



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

## REQUEST FOR 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

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> RISO - Boiler Repair Services	
<b>Solicitation No. - N° de l'invitation</b> MA021-200089/A	<b>Date</b> 2021-06-14
<b>Client Reference No. - N° de référence du client</b> MA021-20-0089	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-405-11303	
<b>File No. - N° de dossier</b> HAL-1-87024 (405)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2021-06-29</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kendell, Byron	<b>Buyer Id - Id de l'acheteur</b> hal405
<b>Telephone No. - N° de téléphone</b> (902) 497-5345 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 65 memorial Drive North Sydney Nova Scotia B2A 0B9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS .....	4
2.3 FORMER PUBLIC SERVANT .....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.5 APPLICABLE LAWS .....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION.....	10
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>11</b>
6.1 INSURANCE REQUIREMENTS - PROOF OF AVAILABILITY - PRIOR TO ISSUANCE OF A STANDING OFFER .....	11
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER.....</b>	<b>11</b>
7.1 OFFER .....	11
7.2 SECURITY REQUIREMENTS .....	11
7.3 STANDARD CLAUSES AND CONDITIONS.....	11
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES .....	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
7.7 IDENTIFIED USERS .....	13
7.8 CALL-UP INSTRUMENT .....	13
7.9 LIMITATION OF CALL-UPS.....	14
7.10 FINANCIAL LIMITATION .....	14
7.11 PRIORITY OF DOCUMENTS.....	14
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
7.13 APPLICABLE LAWS .....	15
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>15</b>
7.1 STATEMENT OF WORK.....	15
7.2 STANDARD CLAUSES AND CONDITIONS .....	15
7.3 TERM OF CONTRACT .....	15
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
7.5 PAYMENT .....	16

Solicitation No. - N° de l'invitation  
MA021-200089  
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur  
ha1405  
CCC No./N° CCC - FMS No./N° VME

---

7.6	INVOICING INSTRUCTIONS .....	16
7.7	INSURANCE – SPECIFIC REQUIREMENTS .....	16
7.8	DISPUTE RESOLUTION .....	17
<b>ANNEX "A" .....</b>		<b>18</b>
	STATEMENT OF WORK .....	18
<b>ANNEX "B" .....</b>		<b>22</b>
	BASIS OF PAYMENT .....	22
<b>ANNEX "C" .....</b>		<b>25</b>
	INSURANCE REQUIREMENTS .....	25
<b>ANNEX "D" .....</b>		<b>29</b>
	TRAVEL EXPENSES .....	29
<b>ANNEX "E" .....</b>		<b>33</b>
	INFORMATION FOR CODE OF CONDUCT CERTIFICATION .....	33

---

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and any other annexes.

### 1.2 Summary

Marine Atlantic Inc. (MAI) has a requirement for a Standing Offer for the provision of all material, equipment and labour necessary to conduct Boiler Repair Services onboard Marine Atlantic vessels on an "as and when required basis", as detailed at Annex A – Statement of Work.

The Standing Offer is for a period of two years from date of award, with two extension periods available. The first extension period is for a period of two years; while the second extension period is one year.

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

---

### 1.3 Debriefings

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

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Offers

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

Note: For offerors choosing to submit using epost Connect the email address is:

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

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

## 2.3 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension (to be completed by bidder)

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

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

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

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

---

### Work Force Adjustment Directive (to be completed by bidder)

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

If so, the Offeror must provide the following information:

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

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

### 2.4 Enquiries - Request for Standing Offers

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

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

### 2.5 Applicable Laws

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

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

### 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

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

Section I: Technical Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green](#)



---

**Procurement** (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

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

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

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

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

#### **Section III: Certifications**

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

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

#### **4.1 Evaluation Procedures**

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

##### **4.1.1 Technical Evaluation**

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

**OFFERS MUST INCLUDE AND MEET ALL OF THE MANDATORY REQUIREMENTS STATED BELOW TO BE CONSIDERED COMPLIANT. OFFERS NOT INCLUDING AND MEETING ALL OF THE MANDATORY REQUIREMENTS BELOW WILL BE DEEMED NON-RESPONSIVE AND WILL BE GIVEN NO FURTHER CONSIDERATION.**

## **CONTRACTOR QUALIFICATIONS**

Offerors must possess a minimum of three (3) years of experience in marine boiler repair, preferably in Aalborg, Clayton, PWT boilers, for projects of similar size and nature to the requirement stated at Annex A. Offerors MUST use the tables below to list two (2) major projects/contracts to support their experience claims. The Client Contact provided in the tables below will be used as a reference check.

<b>PROJECT / CONTRACT No. 1</b>	
Name of client organization or Company	
Name: _____	
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Start date of Project/Contract	Month _____ Year _____
Completion date of Project/Contract	Month _____ Year _____
Brief Description of Project or Contract:	
_____	
_____	
_____	
_____	

<b>PROJECT / CONTRACT No. 2</b>	
Name of client organization or Company	
Name: _____	
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Start date of Project/Contract	Month _____ Year _____
Completion date of Project/Contract	Month _____ Year _____
Brief Description of Project or Contract:	
_____	
_____	
_____	
_____	

---

## **TECHNICIAN QUALIFICATIONS**

**The Offeror will provide only personnel with a minimum of three (3) years' experience in marine boiler repair, preferably in Aalborg, Clayton, PWT boilers, for projects of similar size and nature to the requirement stated at Annex A. Offerors must provide resumes and two (2) references per proposed person for the purpose of substantiating their experience claims.**

### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

[M0031T](#) (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

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

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

---

provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

[M3020T](#) (2016-01-28), Status and Availability of Resources

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

### **6.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

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

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

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

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#)

---

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)  
issued by Public Works and Government Services Canada.

### **7.3.1 General Conditions**

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

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award for a period of two years.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) periods; Period 1 for two (2) years, and Period 2 for one (1) year**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **7.4.3 Delivery Points**

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

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

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

Telephone: 902-497-5345  
Facsimile: 902-496-5016  
E-mail address: [byron.kendell@pwgsc.gc.ca](mailto:byron.kendell@pwgsc.gc.ca)

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

## 7.5.2 Project Authority

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

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

## 7.5.3 Offeror's Representative (to be completed by bidder)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

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

## 7.8 Call-up Instrument

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

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ (completed at award)** (Applicable Taxes included).

### 7.10 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ **(to be completed at award)** (Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) Annex D, Travel Expenses; and,
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 7.12 Certifications and Additional Information

#### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror

---

in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### **7.12.2 SACC Manual Clauses**

M3020C (2016-01-28), Status of Availability of Resources - Standing Offer

#### **7.13 Applicable Laws**

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

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

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

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

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

### **B. RESULTING CONTRACT CLAUSES**

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

#### **7.1 Statement of Work**

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

#### **7.2 Standard Clauses and Conditions**

##### **7.2.1 General Conditions**

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### **7.3 Term of Contract**

##### **7.3.1 Period of the Contract**

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



---

### 7.3.2 Delivery Date

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

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.5 Payment

#### 7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

#### 7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

#### 7.5.3 Single Payment

[H1000C](#) (2008-05-12), Single Payment

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

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

- a. Direct Deposit (Domestic and International);

### 7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original to be emailed to: [Invoices@marine-atlantic.ca](mailto:Invoices@marine-atlantic.ca)

### 7.7 Insurance – Specific Requirements

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

---

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

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

## **7.8 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

---

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Summary of Deliverables**

The supplier will provide labor, parts and material and equipment required for performing maintenance and repairs to oil-fired and exhaust-gas boilers and their auxiliary systems, including the following:

- Boiler shell,
- Steam generating coils,
- Fire-side & Combustion spaces,
- Refractory & brick work
- Feed pumps and motors,
- Forced draft fans,
- Burner Units and Combustion Controls,
- Fuel supply piping and hoses,
- Boiler mounted valves,
- Safety Valves,
- Water Level Gauge Glasses & Level Indicators,
- Pressure & temperature gauges and switches,
- Fuel Filters,
- Other related components as required.

Work may be performed at dock in North Sydney, Nova Scotia, Port aux Basques, Newfoundland, or Argentia, Newfoundland or onboard the vessel as it travels. MAI's current fleet of vessels, and any future vessels MAI may acquire, if applicable:

- Leif Ericson
- Highlanders
- Atlantic Vision
- Blue Puttees

#### **Coordinating Work**

MAI - Facility Point of Contact(s)

---

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

#### Offeror - Facility Point of Contact(s)

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

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

#### **Working Hours**

Work under this Standing Offer will be executed during the standard hours of work 8 a.m. to 5 p.m., Monday through Friday, with the exception of authorized emergency work which must be attended to within four (4) hours of notification. All hours outside of the standing hours, will be considered overtime. In the event there are operational requirements, there is potential for work to be outside of standard business hours. The Offeror must conduct all work in a manner that causes a minimum of inconvenience to such occupants and/or users, or interruption to Centre operations.

#### **Response Time**

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

1. "Major Events": examples of major events include: Loss of Service of the unit
2. "Minor events": examples of minor events include: Work that will be carried out when the vessel is non operational in the schedule.

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

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

---

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

The following definitions apply to the above performance levels:

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

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

## **Materials**

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

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

## **Reports**

Any routine or requested tests carried out must have a detailed follow up report to complete that portion of the Deliverables.

Reports are to include:

- A service report must be completed for all work carried out on the vessel. The report should include any parts that were replaced, any defects that were evident, recommendation for future repairs and all relevant information related to the work conducted. Each service report must be sent to the vessels Superintendent and Chief Engineer after the work has been completed.

---

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

- MAI Work Permit
- JSA, toolbox
- Lock out tag out, reverse it.

The offeror may choose to use their own forms if prior pre-approval has been received from MAI POC. The offeror shall submit a summary report of repairs carried out and inspections completed on the equipment, findings of work needed, parts replaced, including manufacture's name, model serial number, and status of mechanicals systems to date to the MAI POC upon submission of invoice.

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

*End Annex A*

---

## **ANNEX "B"**

### **BASIS OF PAYMENT**

**Regular Hours** are between 0800 to 1700 - Monday to Friday excluding Statutory Holidays.

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

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

Initial SO period: 2 years  
1st Optional SO period: 2 years  
2nd Optional SO period: 1 year

### **Service Calls:**

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

### **Minimum Call-up Hours:**

Regular Service Call commences when the supplier arrives onsite: 3 hours

Emergency or Urgent Service Call commences when the supplier arrives onsite: 3 hours

### **Bid Evaluation:**

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.
2. The estimated annual usage figures are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

---

**TABLE A – INITIAL TWO-YEAR STANDING OFFER**

\_\_\_\_, 2021 to \_\_\_\_\_ 2023

ITEM	DESCRIPTION	Estimated Yearly Hours	UNIT PRICE PER HOUR	Total
1	Technician – Regular Hours	770	\$	
2	Technician – Overtime	40	\$	
Sub-Total				

An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (includes invoice costs, exchange, customs and brokerage charges.

**TABLE B – OPTION PERIOD 1 (TWO YEARS)**

\_\_\_\_, 2023 to \_\_\_\_\_ 2025

ITEM	DESCRIPTION	Estimated Yearly Hours	UNIT PRICE PER HOUR	Total
1	Technician – Regular Hours	770	\$	
2	Technician – Overtime	40	\$	
Sub-Total				

An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (includes invoice costs, exchange, customs and brokerage charges.

**TABLE C – OPTION PERIOD 2 ( ONE YEAR)**

\_\_\_\_, 2025 to \_\_\_\_\_ 2026

ITEM	DESCRIPTION	Estimated Yearly Hours	UNIT PRICE PER HOUR	Total
1	Technician – Regular Hours	385	\$	
2	Technician – Overtime	20	\$	
Sub-Total				



---

An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (includes invoice costs, exchange, customs and brokerage charges).

**Total Evaluated Price:**

Table A: \_\_\_\_\_

Table B: \_\_\_\_\_

Table C: \_\_\_\_\_

**Total (A + B + C):** \_\_\_\_\_

*End Annex B*

---

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada, as represented by Marine Atlantic Inc., is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. 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. 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,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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

## **2. Automobile Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$5,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

---

### 3. Ship Repairer's Liability Insurance

1. The Contractor must obtain Ship Repairers' Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairers' Liability insurance must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Marine Atlantic Inc.
  - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Marine Atlantic Inc. for any and all loss of or damage to the vessel, however caused.
  - c. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

*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.

*End Annex C*

## **ANNEX “D”**

### **TRAVEL EXPENSES**

#### **A. General Considerations**

When travel is necessary the individual(s) making the arrangements are to consider the following:

- a) Travel must be completed in the most cost effective and efficient manner that enables the traveler to secure guaranteed and acceptable travel arrangements;
- b) Travel should be booked as far in advance as possible to avoid unnecessary costs; and
- c) Travelers must consult with MAI to obtain information about preferred/contracted vendors (hotels, rental cars, etc.) with MAI negotiated rates.

#### **A.1 Expense Entry and Submission**

- a) The traveler is not permitted to submit a claim for a meal or other expense when the meal or expense is paid for by an MAI employee, provided by a third party, or provided as part of a corporate function. The traveler is responsible for reducing the per diem or daily expense allowance accordingly.
- b) Purchase of alcoholic beverages is expressly forbidden under this policy. Claims for alcoholic beverages will be disallowed and deducted from any expense claims.

#### **A.2 Receipts**

- a) Receipts are required for all expenditures. Credit card receipts are not considered acceptable receipts. The receipt must document the date, establishment where the purchase took place and the amount for which

---

reimbursement is being requested. Where relevant, names of individuals in attendance must be listed on the receipt. Receipts for meals are not required when claiming a per diem.

## **A.3 Reimbursable Travel Expenses**

### **A.3.1 Accommodations**

- a) Hotel accommodation shall be reimbursed at standard hotel accommodation room rates. Corporate rates should be negotiated at the time of reservation.
- b) Room upgrades offered at higher prices by the hotels should be declined.
- c) Travelers may stay at the home of relatives or friends and will be paid a daily allotment rate of \$50.00.
- d) When travelling, hotel accommodation must be booked at the lowest possible rate offered by the hotel.

### **A.3.2 Vehicle Transportation**

- a) The selection of the mode of transportation shall be based on use of approved vendors, safety, cost, duration, convenience, and practicality.
- b) Expenses associated with the selected mode of transportation shall be reimbursed based on receipts.
- c) The standard for rental vehicles is mid-size/intermediate. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveler should the traveler require accommodation for a disability, the number of people travelling together, and the bulk or weight of goods transported. Any exception to this standard must be documented with reason and pre-approved by MAI.
- d) When authorized to use a private vehicle for approved travel, the traveler shall be reimbursed at a rate of \$0.50 per kilometer.
- e) Where a receipt is not available, a declaration will suffice. Such expenses

---

include

legitimate mandatory transportation service charges and fees, incurred while on travel

status, not otherwise paid (e.g. road/bridge tolls).

f) Travelers shall use the most direct, safe and practical road routes and shall claim only

for distances necessarily driven for business travel.

g) To avoid extra costs for vehicle fueling, rental cars must be returned to the rental company fully fueled.

h) Travelers who are driven to or picked up from a public carrier terminal shall be reimbursed the kilometer rate based on the distance to and from the public carrier terminal for each round trip.

i) Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.

j) For every day on which a traveler is authorized to use a private vehicle for approved travel, the traveler shall be reimbursed the actual costs of parking/tolls for the vehicle during that period. Receipts must be provided, otherwise a declaration will be required as noted in 4.2 e).

#### A.3.3 Air Travel

a) The selection of the mode of transportation shall be based on safety, cost, duration, convenience, and practicality. Eligible expenses associated with the selected mode of transportation shall be reimbursed based on receipts, indicating the expense and currency. Such expenses include:

i. miscellaneous charge order, for excess baggage/excess weight for commercial, private and/or chartered carriers (written explanation

also

required); and



- 
- ii. public carrier ticket "change fee" for legitimate authorized official business purposes. A written explanation is required for all change fees.

b) Commercial Airlines

c) The standard

- i. The standard for air travel is economy class. The airfare appropriate to itineraries shall be sought, and bookings shall be made as far in advance as possible. Frequent flyer programs must not influence the choice of airline for travel. Reasonable additional costs associated with ensuring seat availability are permitted.
- ii. Accepted airlines are determined based upon the locations frequently used by the company. Seeking alternatives based upon cost factors is encouraged whenever it is available.

A.3.4 Surface Travel

- a) The standard for rail travel is the next higher class after the full economy class.
- b) Taxis, shuttles and local transportation services are alternatives for local trips.

Actual expenses, including reasonable gratuities, shall be reimbursed.

**A.4 Per Diem Rates**

The following per diem rates have been established for meals:

Total Per Diem (all-inclusive): \$62.00

Breakfast: \$14.00

Lunch: \$18.00

Dinner: \$30.00

*End Annex D*

## **ANNEX “E”**

### **INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

#### ***[PLEASE COMPLETE AND SUBMIT WITH BID]***

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

---

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

---

---

---

---

4. For an individual - the full name of the person;

---