



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

Title - Sujet RISO - Hydraulic Repair Services OCIR – Services de réparation de systèmes hydrauliques.	
Solicitation No. - N° de l'invitation MA021-210071/A	Date 2022-01-11
Client Reference No. - N° de référence du client MA021-21-0071	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-406-11430
File No. - N° de dossier HAL-1-87157 (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 2022-02-08 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

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N° de l'invitation - Solicitation No.
MA021-210071
N° de réf. du client - Client Ref. No.
MA021-21-0071

N° de la modif - Amd. No.
File No. - N° du dossier
HAL-1-87157

Id de l'acheteur - Buyer ID
HAL406
N° CCC / CCC No./ N° VME - FMS

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Public Services and Procurement Canada (PSPC), on behalf of Marine Atlantic Inc., has a requirement for a Regional Individual Standing Offer (RISO) for the all labour, materials, and equipment necessary for repair and maintenance services for hydraulic equipment and systems on the Vessels.

Supplier will be required to provide both on-demand and preventative maintenance services. Supplier will be expected to provide innovative services and solutions to significantly mitigate downtime of equipment.

Work will pertain to MAI's current fleet of vessels located in North Sydney, Nova Scotia and Port aux Basques, Newfoundland, and any future vessels MAI may acquire, if applicable, as well as the two Shore Facilities listed below.

- Leif Ericson
- Highlanders
- Atlantic Vision
- Blue Puttees

- Shore Facilities – Auto Tensioning and Auto Mooring Winches
- Shore Facilities – Transfer Bridges

The period of this Regional Individual Standing Offer will be from date of issue for a period of 2 years with 2 extension periods; the first for 2 years and the second for 1 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.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

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 the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified by the date and time indicated on page 1 of the RFSO:

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

TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

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

Facsimile number: (902) 496-5016

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. 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

-
- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive

Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 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.

5.2.3.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.3.3 Welding Certification – Offer

1. Welding must be performed by a welder certified by the Canadian Welding Bureau (CWB) for the following Canadian Standards Association (CSA) standards:
 - a. CSA W47.1 (03), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2);
 - b. CSA W47.2-M1987 (R2003), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2).
2. Before contract award and within 10 calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its or its subcontractor's certification by CWB in accordance with the CSA welding standards.

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5.2.3.4 Trade Certificates

The following trades engaged in the work of this requirement require either a valid Journeyman or valid Red Seal certificate indicated below.

Machinist	A valid Nova Scotia Apprenticeship Journeyman Certificate, or A valid Newfoundland Journeyman Certificate, or Red Seal Certificate.
Welder	A valid Nova Scotia Apprenticeship Journeyman Certificate, or A valid Newfoundland Journeyman Certificate, or Red Seal Certificate.

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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 D .

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 perform the Work 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.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in the sample Usage Data Reporting Form in Annex A, Statement of Work. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

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 **\$(completed at award)** (Applicable Taxes 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.

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
4. the general conditions [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity)
5. Annex A, Statement of Work;
6. Annex B, Basis of Payment ;
7. Annex C, Travel Expenses;
8. Annex D, Insurance Requirements;
9. Annex E, Electronic Payment;
10. Annex F, Information for Code of Conduct, and
11. the Offeror's offer dated _____

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 - Status of Availability of Resources - Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.12.3 Welding Certification - Contract

1. The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau(CWB) for the following Canadian Standards Association(CSA) standard(s):
 - a. CSA W47.1 (03), Certification of Companies for Fusion Welding of Steel (Minimum Division Level 2);
 - b. CSA W47.2 -M1987 (R2003), Certification of Companies for Fusion Welding of Aluminum (Minimum Division Level 2).
2. In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.
3. Before the commencement of any fabrication work, and upon request from the Project Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel they intend to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB certification to CSA welding standards.

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](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of [2010C](#) (2021-12-02) will not apply to payments made by credit cards.

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.

7.4 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 a firm unit price(s) , 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

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to Invoices@marine-atlantic.ca

7.7 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for

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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 Offeror will be required to provide all labour, materials, and equipment necessary for repair and maintenance services for hydraulic equipment and systems on the Vessels.

Supplier will be required to provide both on-demand and preventative maintenance services. Supplier will be expected to provide innovative services and solutions to significantly mitigate downtime of equipment.

Work will pertain to MAI's current fleet of vessels located in North Sydney, Nova Scotia and Port aux Basques, Newfoundland, and any future vessels MAI may acquire, if applicable, as well as the two Shore Facilities listed below.

- Leif Ericson
- Highlanders
- Atlantic Vision
- Blue Puttees
- Shore Facilities – Auto Tensioning and Auto Mooring Winches
- Shore Facilities – Transfer Bridges

The following is a sampling of the equipment requiring repair and maintenance on shipboard hydraulic equipment and systems:

1. Bow doors and visors Macgregor and Kvarner
2. Ramps MacGregor and Kvarner
3. Hanging decks MacGregor and Kvarner
4. Winches Kongsberg, Mannesman, Rexroth
5. Hydraulic pumps and motors Kongsberg, Mannesman, Dowty, Rexroth
6. Hydraulic cylinders Kongsberg, MacGregor, Various
7. Hydraulic hoses, fittings and tubing Existing hoses
8. Solenoid valves Hydraulic, pneumatic and Electronic
9. Pressure relief valves
10. Control devices Rexroth, Dowty,
11. Other related components

All tools and equipment required and used to perform the services are to be supplied and brought to the job site by the Contractor for example Flushing Machines, Hytorq wrenches, line boring equipment.

The Contractor must ensure all vehicles, equipment and tools are maintained in good working condition and regularly inspected.

All work is to be completed in conformance with Det Norske Veritas (DNV) Rules when applicable. Offerors must have experience working with DNV and Transport Canada marine surveyors.

The service is to be provided for Marine Atlantic Inc. vessels located in North Sydney, Nova Scotia on an "As and When Requested" basis. Work may also be performed dock side in Port aux Basques, 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. General Considerations, Expense Entry and Submission, Receipts, Reimbursable Travel Expenses and Per Diem Rates are detailed in Annex C Travel Expenses

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. (Chief Engineer or Vessel Supt of the Vessel)

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 hours below, Monday through Friday, except for authorized emergency work which must be attended to within three (3) hours of notification. Work must be attended to within forty-eight (48) hours of notification for a routine service call.

1. Regular rate 08:00 to 18:00 Atlantic Time
2. Evening rate 18:01 to Midnight Atlantic Time
3. Night Time rate 00:01 to 07:59 Atlantic Time.

In the event there are operational requirements, there is potential for work to be outside of the hours of 08:00 to 18:00 and from 18:01 to 23:59, Monday to Friday. 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 three categories:

1. "Emergency": an example of an emergency is anything that will prevent the vessel from being in service.
2. "Major Events": examples of major events are any required mechanical service failure that would prevent a vessel from sailing for operational or safety reasons until reparations are completed.
3. "Minor events": examples of minor events include: Job is required to be done in a pre-agreed time frame. i.e. all parties agree a job's completion can be accomplished with time available.

The MAI POC shall, in their sole discretion, determine whether an event requiring service is an Emergency, 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, unless mutually agreed by both parties:

Event Priority	Acknowledgement	Initiation of Repairs	Completion of Repairs
Emergency	1 hour	3 hours	Under 8 hours
Major Event	1 hour	Under 8 hours	Under 12 hours
Minor Event	24 hours	48 hours	As per agreed timeline

The following definitions apply to the above performance levels:

1. Acknowledgement is defined as the time from placement of the initial service request by the MAI POC 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/or phone call.
2. 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.

3. 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.
4. As soon as possible (ASAP) means that every reasonable effort will be made to effect immediate repairs or temporary works to remedy the situation.
5. 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. If authorized, the Contractor may exchange on a one for one basis, the non-serviceable or damaged parts, with factory rebuilt, new or reconditioned parts.

If authorized, factory rebuilt, or reconditioned parts may be provided. Any refunds for the return of items shall be placed against the purchase of the new or replacement parts.

No substitute materials shall be used in the reconditioning / replacement of parts, without the written approval of the MAIPOC.

Proof of material certification must be provided by the Offeror for all steel work materials used in all jobs.

Reporting

Invoices:

All invoices must display the following information:

- a. Purchase order number
- b. Vessel Name
- c. Date and time service was provided
- d. List of parts and material provided
- e. Copy of a signed work order
- f. Copies of time sheets signed by the Chief Engineer or designate.

Service 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:

-
1. 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 off and submitted to the MAI POC prior to departure from site:

1. MAI Work Permit
2. JSA, toolbox
3. Lock out tag out, reverse it.

The offeror must use MAI forms 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.

Reports are to be sent by e-mail to Fleet Technical and copied to the Public Service and Procurement Canada (PSPC) Contracting Authority. The PSPC Contracting Authority to be identified upon award of the Federal Standing offer. The email address for Fleet Technical follows:

fleettechnical@marine-atlantic.ca

The Contract number is to be quoted in the email subject line and report is to contain the following information:

- a. The Contract number for which the data is submitted,
- b. The vessel for which the service was provided,
- c. Dates of service,
- d. The total billing to date, per fiscal year by each MAI vessel.

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Id de l'acheteur - Buyer ID
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Sample of Required Usage Data Reporting Form is included below:

Title		Contract or Standing Offer #	Contract Start DD/MM/YYYY		Contract End DD/MM/YYYY	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period DD/MM/YYYY		End Reporting Period DD/MM/YYYY	
Vessel Name Requesting Order Number		Service Description e.g. Bow Thruster, Deck Insert, ME cooling pipe, etc.	Service breakdown Labour and Material		Date of Service Value of Service (not including HST)	
Vessel.	Purchase Order #	Description	Material	Labour	Service Date	Total Value

ANNEX "B"

BASIS OF PAYMENT

Regular Hours are between 08:00 to 18:00 Atlantic Time - Monday to Friday excluding weekends and Statutory Holidays.

Evening Hours are between 18:01 to Midnight Atlantic Time - Monday to Friday excluding weekends and Statutory Holidays.

Night Time Hours are between 00:01 to 07:59 Atlantic Time - Monday to Friday excluding weekends and Statutory Holidays.

Weekends and Holiday Hours are between Saturday 00:01 to Monday 07:59 for weekends and 00:01 to Midnight Atlantic Time on a Statutory Holiday.

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 three (3) 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.

TABLE 1 – INITIAL TERM TWO-YEAR STANDING OFFER

Contract start date immediately upon award – Year 1 & Year 2

Marine Atlantic Inc operations run 24 hours 7 days per week in conjunction with the Ferry schedules.				
No.	Description	Estimated Annual Hours	Unit Price Per Hour	SUB-TOTAL
1.1.	Machinist			
1.1.A	Regular Rate 08:00 – 18:00	535	\$	\$
1.1.B	Evening Rate 18:01 –Midnight	250	\$	\$
1.1.C	Night time Rate 00:01 – 07:59	110	\$	\$
1.1.D	Weekend and Holiday Rate	130	\$	\$
1.2.	Welder			
1.2.A	Regular Rate 08:00 – 18:00	415	\$	\$
1.2.B	Evening Rate 18:01 –Midnight	140	\$	\$
1.2.C	Night time Rate 00:01 – 07:59	55	\$	\$
1.2.D	Weekend and Holiday Rate	85	\$	\$
1.3.	Helper			
1.3.A	Regular Rate 08:00 – 18:00	900	\$	\$
1.3.B	Evening Rate 18:01 –Midnight	440	\$	\$
1.3.C	Night time Rate 00:01 – 07:59	140	\$	\$
1.3.D	Weekend and Holiday Rate	200	\$	\$
			Sub-total x 2	

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 2 – OPTION PERIOD 1 – (TWO-YEAR)

Year 3 & Year 4

Marine Atlantic Inc operations run 24 hours 7 days per week in conjunction with the Ferry schedules.				
No.	Description	Estimated Annual Hours	Unit Price Per Hour	SUB-TOTAL
1.1.	Machinist			
1.1.A	Regular Rate 08:00 – 18:00	535	\$	\$
1.1.B	Evening Rate 18:01 –Midnight	250	\$	\$
1.1.C	Night time Rate 00:01 – 07:59	110	\$	\$
1.1.D	Weekend and Holiday Rate	130	\$	\$
1.2.	Welder			
1.2.A	Regular Rate 08:00 – 18:00	415	\$	\$
1.2.B	Evening Rate 18:01 –Midnight	140	\$	\$
1.2.C	Night time Rate 00:01 – 07:59	55	\$	\$
1.2.D	Weekend and Holiday Rate	85	\$	\$
1.3.	Helper			
1.3.A	Regular Rate 08:00 – 18:00	900	\$	\$
1.3.B	Evening Rate 18:01 –Midnight	440	\$	\$
1.3.C	Night time Rate 00:01 – 07:59	140	\$	\$
1.3.D	Weekend and Holiday Rate	200	\$	\$
			Sub-total x 2	

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 3 – OPTION PERIOD 2 – (ONE YEAR TERM)

Year 5

Marine Atlantic Inc operations run 24 hours 7 days per week in conjunction with the Ferry schedules.				
No.	Description	Estimated Annual Hours	Unit Price Per Hour	SUB-TOTAL
1.1.	Machinist			
1.1.A	Regular Rate 08:00 – 18:00	535	\$	\$
1.1.B	Evening Rate 18:01 –Midnight	250	\$	\$
1.1.C	Night time Rate 00:01 – 07:59	110	\$	\$
1.1.D	Weekend and Holiday Rate	130	\$	\$
1.2.	Welder			
1.2.A	Regular Rate 08:00 – 18:00	415	\$	\$
1.2.B	Evening Rate 18:01 –Midnight	140	\$	\$
1.2.C	Night time Rate 00:01 – 07:59	55	\$	\$
1.2.D	Weekend and Holiday Rate	85	\$	\$
1.3.	Helper			
1.3.A	Regular Rate 08:00 – 18:00	900	\$	\$
1.3.B	Evening Rate 18:01 –Midnight	440	\$	\$
1.3.C	Night time Rate 00:01 – 07:59	140	\$	\$
1.3.D	Weekend and Holiday Rate	200	\$	\$
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 1: _____

Table 2: _____

Table 3: _____

Total: _____

Additional Trade Services

Use Table 4 to list companies customarily subcontracted for services the Offeror does not provide.

Upon award the Offeror will update this list upon renewal of subsequent Option periods as identified in Annex "B" Tables 2 and 3.

Table 4 - Subcontractors

ITEM	NAMED SUBCONTRACTORS	LABOUR DESCRIPTION	UNIT PRICE PER HOUR
4.1.			\$
4.2.			\$
4.3.			\$
4.4.			\$
4.5.			\$

Note: The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Marine Atlantic Inc. to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

ANNEX "C"

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 a 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):	\$74.35
Breakfast:	\$14.85
Lunch:	\$19.60
Dinner:	\$31.90
Incidental:	\$ 8.00

ANNEX "D"

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.

Comprehensive General Liability Insurance

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.

- Policy to include waiver of subrogation Rights

Automobile Insurance

Automobile Liability Insurance with Section A Limit **\$5,000,000** inclusive per occurrence for bodily injury, death and damage to property covering all vehicles owned, leased or used by the CONTRACTOR for the Project. Limits can be covered under Umbrella Liability over Standard Automobile form.

Ship Repairers' Liability Insurance

Ship Repairer's Liability Insurance in an amount not less than **\$ 10,000,000** per accident or occurrence. 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.**

Contractors Pollution Liability (CPL) Insurance

- Contractors pollution liability ("CPL") insurance with limits of not less than 5 Million Dollars (**\$5,000,000.00**) per occurrence and in the aggregate to cover sudden & accidental pollution (usually up to 72 hours for discovery) or a "contractors' environmental liability" policy
- Such CPL insurance shall cover claims for bodily injury, property damage, clean-up costs and related legal defence expenses for pollution conditions that result from, or are disrupted by, the services rendered in performance of the Agreement by or on behalf of the Successful Contractor.
- Coverage shall apply to pollution conditions on, at, under, or migrating from the job site(s), and will include extensions for transported cargo, off-site disposal, fines penalties and multiplied damages and will not be restricted by any time element limitations, mould, asbestos, lead based paint, silica or any insured versus insured exclusions preventing MAI from bringing a claim against other insureds.
- If the CPL policy is written on a claims made basis the policy shall contain a retroactive coverage date sufficient to provide coverage for all services to be performed under this Agreement and the Successful Contractor shall provide MAI with proof of renewal for the next three years (3) years following substantial completion of the services contemplated in the Agreement.
- In addition, MAI may require that an Extended Reporting Period and/or Completed Operations extension be purchased at the Successful Contractor's sole expense. The CPL insurance shall include MAI as additional insureds along with any other person or entity who MAI may reasonably require to be added as additional insureds and shall be primary and non-contributory with respect to any insurance otherwise available to MAI or other additional insureds.
- Policy to include waiver of subrogation Rights.
- The Successful Contractor will cause its subcontractors at all tiers to provide insurance as described above and provide evidence of such coverage to MAI. Exceptions to the above requirements will only be approved by written authorization of MAI.

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HAL-1-87157

Id de l'acheteur - Buyer ID
HAL406
N° CCC / CCC No./ N° VME - FMS

ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "F"

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;
