inspection	60 times	\$ _____	\$ _____
A8	Supplied Breathing Air	50 units	\$ _____	\$ _____
<b>TOTAL COST</b>				\$ _____

Table 2.1 Total Cost \$ \_\_\_\_\_  
 Table 2.2 Total Cost \$ \_\_\_\_\_  
 Table 2.3 Total Cost \$ \_\_\_\_\_

**Total Evaluated Price for Table 2.1 + Table 2.2 + Table 2.3 = \$ \_\_\_\_\_**

Solicitation No. - N° de l'invitation  
MA021-190008  
Client Ref. No. - N° de réf. du client  
MA021-19-0008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-9-83011

Buyer ID - Id de l'acheteur  
HAL219  
CCC No./N° CCC - FMS No./N° VME

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

( ) Electronic Data Interchange (EDI);

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## ANNEX "D"

### INSURANCE REQUIREMENTS

#### 1. 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

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Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

## **2. 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.

Solicitation No. - N° de l'invitation  
MA021-190008  
Client Ref. No. - N° de réf. du client  
MA021-19-0008

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-9-83011

Buyer ID - Id de l'acheteur  
HAL219  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX E**

### **MAI INSPECTION CHECKLISTS**

Please see attached



**Marine Atlantic**  
**Marine Atlantique**

**NSY - Yearly Inspection**

Doc: 1897

Rev #:  
1.0

Work order:

Field: Contractor

Equip. condition: N/A

Revision date: 2016-10-21

## Gemini Dock - Wharf - Contractor Yearly Inspection

### 1. Safety



- Ensure to follow the proper isolation procedure.
- Ensure to use proper tools for the task.
- Wear appropriate Personal Protective Equipment (PPE) at all time
- If unsure of any task ask Supervisor for clarification.

### 2. Tools Required



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### 3. User manuals



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**Marine Atlantic**  
**Marine Atlantique**

**NSY - Yearly Inspection**

Doc: 1897

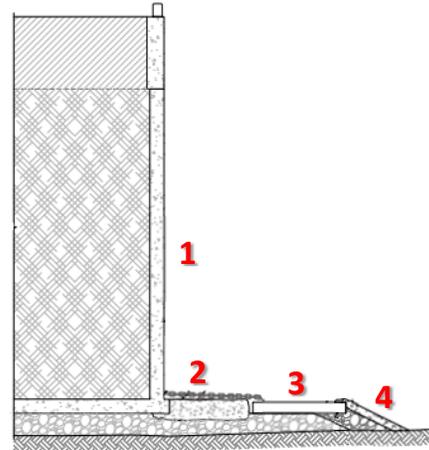
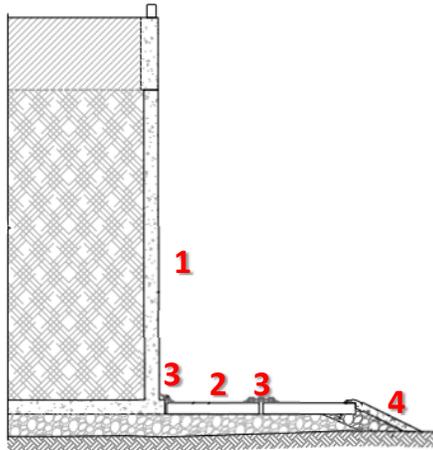
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**Instruction**

- Perform an underwater inspection of the undermining pads with video description
- Inspection sheet, report and video must be attached to this document and returned to the Supervisor.

The report and video are to be submitted to the engineering department for evaluation.

Check #	Tasks	Done	Action Required	Notification #				
1.	<table border="1"> <tr> <th>Reference</th> <th>Area</th> </tr> <tr> <td>Caisson</td> <td>Underwater</td> </tr> </table>	Reference	Area	Caisson	Underwater	<input type="checkbox"/>	<input type="checkbox"/>	
Reference	Area							
Caisson	Underwater							
2.	<table border="1"> <tr> <th>Reference</th> <th>Area</th> </tr> <tr> <td>Chains &amp; Shackles</td> <td>Underwater</td> </tr> </table>	Reference	Area	Chains & Shackles	Underwater	<input type="checkbox"/>	<input type="checkbox"/>	
Reference	Area							
Chains & Shackles	Underwater							
3.	<table border="1"> <tr> <th>Reference</th> <th>Area</th> </tr> <tr> <td>Scour Pads</td> <td>Underwater</td> </tr> </table>	Reference	Area	Scour Pads	Underwater	<input type="checkbox"/>	<input type="checkbox"/>	
Reference	Area							
Scour Pads	Underwater							
4.	<table border="1"> <tr> <th>Reference</th> <th>Area</th> </tr> <tr> <td>Concrete</td> <td>Underwater</td> </tr> </table>	Reference	Area	Concrete	Underwater	<input type="checkbox"/>	<input type="checkbox"/>	
Reference	Area							
Concrete	Underwater							

