



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Supply Arrangement Small Boat D/D	
Solicitation No. - N° de l'invitation F5561-200582/B	Date 2020-11-16
Client Reference No. - N° de référence du client F5561-200582	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-014-7513	
File No. - N° de dossier OLZ-0-43068 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Newfoundland Standard Time NST on - le 2020-12-03 Heure Normale de Terre-Neuve HNT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Peach, Ryan	Buyer Id - Id de l'acheteur olz014
Telephone No. - N° de téléphone (709) 690-9865 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS MARITIMES REGIONAL HQ BLDG 50 DISCOVERY DR - LEVEL 4 DARTMOUTH Nova Scotia B2Y4A2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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CCC No./N° CCC - FMS No./N° VME

F5561-200582/B is being issued to reiterate the ongoing qualification process as set out in the original solicitation. Suppliers who did not submit or qualify may contact the Contracting Authority as within (6.7 On-going Opportunity for Qualification).

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TITLE

Small Boat Dry Docking Supply Arrangement

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, INSURANCE REQUIREMENTS, INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION AND Sample copy of solicitation and resulting contracts

1.2 Summary

. The purpose of this Requirement is to establish a list of pre-qualified suppliers that will be used by the St. John's office of PSPC to permit processing of individual bid solicitations and award subsequent contracts. The Atlantic Canada Small Vessel Docking Supply Arrangement for the Canadian Coast Guard (CCG)/Department of Fisheries and Oceans (DFO), Marine Engineering, will apply to all small vessel docking refits from the Atlantic provinces, with the exception of vessels currently being maintained and managed by CCG and PSPC resources from Maritime Provinces. This SA may at times be used to perform urgent/unscheduled docking repairs to CCG small vessels from all regions of Canada, as and when required. Note that some small vessels stationed in Newfoundland may not be able to travel outside Newfoundland due to operational limitations, meaning that some refits may be limited to suppliers located in Newfoundland. These operational limitations could vary from mechanical issues to ice conditions. If limited tendering will be invoked on a refit, it will be stated within the SOW of the refits tender document.

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Note that some small vessels stationed in Newfoundland may not be able to travel outside Newfoundland due to operational limitations, meaning that some refits may be limited to suppliers located in Newfoundland. These operational limitations could vary from mechanical issues to ice conditions. If limited tendering will be invoked on a refit, it will be stated within the SOW of the refits tender document.

For the purpose of this Supply Arrangement, small vessel docking refits are described as PSPC contracted small vessel docking refits of a specified duration that will be conducted at the contractors' facilities. For the purpose of this Supply Arrangement small vessels are considered to be less than 30 metres in overall length and have a displacement of less than 300 tons. Small vessel docking refits are undertaken while the vessels are under the care and custody of the contractor and, in any subsequent contracts awarded; contractors will be required as a minimum to abide by provincial and federal safety, security and environmental rules and regulations.

Large vessel docking refit projects will continue to be handled through separate individual contracts tendered through PSPC and available to all potential suppliers on the Government Electronic Tendering Service (GETS) website, at www.buyandsell.gc.ca

1.3 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.4 Use of 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 Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

The email address for e-post registration is ARBidReceivingNL@pwgsc.gc.ca.

****Note – Bids/Offers 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**

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2020-07-01) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Arrangements

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

The email address for e-post registration is ARBidReceivingNL@pwgsc.gc.ca

Note: Arrangements 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 [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than five (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copies)

Section II: **Not used**

Section III: Certifications (1 hard copies)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

[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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers 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 Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Not Used.

Section III: Certifications

Suppliers must submit the certifications required under Part 5 and Annex "A"

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory Technical Criteria

An arrangement must comply with the requirements of the Request for Supply Arrangement (including Annex A). Meeting supplier requirements to be declared responsive

4.2 Basis of Selection

1. To be declared responsive, an arrangement must:
 - (a) Comply with all the requirements of the Request for Supply Arrangements; and
 - (b) Meet all mandatory technical criteria
2. Arrangements not meeting (a) or (b) above will be declared non-responsive

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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.

Integrity Provisions – Required Documentation

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive

5.1.2 - Insurance

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

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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

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

Certifications as listed within the attached Statement of Work

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement 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

2020 (2020-07-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins on the date of issuance.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Ryan Peach
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Services and Marine
The John Cabot Building, 10 Barter's Hill
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 690-9865
Facsimile: (709) 772-4603
E-mail address: ryan.peach@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

Name	Title	Telephone	E-mail
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6.6 Identified Users

The Identified User is: Public Works and Government Services Canada in St. John's, Newfoundland.

6.7 On-going Opportunity for Qualification

A Request for Supply Arrangements will be issued in accordance with the process set out below to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Suppliers who have not qualified under file F5561-200565 may request a bid package by contacting the Contracting Authority. This process will be in effect as long as the supply arrangement is active.

6.8 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 articles of the Supply Arrangement;
- (b) the general conditions 2020 (2020,07.01), General Conditions - Supply Arrangement - Goods or Services,
- (c) Annex A - Statement of Requirement
- (d) Annex B - Insurance Requirements
- (e) Annex C - INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION
- (f) Annex D - Sample copy of solicitation and resulting contracts
- (g) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).*)

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador

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6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA'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 Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

NOTE: Annex D has been provided as a sample of the refit solicitation to be used.

The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
"Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003)
incorporated by reference above is deleted in its entirety and replaced with the following:
 - a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;

Certifications as outlined in the solicitation SOW
Federal Contractors Program (FCP) for Employment Equity - Notification
SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
Integrity Provisions - Declaration of Convicted Offences;
- (h) certifications;
 - **Federal Contractors Program (FCP) for Employment Equity - Notification**

Certifications obtained under the Request for Supply Arrangements must not be included in the bid solicitation with the exception of the following certifications:
 - SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (i) conditions of the resulting contract.

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6.2 Bid Solicitation Process

- 6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.
- 6.2.2** The bid solicitation will be sent directly to Suppliers.

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **HC** (for high complexity requirements), general conditions 2030 will apply to the resulting contract.
- (B) supplemental general conditions

1029 (2018-12-06), Ship Repair

The above models are available in the Standard Acquisition Clauses and Conditions Manual uniformises of achat(<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) issued by Public Works and Government Services Canada.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX "A" - STATEMENT OF WORK

1. SCOPE

Purpose

The purpose of this Requirement is to establish a list of pre-qualified suppliers that will be used by the St. John's office of PSPC to permit processing of individual bid solicitations and award subsequent contracts. The Atlantic Canada Small Vessel Docking Supply Arrangement for the Canadian Coast Guard (CCG)/Department of Fisheries and Oceans (DFO), Marine Engineering, will apply to all small vessel docking refits from the Atlantic provinces, with the exception of vessels currently being maintained and managed by CCG and PSPC resources from Maritime Provinces. This SA may at times be used to perform urgent/unscheduled docking repairs to CCG small vessels from all regions of Canada, as and when required. Note that some small vessels stationed in Newfoundland may not be able to travel outside Newfoundland due to operational limitations, meaning that some refits may be limited to suppliers located in Newfoundland. These operational limitations could vary from mechanical issues to ice conditions. If limited tendering will be invoked on a refit, it will be stated within the SOW of the refits tender document.

Note that some small vessels stationed in Newfoundland may not be able to travel outside Newfoundland due to operational limitations, meaning that some refits may be limited to suppliers located in Newfoundland. These operational limitations could vary from mechanical issues to ice conditions. If limited tendering will be invoked on a refit, it will be stated within the SOW of the refits tender document.

For the purpose of this Supply Arrangement, small vessel docking refits are described as PSPC contracted small vessel docking refits of a specified duration that will be conducted at the contractors' facilities. For the purpose of this Supply Arrangement small vessels are considered to be less than 30 metres in overall length and have a displacement of less than 300 tons. Small vessel docking refits are undertaken while the vessels are under the care and custody of the contractor and, in any subsequent contracts awarded; contractors will be required as a minimum to abide by provincial and federal safety, security and environmental rules and regulations.

Large vessel docking refit projects will continue to be handled through separate individual contracts tendered through PSPC and available to all potential suppliers on the Government Electronic Tendering Service (GETS) website, at www.buyandsell.gc.ca

Exceptions

Certain holders of this Supply Arrangement will at times be restricted from bidding on CCG small vessel refits. These vessels are not ice strengthened and have limited ability to withstand ice accumulation resulting from transiting in freezing spray conditions. It has been determined that the risks to personnel and equipment associated with extended open sea transits in winter conditions are high. To reduce these risks, small vessels will not be permitted to transit to or from contractor facilities located in the Maritime Provinces or other locations that may require extended open sea transits. The period of these restrictions will normally be from December to April inclusive, but may be adjusted based on seasonal conditions.

Background

The Canadian Coast Guard (CCG)/Department of Fisheries and Oceans (DFO), Marine Engineering maintain a fleet of small vessels throughout the Atlantic Provinces, operated from various CCG bases and stations. The vessels are of widely different sizes, ages and capabilities, covering a range of types from Search and Rescue craft to Science Vessels. These vessels are configured to respond to a variety of different roles, in addition to which, any unit may perform, fisheries protection, general patrol, and rescue work, as required. The major specialized roles for vessels

include search and rescue (SAR), fisheries patrol, scientific and fisheries research. The Life Cycle Management System of the CCG demands, inspections, regular self-maintenance and docking refit maintenance periods to ensure vessel capabilities meets regulatory and expected level of service requirements.

2. SUPPLIER REQUIREMENTS

General Expectations

Suppliers shall:

- a. Have a minimum of three years' experience in the shipbuilding and repair industry. Suppliers shall demonstrate that they have managed and successfully completed multidiscipline ship refit projects and provide details of three of these projects
- b. Have in place and maintain the necessary infrastructure to ensure that small vessel docking refits are undertaken in a manner that will provide the necessary vessel security and protection during contracted work periods including sheltering requirements as specified in individual bid solicitation technical specifications.
- c. Utilize employees and / or employ subcontractors that are fully qualified, certified and competent tradesmen under the supervision of the supplier's Project Manager to ensure a uniform and high level of workmanship by normally accepted shipbuilding and repair standards;
- d. Be responsible to provide everything necessary to perform small vessel dockings for CCG, including the resources, labour, technology, equipment, and materials, and the ability to use them effectively to perform the work within the subsequent contract time frames.
- e. Be responsible to provide effective Project Management Services to coordinate employees, subcontractors and material resources.

Qualifications / Certifications / Agreements.

Suppliers shall:

- a. have an account in good standing with the applicable provincial or territorial Workers' Compensation Board,
- b. be current and maintain certification to the Canadian Welding Bureau in accordance with the requirements of the Canadian Standards Association (CSA) standards:
 - (a) CSA W47.1-03, Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2); and
 - (b) CSA W47.2-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2),

- c. have a labour agreement, or other suitable instrument, in place with its unionized labour or workforce, it must be valid for the period of any subsequent contract,
- d. have in place an ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO). Suppliers do not require registration to ISO 9001; however, supplier's quality management systems must address all requirements appropriate to the scope of the Work with exclusions in accordance with clause 1.2 of ISO9001,
- e. have in place or be able to obtain Ship Repairer's Liability Insurance and Commercial General Liability Insurance and maintain it in force throughout the duration of any subsequent Contract, in an amount of not less than \$10,000,000 per accident or occurrence and in the annual aggregate,
- f. provide Project Management Services by way of a Project Manager (PM) who is experienced in managing ship docking refits. The PM shall provide effective control of any subsequent contracts including but not limited to; Project Management, Quality Assurance, Material Management, Planning and Scheduling, Estimating, Safety and Environmental Management, Subcontracts Management.

3. SUBCONTRACTS AND SUBCONTRACTOR RESOURCE REQUIREMENTS

Suppliers are not expected to have on staff all of the necessary tradesmen and resources necessary to complete all specification items typically contained in a CCG docking refit specification document. The use of subcontractors is generally accepted and usual for these types of refits. Suppliers require the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. Even when Canada consents to a subcontract, the Supplier is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Supplier is responsible for any matters or things done or provided by any subcontractor under any subsequent Contract, and for paying subcontractors in a timely fashion for any part of the work they perform.

Suppliers shall employ or have the ability to subcontract the following resources:

- a. qualified and certified marine electricians;
- b. qualified and certified marine pipe fitters;
- c. qualified machinists;
- d. qualified and certified marine fire detection and extinguishing systems inspection and repair technicians;
- e. qualified and certified hydraulics systems inspection, repair and installation technicians;
- f. qualified marine coating application personnel;
- g. qualified and certified non-destructive testing technicians;
- h. qualified marine insulation personnel;
- i. qualified and certified confined space entrant, attendant and rescue personnel;
- j. qualified and certified life raft and lifeboat inspection technicians;
- k. qualified marine deck flooring systems personnel;
- l. any other resource not specifically mentioned above that may be required within a CCG repair specification including any Factory Service Representative requirements.

4. PROJECT MANAGEMENT SERVICES

For each contract that is issued under the Supply Arrangement, the Contractor must outline how the specific work package will be completed in the allotted time frame. Information that must be provided prior to awarding of the contract includes:

- a. A Gantt chart showing each specification item and the planned time frame for completion of each. The Contractor is also required to update the Gantt chart during the work period and provide regular updates and revisions to the work schedule.
- b. A listing of the proposed work force and labour hours committed to each specification item.
- c. Planned hours of work
- d. A listing of any subcontractors that will be used to complete the work.

5. REGULATORY INSPECTION ITEMS.

Certain specification items in each work package may indicate that the maintenance, repair or overhaul is required for Regulatory inspection either by Transport Canada Marine Safety & Security (TCMSS) or by a Classification Society. The Contractor is always responsible for arranging with the TCMSS or Class Society inspector so that the maintenance, repair or overhaul is credited. For larger overhaul projects, the Contractor shall meet with the TCMSS inspector or Class Society surveyor to identify what specific inspection points and process is required during the completion of the work.

6. WARRANTY REQUIREMENTS

Suppliers shall provide warranty for all work undertaken as part of any subsequent contract in accordance with the contract's terms and conditions. The Work or any part of the Work found to be defective or non-conforming will be returned to the Supplier for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Supplier must carry out any necessary repair or making good of the Work at that location. In such cases, the Supplier will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

Annex "B" - Insurance Requirements

B1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 Repairer's 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 Canadian Coast Guard 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 Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (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.

B2 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada 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) 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.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (e) 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.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (i) 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.
- (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
(Derived from - Provenant de: G2001C, 2008-05-12)

B3. Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$10,000,000.00 per incident or occurrence, to an annual aggregate of \$20,000,000 for damages caused in any one year of carrying out of the Contract, each such year starting on the date of coming into force of the Contract or its anniversary, and to a total maximum liability of \$40,000,000.00. This limitation of the Contractor's liability does not apply to:
 - (a) any infringement of intellectual property rights; or
 - (b) any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

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ANNEX "C" - Information Required for Code of Conduct Certification

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name
of the sole proprietor or individual;

4. For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person

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Annex D - Sample copy of solicitation and resulting contracts

Included as an attachment