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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

1.2 Summary

The Canadian Coast Guard (CCG) requires the rental of a crane at the Port of Argentia on an **as and when** needed basis. The crane is to be used to launch (lift vessel from a CCG supplied trailer, and lower into the water) and recover (lift the vessel from the water and lower onto a CCG supplied trailer). The operations are to be conducted on the Heavy Lift Pad¹ at the Port of Argentia **as and when** required.

1.3 Debriefings

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

1.4 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The **2008 (2022-03-29)** Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of **2008**, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Arrangements

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

Note: For suppliers choosing to submit using CPC Connect for arrangements closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tps-gc.pareceptiondessomissions-apbidreceiving.pwgsc@tps-gc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tps-gc-pwgsc.gc.ca)

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions **2008**, or to send arrangements through an CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.3 Former Public Servant - Notification

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

2.4 Federal Contractors Program for Employment Equity - Notification

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

2.5 Enquiries - Request for Supply Arrangements

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

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

2.6 Applicable Laws

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

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

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the arrangement be gathered per section and separated as follows:

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

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copy)

Section II: Not used

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 Supplier is simultaneously providing copies of its arrangement 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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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

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, suppliers 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, Suppliers are encouraged to submit arrangements electronically. If hard copies are required, Suppliers 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 Arrangement

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

Section II: Financial Arrangement – not used

Section III: Certifications

Suppliers must submit the certifications and additional information required under Part 5 and Annex “A”

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Arrangement

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 - Insurance

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

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

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

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

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

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5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

Certifications as listed within the attached Statement of Work

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in Annex "A" – Statement of Requirement

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2020 \(2022-01-28\) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.](#)

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

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

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

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

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

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

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

6.5.2 Supplier's Representative

Name Title Telephone E-mail

6.6 Identified Users

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

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2022-01-28), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A - Statement of Requirement
- (d) Annex B - Insurance Requirements
- (e) Annex C – Integrity Provisions – List of Names
- (f) the Supplier's arrangement dated;

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Transition to an e-Procurement Solution (EPS)

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

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

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

B. BID SOLICITATION

6.1 Bid Solicitation Documents

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

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

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

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

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

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
 - **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (h) conditions of the resulting contract.

6.2 Bid Solicitation Process

6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

6.2.2 The bid solicitation will be sent directly to Suppliers.

C. RESULTING CONTRACT CLAUSES

6.1 General

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

For any contract to be awarded using the template:

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

(b) supplemental general conditions

1029 (2018-12-06), Ship Repair

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

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

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

ANNEX "A" - STATEMENT OF REQUIREMENT

1 TITLE

Crane Rental – Launching and Recovering Canadian Coast Guard (CCG) vessels under 70 tonnes at the Port of Argentia, NL.

2 OBJECTIVE

The Canadian Coast Guard (CCG) requires the rental of a crane at the Port of Argentia on an **as and when** needed basis. The crane is to be used to launch (lift vessel from a CCG supplied trailer, and lower into the water) and recover (lift the vessel from the water and lower onto a CCG supplied trailer). The operations are to be conducted on the Heavy Lift Pad² at the Port of Argentia **as and when** required.

All bids are to be submitted in the form of an **all-inclusive hourly rate**³. CCG will compensate the contractor for the time required to conduct all work requested by CCG in 15 minute intervals.

3 BACKGROUND

The CCG has a storage area in Argentia, Placentia Bay, for storing vessels under 70 tonnes while not in service. The services of a Heavy Lift Crane is required to conduct the lifts at the Port of Argentia Heavy Lift Pad. These CCG vessels of various sizes will have a maximum weight of 70 tonnes.

4 REQUIREMENTS

4.1 CRANE REQUIREMENTS; CCG requires the crane to lift various Motor Lifeboats, one at a time, from CCG supplied trailers, and lower them into the water at the Port of Argentia Heavy Lift Pad. The crane is also required to lift the vessels, one at a time, out of the water and lower them on to a CCG supplied trailer, **as and when** required.

All associated costs/fees of the crane rental, such as fuel surcharges, and time required to position the crane at the heavy lift pad are to be included in the **all-inclusive hourly rate**.

The crane must be capable of safely lifting a mass of 75 tonnes⁴ at a horizontal distance of 30m away from the base of the crane⁵. The crane must be capable of raising the load a total of 10m vertically. Due to the total length of the CCG supplied rigging, the crane hook will have to reach a height of 38m above ground level.

² Heavy Lift Pad at the Port of Argentia is defined in Appendix A

³ All-inclusive hourly rate is defined in Appendix B

⁴ Maximum mass of the heaviest MLB is 70 tonnes, plus an additional 5 tonnes for safety factor.

⁵ Maximum horizontal distance required to successfully complete the operation in all cardinal and inter-cardinal wind directions.

Due to CCG Search and Rescue Operations, and the Port of Argentia operations, a confirmed lift date may not be known until 48 hours before the day of the lift.

The Contractor is required to provide contact person and telephone number to be utilized in the event the operation has to be cancelled after hours.

4.2 CRANE OPERATOR: CCG requires the crane to be operated by a Red Seal Certified Mobile Crane Operator. The cost of the crane operator is to be included in the ***all-inclusive hourly rate***.

4.2.1 CRANE OPERATOR ASSISTANT: CCG requires that the contractor supply a Crane Operator Assistant for the duration of the operation. The cost of the crane operator assistant is to be included in the ***all-inclusive hourly rate***.

4.2.2 Launch and Recovery Operations

- Typically, the launch or recovery operation takes four (4) hours.
- Launching Operation will be conducted in strict accordance with the approved CCG ISM procedure. All relevant procedures and work instructions will be provided as a part of the Statement of Work, located within Appendices C & D.
- Recovery Operation will be conducted in strict accordance with the approved CCG ISM procedure. All relevant procedures and work instructions will be provided as a part of the Statement of Work, located within Appendices C & D.

4.3 STEVEDORE REQUIREMENTS; the CCG requires the services of a gang of three (3) Stevedores, and one (1) Stevedore Supervisor to assist with the shore-side operations. The cost of the Stevedores will be included in the ***all-inclusive hourly rate***.

4.4 Forklift Requirements; the CCG requires the services of a Forklift for the launching and recovery operations. The forklift must be capable of lifting and transporting 4,000kg⁶. The cost of the forklift will be included in the ***all-inclusive hourly rate***.

4.4.1 Forklift Operator Requirements: CCG requires the forklift to be operated by a trained and certified forklift Operator. The cost of the crane operator is to be included in the ***all-inclusive hourly rate***.

4.5 Hours of work; the CCG may require the contractor to work long days, or at non-standard business hours. The following table defines the hours of work that the CCG will pay *straight time* (x1.0 the ***all-inclusive hourly rate***), *overtime* (1.5x the ***all-inclusive hourly rate***) and *double time* (2.0x the ***all-inclusive hourly rate***).

Straight time	Monday to Friday inclusive	08:00 to 12:00 13:00 to 17:00
	Overtime	Monday to Thursday inclusive 12:00 to 13:00
	Friday	17:00 to 24:00

⁶ The forklift is required to remove Jersey Barriers located on the Heavy Lift Pad and the vessel storage yard. Jersey Barriers weigh approximately 2,000kg.

Double time	Saturday to Sunday, and holidays regularly observed by the contractors company	00:00 to 24:00
	Monday	00:00 to 08:00

4.6 Personal Protective Equipment Requirements; CCG requires all employees of the contractor to properly wear all the required personal protective equipment to perform their duties and to ensure they have completed proper training in the wear, use, and maintenance of the equipment when performing their duties.

5 TASKS

5.1 Crane Tasks; the Contractor must perform the work as described in **section 4.1 CRANE REQUIREMENTS**, as per the approved ISM procedures in Appendix C. The cost of all crane tasks will be included in the ***all-inclusive hourly rate***.

5.2 Stevedore Tasks; the Contractor must perform the work as described in **section 4.2 STEVEDORE REQUIREMENTS**. The cost of all stevedore tasks will be included in the ***all-inclusive hourly rate***.

6 DELIVERABLES AND ACCEPTANCE CRITERIA

1. Safe lifting⁷ of a CCG vessel from CCG a supplied trailer into the water at the Port of Argentia Heavy Lift Pad, or;
2. Safe lifting of a CCG vessel from the water, on to a CCG supplied trailer at the Port of Argentia Heavy Lift Pad.

7 CCG OBLIGATIONS

CCG will give the Contractor a minimum notice of 48 hours when the crane and personal are required.

Due to CCG operational requirements of the vessels being lifted, the proposed operations cannot have a definite date, but rather only a general timeline. Generally, the launching operations will be conducted in the spring months, and the recovery operations will be conducted in the fall

7.1 Inspection; A complete technical inspection of the crane, or any component there of may be requested by the Technical Authority section of Canadian Coast Guard at the start of the contract, and prior to the start of any rental period for serviceability. The Contractor shall make right at no cost to the crown if rental equipment fails said inspection. Any and all costs or fees to the contractor associated with an inspection shall be included in the ***all-inclusive hourly rate***.

⁷ Safe Lifting is defined by the CCG in Appendix B

8 CONTRACTOR'S RESPONSIBILITY

All costs or fees associated with the requirements in **section 8** shall be borne by the contractor and included in the ***all-inclusive hourly rate***.

The Contractor will be responsible for the following:

- The Contractor shall obtain and maintain all permits, licenses, and certificates of approval that are required for the work to be performed under all applicable federal, provincial, or municipal legislation.
- The Contractor shall provide a copy of all such permits, licenses, and certificates upon awarding of the contract.
- The Contractor shall provide a copy of all such permits, licenses, and certificates upon receiving notice of a lift, as described in **section 7**.
- The Contractor shall be responsible for mechanical repairs, maintenance, replacement of worn tires, and warranty servicing of all equipment rented. CCG will incur no cost while the crane is out of service.
- The Contractor shall provide replacement equipment at least as capable as the equipment it is replacing. The CCG technical authority will decide if the replacement equipment is acceptable to conduct the operation.
- The Contractor will be required to supply all replacement equipment within three (3) hours of the original equipment going out of service.
- All costs and fees associated with any replacement equipment will be included in the ***all-inclusive hourly rate***.
- The Contractor will conduct all required maintenance outside of the straight time hours stipulated in section **4.5**, unless otherwise approved by the CCG technical authority.
- The Contractor shall ensure the crane, fork lift, and all required personnel are present at the Argentia Heavy Lift Pad a minimum of 60 minutes prior to the start of the operation.
- If the CCG Technical Authority approves maintenance, the CCG will not be charged for the time out of service.
- The Contractor shall be responsible for any charges imposed by such legislation or regulations.
- The Contractor shall ensure that all drivers/operators of any vehicles present on the Heavy Lift Pad do not operate a cellular telephone while the vehicle is in motion, or during a lifting operation.

- The Contractor shall ensure that all Stevedores present on the Heavy Lift Pad do not operate a cellular telephone during a lifting operation.

8.1 Contractor's responsibility with respect to Hazardous Waste/Dangerous Goods Incident/Emergency Response; CCG requires the contractor to ensure that all their employees are familiar and comply with Hazardous Waste/Dangerous Goods Incident/Emergency Response policy;

1. In the event of a spill during transportation, the contractor shall be responsible for the immediate cleanup and must notify the PWGSC or CCG Representative and take immediate action to recapture spilled material.
2. Ensure that a quick and effective response to a spill event is possible. Spill response equipment shall be readily available on-site at all times.
3. Response equipment, such as absorbents and open-ended barrels (must be UN performance packaging certified) for collection of clean-up debris, shall be stored in an accessible location onsite. The contractor working on the project shall be knowledgeable about spill response procedures.
4. The contractor must provide a contingency/spill response plan specific to the site work activities. In developing the plan, the Canadian Standards Association publication Emergency Planning for Industry (CAN/CSA-Z731) should be consulted. The plan must be reviewed with all the site workers to enable a quick and effective response to a spill event.
5. All spills or leaks, such as those from machinery or fuel storage tanks, must be promptly contained, cleaned up, and reported immediately to the PWGSC or CCG Representative. The spill must be addressed immediately to the satisfaction of CCG Environmental Response team and the contractor.

9 CCG SUPPORT

9.1 Reference Documents

Contractor will be provided with the following reference materials:

- Appendix A – Maps and Charts of the Port of Argentia, NL
- Appendix B – Definitions of Safe Lift and ***all-inclusive hourly rate***
- Appendix C – Approved ISM Procedures and Checklists
- Appendix D – Vessel Lift Plan
- Appendix E – Tackle Register of CCG Lifting Gear

9.2 Lifting Gear

The CCG will supply the following certified lifting gear:

- Spreader Beams
- Lifting Slings
- Round slings
- Shackles

10 TIME FRAME AND DELIVERY DATES:

As per the details in **Section 7**, the proposed operations cannot have a definite date, but rather only a rough timeline. Generally, the launching operations will be conducted in the spring months, and the recovery operations will be conducted in the fall.

11 TERMINOLOGY

- Canadian Coast Guard – (CCG)
- Estimated Time of Arrival – (ETA)
- Estimated Time of Departure – (ETD)
- International Safety Management System – (ISM)
- Motor Lifeboat – (MLB)

Annex "B" - Insurance Requirements

B1 Ship Repairers' Liability Insurance

1. The Contractor must obtain Ship Repairer's Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Coast Guard and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
 - (c) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

B2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
(Derived from - Provenant de: G2001C, 2008-05-12)

B3. Limitation of Liability

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

Annex "C" – Integrity Provisions – List of Names

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:
List of Names

(a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.

(b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

(c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:

