

RETURN BIDS TO:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet RISO - UPS System Maintenance OCIR - systèmes d'alimentation sans coupure (ASC)	
Solicitation No. - N° de l'invitation MA021-210086/B	Date 2021-10-22
Client Reference No. - N° de référence du client MA021-21-0086	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-406-11380
File No. - N° de dossier HAL-1-87068 (406)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2021-11-18 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Matheson, Valerie	Buyer Id - Id de l'acheteur hal406
Telephone No. - N° de téléphone (902)403-6236 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARINE ATLANTIC INC. 65 Memorial Drive North Sydney NOva Scotia B2A 0B9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number MA021-210086/A dated 2021-07-29 with a closing of 2021-09-28 at 02:00 PM (ADT).

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

1.2 Summary

Marine Atlantic Inc. (MAI) has a requirement for a Standing Offer for the provision of experienced and qualified labour, equipment, and parts to maintain the uninterruptible power supply (UPS) systems in accordance with the manufacturer's recommendations on board Marine Atlantic Inc. (MAI) fleet of ferries 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

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.

2.7 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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) (<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

To be considered responsive, an offer must include and meet all of the following mandatory requirements. Offers not including and meeting all of the mandatory requirements below will be deemed non-responsive and will be given no further consideration.

MANDATORY requirement at Solicitation closing date:

QUALIFICATIONS OF THE CONTRACTOR

MAI vessels have UPS systems currently in service from Gamatronic Electronic Industries, MGE manufactured by Schneider Electric and JovyAtlas uninterruptible power supplies.

- 1.0 Offeror must be a recognized factory authorized and trained service provider for, at minimum, one of the manufacturers listed in Table 1 of Annex A. Offeror must submit a letter or a certificate from each Manufacturer for which it is authorized stating they are a recognized factory authorized service provider.
- 2.0 Offeror must provide proof of experience and past performance by providing two (2) projects they have performed within the last five (5) years in servicing one or more of the above listed UPS manufacturers' equipment of similar size and complexity to those described in Annex A of this requirement.

Projects to be listed in Table 1 in chronological order.

PWGSC reserves the right to verify proof of factory authorized service status.

Letter or Certificate	
Letter or Certificate provided	Yes _____ No _____

Table 1
Project

Project		
Project 1	<div>Client organization or Company</div> <div>Name/ title of client contact</div> <div>Phone</div> <div>Email</div> <div>Start date-End date</div>	<div></div> <div></div> <div></div> <div></div> <div></div>
Description of Project		
Project 2	<div>Client organization or Company</div> <div>Name/ title of client contact</div> <div>Phone</div> <div>Email</div> <div>Start date-End date</div>	<div></div> <div></div> <div></div> <div></div> <div></div>
Description of Project		

3.0 TECHNICIAN RESUMES

Offeror's **MUST** provide:

- Resumes of a minimum of two (2) qualified technicians who will be responsible for servicing Marine Atlantic UPS equipment; resumes to demonstrate five (5) years' experience in working on UPS systems for projects of similar size and complexity to those described in Annex A of this requirement.
- For evaluation purposes only, resumes must demonstrate five (5) years' experience as a technician over a ten (10) year period. The ten (10) year period is anytime after January 1, 2010.

Table 2

Technicians	Resume
#1 Technician	<u>Attached</u> Yes No
#2 Technician	<u>Attached</u> Yes No

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) (<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:

Valerie Matheson, Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1713 Bedford Row, Halifax, NS B3J 3C9

Telephone: 902-403-6236
Facsimile: 902-496-5016
E-mail address: valerie.matheson@pwgsc-tpsgc.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

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

The maintenance work applies to the following equipment list of UPS systems by vessel:

Table 1 -Equipment List					
Vessel	UPS ID	Manufacturer	Model	KVA rating	Location
Highlanders	CPU1	MGE	Galaxy 5000	200kVA	MSR
	CPU2	Jovyatlas	Jovystar Delta	150kVA	MSR
	UPS4	Jovyatlas	Jovystar Plus	20kVA	ER DK4
	UPS5	MGE	Galaxy 5000	80kva	ER DK4
Blue Puttees	CPU1	MGE	Galaxy	200kVA	MSR
	CPU2	Jovyatlas	Jovystar Delta	150kVA	MSR
	UPS4	MGE	Galaxy	40kVA	ER DK4
	UPS5	MGE	Galaxy	40kVA	ER DK4
Atlantic Vision	GA/PA	Jovyatlas		15kVA	ER DK10
	Nav UPS	Jovyatlas		15kVA	ER DK10
	TEP 1	Jovyatlas		120kVa	UPS DK10
	24V Autom.	Jovyatlas		25W / 25A	UPS DK9
Leif Ericson	UPS	Gamatronics		40kVA	TEPS

Statement of Work (SOW)

The Offeror will provide experienced and qualified labour, equipment, and parts to maintain the uninterruptible power supply (UPS) systems in accordance with the manufacturer's recommendations on board Marine Atlantic Inc. (MAI) fleet of ferries. The work includes all UPS equipment to provide inspection and preventative maintenance services on all equipment on an annual basis including;

1. Carry out general inspections and preventative maintenance on electrical parts and ensure components and accessories are operating properly, according to

manufacturer's maintenance recommendations and ensure optimal performance of the equipment.

2. Inspect and test battery backup systems and, if required, replace unserviceable parts with new parts that are equal to existing product in design and quality.
3. Conduct two (2) major preventative maintenance inspections per year at six-month intervals to include corrective maintenance labour. Dates to be coordinated with MAI point of contact.
4. Additional remedial service and repairs may be required on an as requested basis.
5. Provide a detailed written report of the maintenance carried out within five (5) days following each visit. The report must identify the repairs needed and include a written estimate. A copy of the report is to be forwarded to the designated MAI POC.

The service is to be provided for Marine Atlantic Inc. vessels located in North Sydney, Nova Scotia under a scheduled Preventative Maintenance plan or on an "As and When Requested" basis. Work may also be performed dock side in Port aux Basques, Newfoundland or onboard the vessel while it is underway, depending upon the nature of the repair and operational requirements.

If the Offeror is required to carry out repairs on a vessel at a site other than the North Sydney Terminal, Nova Scotia transportation of personnel and equipment to and from that site is to be arranged and paid for by the Contractor and will be reimbursed by MAI.

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.

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, except for authorized emergency work, which must be attended to within six (6) hours of notification. All hours outside of the standard hours, will be considered overtime. Work must be attended to within four (24) hours of notification for a routine service call.

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 the MAI Point of Contact (POC).

The Offeror will be available 24 hours a day 7 days per week in the event an emergency requirement arises. An emergency contact number is to be provided for use by MAI Staff.

The Offeror must conduct all work in a manner that causes a minimum of inconvenience to occupants and/or users, or interruption to Centre operations.

Response Time for Emergency Callout

The vessel onboard UPS systems provide backup emergency power for critical Bridge control and navigation equipment. As such in the event a UPS system fails it creates an emergency because redundant power backup is a regulatory requirement. If anyone UPS system fails it could prevent the ship from sailing.

If the MAI POC contacts the Offeror because of a UPS failure, that is a call to action and the response from the time the deficiency was reported to the offeror, within which the offeror shall respond follows:

Event Priority	Acknowledgement	Initiation of Repairs	Completion of Repairs
Emergency	1 hour	6 hours	ASAP

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 with the approval of the MAI POC.

Materials

All replacement parts and equipment used to service, and repair UPS systems must be new original equipment manufacturers product.

Reports

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

- A service report must be completed for all work carried out on the vessel. The report should include the name of the vessel, the date, name of the Technician performing the service, 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 prior to departure from site:

- MAI Work Permit
- JSA, toolbox
- Lock out tag out, and reversal.

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.

Solicitation No. - N° de l'invitation
MA021-210086/B
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
ha1406
CCC No./N° CCC - FMS No./N° VME

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 Atlantic - 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 six (6) hours of receiving the call up. Non-emergency service call shall be provided within three (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 with a minimum call-out charge of not less than three (3) hours.

Emergency or Urgent Service Call commences when the supplier arrives onsite with a minimum call-out charge of not less than three (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.

3. Offeror must complete Tables A thru D below in their entirety. Failure to complete Tables A thru D will result in the bid being deemed non-compliant.

TABLE A – INITIAL TWO-YEAR STANDING OFFER

_____, 2021 to _____ 2023

ITEM	DESCRIPTION	Unit of Issue	Estimated Usage	UNIT PRICE	Total (A x B)
			A	B	C
1	Annual cost of Preventative Maintenance	Lot	2	\$	\$
2	Firm hourly rate for service calls regular working hours Monday to Friday 8am to 5pm	Hourly	80	\$	\$
3	Firm hourly rate for overtime service beyond regular weekday working hours.	Hourly	40	\$	\$
Table A Total					\$

TABLE B – OPTION PERIOD 1 (TWO YEARS)

_____, 2023 to _____ 2025

ITEM	DESCRIPTION	Unit of Issue	Estimated Usage	UNIT PRICE	Total (A x B)
			A	B	C
1	Annual cost of Preventative Maintenance	Lot	2	\$	\$
2	Firm hourly rate for service calls regular working hours Monday to Friday 8am to 5pm	Hourly	80	\$	\$
3	Firm hourly rate for overtime service beyond regular weekday working hours.	Hourly	40	\$	\$
Table B Total					\$

TABLE C – OPTION PERIOD 2 (ONE YEAR)

_____, 2025 to _____ 2026

ITEM	DESCRIPTION	Unit of Issue	Estimated Usage	UNIT PRICE	Total (A x B)
			A	B	C
1	Annual cost of Preventative Maintenance	Lot	1	\$	\$
2	Firm hourly rate for service calls regular working hours Monday to Friday 8am to 5pm	Hourly	40	\$	\$
3	Firm hourly rate for overtime service	Hourly	20	\$	\$

	beyond regular weekday working hours.				
Table C Total					\$

TABLE D – MATERIALS MARKUP

ITEM	DESCRIPTION	Estimated 5 Year Spend	Markup (%)	Total (A x B)
		A	B	C
1	Percent profit / markup on components and materials for 5 Year Period	\$ 200,000.00	_____ %	\$
Table D Total				\$

Total Evaluated Price:

Table A: \$ _____

Table B: \$ _____

Table C: \$ _____

Table D: \$ _____

Total (A + B + C + D): \$ _____

End Annex B

ANNEX C

INSURANCE REQUIREMENTS

All policies shall be subject to the following:

- Notice of Cancellation/Material Change: The Insurer will endeavor to provide Marine Atlantic Inc. thirty (30) days written notice of cancellation or material change.
- Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against MAI for any and all loss of or damage to the vessel however caused.
- Additional Insured: MAI is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract.
- Cross Liability/Separation of Insured Parties: 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.
- Certificates of Insurance evidencing coverages, policy numbers, period of insurance, limits, name of Insurer(s) and compliance with requirements specified herein.

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. Waiver of Subrogation Rights
 - c. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - d. 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.
 - e. 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.

-
- f. 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.
 - g. 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.
 - h. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - i. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - j. 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.
 - k. 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.
 - l. 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.
 - m. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - n. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - o. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - p. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - q. 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The policy to be based on either the London SRL Clauses or as an endorsement to a Marine General Liability package policy with the following extensions:
 - Sudden and Accidental Pollution, including remediation and mitigation expenses
 - Travelling Workers
 - Detention and/or Demurrage

- 180 day discovery clause minimum
- Policy to include waiver of subrogation Rights
- A copy of the SRL policy covering the Fire Watch Warranty is to be submitted separately for review by MAI insurance department.

3. 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.

Alternative to Ship Repairers Liability

Comprehensive general liability insurance in an amount not less than \$5,000,000 in the name of the contractor and endorsed to name, the MAI as an ADDITIONAL INSURED but only with respect to liability arising out of the operations of the CONTRACTOR.

- Must confirm the CGL policy includes coverage for marine / vessel / watercraft exposures and operations.
- Policy to include waiver of subrogation Rights

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.

4. Professional Liability Insurance (E&O)

Professional liability insurance with limits of not less than \$2,000,000 per claim and with an aggregate limit of not less than \$4,000,000 within any policy year, and a deductible not exceeding \$50,000. Coverage shall be from the commencement of the Services.

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): \$74.00

Breakfast: \$14.85

Lunch: \$19.60

Dinner: \$31.90

Incidentals: \$8.00

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;
