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## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

## Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Ship Construction, Refit and Related Services/Construction  
navale, Radoubs et services connexes  
11 Laurier St. / 11, rue Laurier  
6C2, Place du Portage  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> RHIB, IB & ALUMINUM BOATS Rigid Hull Inflatable Boats (RHIB), Inflatable Boats (IB), & Aluminum Boats (AB)	
<b>Solicitation No. - N° de l'invitation</b> E60MC-190001/H	<b>Date</b> 2021-01-11
<b>Client Reference No. - N° de référence du client</b> E60MC-190001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$MC-038-28055
<b>File No. - N° de dossier</b> 038mc.E60MC-190001	<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> Eastern Standard Time EST <b>on - le 2021-03-31</b> Heure Normale du L'est HNE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Robson, Vicki	<b>Buyer Id - Id de l'acheteur</b> 038mc
<b>Telephone No. - N° de téléphone</b> (613)286-4376 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **Request for Supply Arrangement (RFSA) Refresh for Rigid Hull Inflatable Boats (RHIBs), Inflatable Boats (IBs) and Aluminum Boats (AB)**

This Request for Supply Arrangement (RFSA) Refresh is to solicit bids for a Supply Arrangement (SA) for the provision of Rigid Hull Inflatable Boats (RHIBs), Inflatable Boats (IBs) and Aluminum Boats (AB) for various Departments and Agencies on an as and when requested basis.

Bidders capable of meeting the requirements of this RFSA solicitation are invited to submit a bid.

**Existing RHIB/IB/AB Supply Arrangement Holders:** This RFSA solicitation is an opportunity to provide a bid to include additional Streams to your existing SA.

Existing SA Suppliers who received a SA under a previous RFSA of E60MC-190001 are **not** required to respond to this Refresh to retain the previously awarded streams.

**New Bidders:** In order to be considered for a RHIB/IB/AB SA, it is mandatory to submit a bid in accordance with this RFSA solicitation by the closing date and time of the RFSA solicitation and to comply with the mandatory requirements on this solicitation.

The RFSA Refresh will be conducted on a quarterly basis. **The RFSA Refresh schedule will be changed to a semi-annual basis starting on April 1<sup>st</sup>, 2021.**

Please note: Bids cannot be revised after the RFSA solicitation closing date and time.

### **Submission Format Note:**

Please submit your arrangement gathered per section and separated as follows:

Section I: Management Arrangement

Section II: Certifications

Section III: Mandatory Management Arrangement/Certification Checklist

This can be provided in one document or 3 separate documents. Please include the document title, page and section numbers on your checklist.

## **IMPORTANT NOTICE TO SUPPLIERS RE. BID SUBMISSION REQUIREMENTS**

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

To use epost Connect to submit your bid, or to get more information on its use, please send an email to the National Capital Region (NCR) Bid Receiving Unit's generic address at:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Bids will not be accepted if emailed directly to this email address.

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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E60MC-190001/H  
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E60MC-190001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
038mc. E60MC-190001

Buyer ID - Id de l'acheteur  
038mc  
CCC No./N° CCC - FMS No./N° VME

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Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult [Buysandsell.gc.ca](https://Buysandsell.gc.ca).

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## **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 includes the Vessel Streams, Mandatory Management Arrangement/Certification Checklist, Reporting Requirements, Insurance Requirements and any other annexes.

### **1.2 Summary**

- 1.2.1 Public Works and Government Services Canada (PWGSC) requires the services of suppliers capable of building and supplying Rigid Hull Inflatable Boats (RHIB), Inflatable Boats (IB) and Aluminum Boats (AB) for various Departments and Agencies on an as and when requested basis. This Request for Supply Arrangements (RFSA) will establish a List of Qualified Suppliers by stream of RHIB, IB and AB as per Annex "A" – Vessel Streams.
- 1.2.2 The period for awarding contracts under the Supply Arrangement will be from the date of supply arrangement award until 22 May 2021, with a possibility of an additional 1 (one) year option and two (2), two (2) year option periods.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- The bid solicitation of any resulting supply arrangement may subject to different Trade Agreements depending on the Identified User for whom the procurement is conducted.
- 1.2.4 The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, excluding

locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

- 1.2.5 This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

### 1.3 Refresh Solicitation

It is not mandatory for Existing Suppliers to provide a response to a Refresh solicitation unless they wish to qualify for additional streams.

New Bidders may submit a bid for a SA by responding to the most recent Refresh solicitation terms and conditions posted on [BuyandSell.gc.ca](http://BuyandSell.gc.ca).

Canada reserves the right to issue SAs to Suppliers who qualify throughout the entire period of the SA. Evaluations of such bids will be processed with targeted schedules identifying each Refresh solicitation due date.

The RFSA will be conducted on a quarterly basis as per Section 6A.7. **(The RFSA Refresh schedule will be changed to a semi-annual basis starting on April 1<sup>st</sup>, 2021).**

### 1.4 Security Requirements

There are no security requirements associated with this Supply Arrangement. However, Canada reserves the right to issue on a case by case basis security requirements associated with individual contracts.

For additional information on security requirements, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.5 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.

### 1.6 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 6A.11 Transition to an e-Procurement Solution (EPS).

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

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## 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](#) (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

### 2.2 Submission of Arrangements

Arrangements 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 RFSA:

PWGSC National Capital Region (NCR) Bid Receiving Unit

Only arrangements submitted using epost Connect service will be accepted. The Supplier must send an email requesting to open an epost Connect conversation to the following address:

[psgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:psgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-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 Supplier is using its own licensing agreement for epost Connect.

It is the Supplier's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Supply Arrangements closing date.

Transmission of arrangements by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 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.

### 2.4 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.

## 2.5 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 Ontario.

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.

## 2.6 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

The Supplier must submit its arrangement electronically in accordance with section 08 – 2 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Management Arrangement

Section II: Certifications

Section III: Mandatory Management Arrangement/Certification Checklist

Arrangements transmitted by facsimile or hardcopy will not be accepted.

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### **3.1.1 Section I: Management Arrangement**

In the management arrangement, Suppliers must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work and include all information and documentation as requested in Part 4.1.1.1

### **3.1.2 Section II: Certifications**

Suppliers must submit the certifications and additional information required under Part 5.

## **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.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### **4.1.1 Management Evaluation**

##### **4.1.1.1 Mandatory Management Criteria**

##### **4.1.1.1.1 Vessel Construction Experience**

The Supplier must provide objective evidence of experience in the construction of vessels of the size, type and complexity subject to the appropriate stream of Annex "A" of this Request for Supply Arrangement. To demonstrate this experience, the Supplier must provide:

- a. detailed list of such vessels built within the last 10 years, pursuant to TP 1332 latest edition, Construction Standards for Small Vessels, Non-Pleasure craft;
- b. photographs of vessels of listed;
- c. (for listed TP 1332, non-pleasure craft sold within the last 10 years only) purchaser's name and contact information, and the date of sale.

The Supplier must also provide details on how the materials and equipment used in the construction, manufacture of the proposed vessel is suited to the operating and environmental conditions that the vessel may encounter. Examples of these details are:

- 1. Area of operations of the listed vessels
- 2. Maximum limit of capacity (for personnel and equipment) of the listed vessels
- 3. Propulsion arrangement
- 4. Vessel Length
- 5. Hull Material

#### 4.1.1.1.2 Quality Management System

##### Contractor's Quality Management System

1. The Supplier must provide objective evidence that it has a Quality Assurance Program, which must be in place during the performance of the Work, and which addresses the quality control elements below. The quality control elements must include, as a minimum:
  - a. Quality Assurance Manual or Quality Assurance Program Descriptions
  - b. Inspection and Test Plan
  - c. Final Inspection
  - d. Quality Records
2. The objective evidence may be in the form of a copy of the Supplier's Quality Assurance Manual which addresses these elements.
3. The Supplier must also provide a minimum of one (1) sample of completed quality records used on the most recent marine vessel construction at its facility.

#### 4.1.1.1.3 Marine Drafting and Engineering Capability

The Supplier certifies and must provide objective evidence in the form of a statement, signed by an authorized representative that it has either:

- a. in-house capabilities for marine drafting and engineering or
- b. has a written commitment from a supplier to provide marine drafting and engineering services for the duration of the Contract. The supplier must have marine drafting and engineering experience and capabilities on vessel construction projects similar in size, type and complexity subject to the appropriate stream of Annex "A" of this Request for Supply Arrangement

### 4.2 Basis of Selection

#### 4.2.1 To be declared responsive, an arrangement must:

- a. Comply with the requirements of the Request for Supply Arrangements;
- b. Identify the stream(s) for which the arrangement has been submitted;
- c. Meet all mandatory management evaluation criteria and Certifications required for that stream; and
- d. Complete Annex "B" – Mandatory Management Arrangement/Certification Checklist

### 4.3 Financial Viability

SACC Manual clause S0030T (2014-11-27), Financial Viability

## 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

supplier 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.

### **5.1.2 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement 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 Additional Certifications Precedent to Issuance of a Supply Arrangement and Additional Information**

By submission of an arrangement, the Supplier certifies that it meets all of the following requirements and will continue to meet those requirement throughout the Supply Arrangement period.

### **5.2.1 Workers Compensation**

The Supplier certifies that it has an account in good standing with the compulsory applicable provincial or territorial Workers' Compensation Board or similar foreign program.

### **5.2.2 Fiberglass Hull Fabrication Standards**

For streams of vessel as part of Annex "A" where the Supplier wishes to have a Supply Arrangement, the Supplier certifies that the Fiberglass Hull Fabrication will be in accordance with the requirements of the following minimum standards:

ABS Rules for Building and Classing, Reinforced Plastic Vessels, 1978, or as per the rules of any of the Transport Canada approved Classification Societies.

### **5.2.3 Equipment Protection**

The Supplier certifies that during construction of any vessel as a result of a Supply Arrangement, that all parts, especially those having working surfaces or passages intended for lubricating oil, will be kept clean

and protected during manufacture, storage, assembly and after installation. Equipment will be, at all times, protected against dust, moisture or foreign matter and must not be subject to rapid temperature changes or extremes in temperature.

#### **5.2.4 Site Cleanliness**

The Supplier certifies that during construction of any vessel as a result of a Supply Arrangement, all chips, shavings, refuse, dirt and water will be removed at the completion of the work shift or sooner. The Supplier will ensure measures are taken to avoid wear and damage incident to construction, and to prevent corrosion or other deterioration. Equipment subject to freezing will be kept drained, except during test and trials. Equipment will be kept clean and protected from the environment prior to installation.

#### **5.2.5 Hazardous Operation**

The Supplier certifies that for any vessel constructed as a result of a Supply Arrangement, hazardous operating conditions will be prevented by arranging machinery and equipment in a safe manner; providing guards for all electrical, mechanical and thermal hazards to personnel; and provide guards or covers for any controls that might accidentally be activated by contact of personnel.

#### **5.2.6 Health and Safety Certification**

1. The Supplier certifies it complies with all compulsory federal and provincial/territorial legislation or applicable foreign legislation regarding occupational health and safety by doing prescribed activities and have measures in place to ensure the health and safety of its employees at all times.
2. In addition, the Supplier certifies it will:
  - a. provide all the prescribed safety materials, equipment and devices and ensure its employees can use all prescribed safety materials, equipment, devices;
  - b. ensure that any of its activities will not endanger the health and safety of its employees;
  - c. place warning signs visible to all, at all time, on any hazardous substances;
  - d. ensure its facilities are properly vented and fitted for the activities conducted;
  - e. ensure that its employees are instructed in respect to emergency procedures applicable to the facilities.

#### **5.2.7 Facilities**

The Supplier certifies it:

- a. has the proper facilities to build all streams of vessel part of Annex "A" for which the Supplier wishes to have a Supply Arrangement for;
- b. has a shop capable of maintaining temperature and humidity appropriate for welding and painting, and as applicable. The shop must be capable, when necessary, of maintaining temperature between 16° C and 25° C and maintaining relative humidity below 70%.

For Fiberglass Reinforced Polyester Boats

- a. Storage Area: The area used for storage of resins and reinforcements is to be cool, dry, and clean. The materials are to be sealed and maintained within the temperature and humidity limits recommended by the material manufacturers until shortly before the materials are to be used. The shelf lives specified by the material manufacturers are not to be exceeded.

- b. Laminating Area: The laminating area is to be fully enclosed, shaded from the sun, dry, clean, and adequately ventilated and lighted. The temperature in the area is to be maintained between 16° C and 32° C (60°F and 90°F).

### 5.2.8 Welding Certification

- a. For streams of vessel as part of Annex "A" where the Supplier wishes to have a Supply Arrangement, the Supplier certifies that the welding will be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

CSA W47.2-11, Certification of Companies for Fusion Welding of Aluminum, division 2.  
CSA W59.2, Welded Aluminum Construction

- b. In addition to the CSA standards, and if the CCG Specification - CT-043-EQ-EG-001-E, Canadian Coast Guard Welding Specification, (latest edition) is requested in the Request for Proposal (RFP) as a result of this Supply Arrangement then the welding must be done in accordance with the requirements of the CCG specification.

The Supplier must submit evidence demonstrating its company's and employees' welding credentials and adherence to the stated Welding Standards.

Only Canadian Welding Bureau Welding Certifications will be accepted.

**Note: Welding Certification is not required to qualify for a SA on streams 2, 4, 6, 8, 10 and 14 but certification may be required at time of RFP or prior to contract award if welding is required as per the Technical Statement of Requirement.**

### 5.2.9 Standards

The Supplier certifies that any vessel built as a result of a Supply Arrangement will be built in accordance with the following standards unless explicitly stated otherwise in the Technical Statement of Requirement (TSOR):

TCMSB TP 1332 "Construction Standards for Small Vessels" and where applicable the American Boat & Yacht Council (ABYC) – (latest edition);

CSA C22.2 No. 183.2-M1983 (R1999) Standards for DC Electrical Installations on Boats and ABYC 'E' Electrical Standards – (latest edition).

*Note: Unless the TSOR explicitly exempts a vessel from one or both of these standards (TP1332, CSA C22.2) or parts thereof, but implicitly directs such, suppliers must inform Canada of the conflict at the time of bidding.*

### 5.2.10 Insurance Requirements

1. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the supply arrangement, can be insured in accordance with the Insurance Requirements specified in Annex "D" Insurance Requirements.

**Note: The Bidder does not need to be insured until a contract has been awarded. All that is required at this stage is the letter from insurance company as stated in paragraph 1 of Insurance Requirements above.**

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## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 6A.1 Arrangement

Public Works and Government Services Canada (PWGSC) requires the services of suppliers capable of building and supplying the Rigid Hull Inflatable Boats (RHIB), Inflatable Boats (IB) and Aluminum Boats (AB) identified in Annex "A" – Vessel Streams, to various Departments and Agencies on an as and when requested basis in accordance with the Technical Statement of Requirement (TSOR) that will be provided to the pre-qualified supplier for that stream with the Bid solicitation.

#### 6A.2 Security Requirements

**6A.2.1** There are no security requirements applicable with this Supply Arrangement. However, Canada reserves the right to issue on a case by case basis security requirements associated with individual contracts under the Supply Arrangement.

#### 6A.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.

##### 6A.3.1 General Conditions

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

##### 6A.3.2 Supply Arrangement Reporting

###### Periodic Usage Reports - Supply Arrangement

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

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## **6A.4 Term of Supply Arrangement**

### **6A.4.1 Period of the Supply Arrangement**

The period for awarding contracts under the Supply Arrangement will be from the date of supply arrangement award until 22 May 2021, with a possibility of an additional 1 (one) year option and two (2), two (2) year option periods.

The period for awarding contracts under the Supply Arrangement begins immediately after issuance of Supply Arrangements.

### **6A.4.2 Comprehensive Land Claims Agreements (CLCAs)**

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

## **6A.5 Authorities**

### **6A.5.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Name: Vicki Robson  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Small Vessel Construction  
Address: 11 Laurier St., Gatineau QC K1A 0S5

Telephone: 613-286-4376  
E-mail address: [vicki.robson@tpsgc-pwgsc.gc.ca](mailto:vicki.robson@tpsgc-pwgsc.gc.ca)

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

### **6A.5.2 Supplier's Representative**

Name:

Title:

Address:

Phone number(s):

Email:

## **6A.6 Identified Users**

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.



## 6A.7 On-going Opportunity for Qualification

After the initial Supply Arrangements have been issued to qualified suppliers, a Notice will be posted on the Government Electronic Tendering Service (GETS) – BuyandSell.gc.ca, on an ongoing basis to allow new Suppliers to become qualified and afford existing Suppliers an opportunity to qualify for other streams. Suppliers will have an on-going opportunity for qualification during the RFSA validity period.

Due to the resources required to evaluate the offers, it is Canada's intent to conduct the evaluation of offers in cycles, on a quarterly basis (that is Canada may collect offers received over a calendar year quarter, in order to conduct the evaluation of all those offers concurrently as part of a single cycle of evaluations). These cycles may be modified at Canada's discretion.

### Quarterly Qualification Schedule

FY Quarter	Opening Date (First Business day of the month)	Closing Date (Last business day of the month)	Estimated Award Date (subject to change)
Q1	April	June	End of September
Q2	July	September	End of December
Q3	October	December	End of March
Q4	January	March	End of June

Only suppliers who are pre-qualified at the time individual bid solicitations are issued will be eligible to bid.

**Qualification Schedule will be changed to a semi-annual basis starting on April 1<sup>st</sup> 2021.**

## 6A.8 Priority of Documents

If there is a discrepancy between the wordings 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", Vessels Stream;
- (d) Annex "B", Mandatory Management Arrangement/Certification Checklist;
- (e) Annex "C", Reporting Requirements;
- (f) Annex "D", Insurance Requirements;
- (g) the Supplier's arrangement dated \_\_\_\_\_.

## 6A.9 Certifications and Additional Information

### 6A.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.

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## 6A.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 Ontario.

## 6A.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

### 6B.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

**An SA guide, model RFP and Resulting Contract Clauses for use by PWGSC Contracting Authorities is available on the Standing Offer and Supply Arrangement Application:**  
**<https://buyandsell.gc.ca/standing-offers-and-supply-arrangements-application/my-agreements>**

**Note:** References to the HC, and MC 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.

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; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 or 2004 incorporated by reference above is deleted in its entirety and replaced with the following:

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- 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) financial capability
- (h) certifications;
- **Federal Contractors Program (FCP) for Employment Equity – Notification;**
  - **Price Certification, if non-competitive;**
  - **Integrity Provisions - Declaration of Convicted Offences;**
  - **Others, as applicable.**
- (i) conditions of the resulting contract.

## **6B.2 Bid Solicitation Process**

**6B.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.

**6B.2.2** The bid solicitation will be sent directly to Suppliers.

- (a) Suppliers will have 15 calendar days to submit their bid. This time may be extended based upon a requirement's complexity.
- (b) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Bid Solicitation.
- (c) Contracting Authorities of Public Works and Government Services Canada (PWGSC) only, will be responsible for the bid solicitation process and the award of contracts.

## **C. RESULTING CONTRACT CLAUSES**

### **6C.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) **MC** (for medium complexity requirements), general conditions 2010A and 1031-2 will apply to the resulting contract;

- (b) **HC** (for high complexity requirements), general conditions 2030 and 1031-2 will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to [TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC and MC 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.

**Note:** A SAMPLE template is available to the contract authorities **on Standing Offer and Supply Arrangement Application**: <https://buyandsell.gc.ca/standing-offers-and-supply-arrangements-application/my-agreements> in order to facilitate ease of use of this Supply Arrangement. All resulting solicitations and resulting contract elements of the Supply arrangement must be adhered to whether the SAMPLE template is utilized.

#### **6C.1.2 Supplemental General Conditions**

The following supplemental general conditions will apply and form part of all resulting contract, as applicable:

**1028 (2010-08-16), Ship Construction - Firm Price.**

## ANNEX "A"

### VESSELS STREAMS

Stream #	Vessel Type – Rigid Hull Inflatable Boat (RHIB), Inflatable Boat (IB) or Aluminum Boat (AB)	Size	Material Type	Safety of Life at Sea (SOLAS) Certified	Welding Certification Required
1	RHIB	Greater than 6 Meters	Aluminum	Yes	Yes
2	RHIB	Greater than 6 Meters	Glass Reinforced Plastic	Yes	No
3	RHIB	Greater than 6 Meters	Aluminum	No	Yes
4	RHIB	Greater than 6 Meters	Glass Reinforced Plastic	No	No
5	RHIB	Equal to or less than 6 Meters	Aluminum	Yes	Yes
6	RHIB	Equal to or less than 6 Meters	Glass Reinforced Plastic	Yes	No
7	RHIB	Equal to or less than 6 Meters	Aluminum	No	Yes
8	RHIB	Equal to or less than 6 Meters	Glass Reinforced Plastic	No	No
9	IB	Equal to or less than 6 Meters	Rubberized Synthetic Fabrics	No	Yes
10	IB	Equal to or less than 6 Meters	Rubberized Synthetic Fabrics	No	No
11	AB	Greater than 6 Meters	Aluminum	No	Yes
12	AB	Equal to or less than 6 Meters	Aluminum (welded)	No	Yes
13	AB	Equal to or less than 6 Meters	Aluminum (Riveted)	No	Yes
14	AB	Equal to or less than 6 Meters	Aluminum (Riveted)	No	No

**ANNEX "B"**

**MANDATORY MANAGEMENT ARRANGEMENT/CERTIFICATION CHECKLIST**

Please print additional checklists if you wish to qualify for multiple Streams. **One Checklist per stream**

Please complete the highlighted areas of the checklist below

Stream # <span style="background-color: yellow;">          </span>				
Part and Clause #	Evaluation Criteria	Supplier Certifies they meet the criteria Yes/No/Not Applicable	Document/ Certificate Attached Yes/No/Not Applicable	Indicate proposal page # of Document /Certificate
4.1.1.1.1	Vessel Construction Experience	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
4.1.1.1.2	Quality Management System	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
4.1.1.1.3	Marine Drafting and Engineering Capability	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.1.1	Integrity Provisions - Declaration of Convicted Offences	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.1.2	Integrity Provisions – Required Documentation	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.1	Workers Compensation Certification	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.2	Fiberglass Hull Fabrication Standards	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.3	Equipment Protection	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.4	Site Cleanliness	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.5	Hazardous Operation	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.6	Health and Safety Certification	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.7	Facilities	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.8	Welding Certification	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.9	Standards	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>
5.2.10	Insurance Requirements	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>	<span style="background-color: yellow;">          </span>

Solicitation No. - N° de l'invitation  
E60MC-190001/H  
Client Ref. No. - N° de réf. du client  
E60MC-190001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
038mc. E60MC-190001

Buyer ID - Id de l'acheteur  
038mc  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **REPORTING REQUIREMENTS**

Suppliers must report on a quarterly basis on the contract activities. Such reports must contain, but are not limited to, the following information:

- i. the supply arrangement number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the contract number for contract, including amendments;
- v. the client department;
- vi. the contracting authority;
- vii. the date of the contract;
- viii. the contract period;
- ix. the line items acquired;
- x. the value of the contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

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## ANNEX "D"

### INSURANCE REQUIREMENTS

1. **If the contractor receives a contract as a result of the supply arrangement**, the Contractor must comply with the insurance requirements specified below. 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.
2. 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.
3. The Contractor must forward to the Contracting Authority within 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### A. 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 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.



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- 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

*Senior General Counsel,  
Civil Litigation Section,*

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*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.

## **B. Marine Liability Insurance**

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity 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 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 \_\_\_\_\_ (*insert department*) and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
  - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Cross liability and 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. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but

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for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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