COR/2016/02301

June 23, 2016

Dear [Redacted]

RE: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File: TW/041/2016)

On June 6, 2016, the Department of Transportation and Works received your request for access to the following records/information:

I would like to obtain all contract info between transportation and works and Heddle marine

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Transportation and Works to provide access to some of the requested information. In particular, access is granted to the following records:

1. Standing Offer Agreement and original work scope that was tendered for fabrication work on provincially owned ferries and associated infrastructure. Department of Transportation and Works base all contracted services for Heddle Marine on this contract.

Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

40. (1) – The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible.

P.O. Box 8700, St. John’s, NL, Canada, A1B 4J6
In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL, A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned by telephone at (709) 729-5351 or by e-mail at FrankWalsh@gov.nl.ca.

Sincerely,

Frank Walsh
ATIPP Coordinator
Department of Transportation and Works
Enclosures
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person's health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including

(i) personal information that is supplied in support of the application for the benefit, or
(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or

(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.
(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42.(1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45(2).
Table of Contents:

- Standing Offer Agreement and original work scope that was tendered for fabrication work on GNL ferries and associated infrastructure. Department of Transportation and Works base all contracted services for Heddle Marine on this contract.
Individual Standing Offer Agreement

Marine Vessels - Onboard Mechanical Fabrication Services

The Government of Newfoundland & Labrador, Department of Transportation & Works, Marine Services Division is seeking to enter into a service contract with an experienced Marine Mechanical Fabrication Company for the various fabricating work onboard the provincially owned passenger ferries in service within the province. This work will be on an as needed, on call basis. This work shall include, but is not limited to:

A. Welding: Perform welding operations using several welding processes including but not limited to:
   - Flux Core Arc Welding
   - Shielded Metal Arc Welding
   - Gas Metal Arc Welding
   - Submerged Arc Welding
   - Metal Inert Gas Welding
   - Gouging
   - Oxy-acetylene
   • Operate Basic Hand Tools and Powered Hand Tools. ie Drills, Disc Grinders etc
   • Operate equipment including:
     • Metal Cutting saws
     • Cutting Torches
     • Drills
     • Material Handling Equipment
     • Grinders

B. Pipefitting which shall include, but not limited to:
   • involving the alignment of metal construction materials (plate, angle, beams, tubes, pipe fittings, etc.) for assembly. They will be required to lay out their own work, burn, and tack weld and be knowledgeable of schematics, blue prints, and layout

C. Machining which shall include, but not limited to:
   • Calculate dimensions and tolerances using knowledge of mathematics and instruments such as micrometers and vernier calipers.
   • Machine parts to specifications using machine tools such as lathes, milling machines, shapers, or grinders.
   • Measure, examine, and test completed units in order to detect defects and ensure conformance to specifications, using precision instruments such as micrometers.
   • Set up, adjust, and operate all of the basic machine tools and many specialized or advanced variation tools in order to perform precision machining operations.
   • Align and secure holding fixtures, cutting tools, attachments, accessories, and materials onto machines.
   • Monitor the feed and speed of machines during the machining process.
D. Fabricating that shall involve, but not limited to, the construction of machines, parts and structures from various raw materials.

E. Mechanical Rebuild that shall involve, but not limited to, the disassembly of mechanical machinery and their components, verify measurements as per manufacturer’s specifications, renew out of spec items, and reassemble to manufacturer’s specification.

The Standing Offer shall be divided into two (2) sections of the province. Area one (1) shall cover all work requirements from the easternmost part of the Island of Newfoundland and Labrador west to the eastern border of Terra Nova National Park. Area two (2) shall cover all other areas of the island portion of the province. Vendors may submit bids on either or both areas. Each area shall be considered a separate contract and may be awarded separately.

The following criteria shall be required in selecting the successful contractor. Documentation confirming items #’s 1, 2, 6, 7, 9 and 11 shall be included with the tender submission. Failure to do so shall result in disqualification. The department reserves the right to request documentation as confirmation of the other listed items at its sole discretion. Documents shall be submitted within five (5) business days after request.

1. **Successful contractor must possess Marine Ship Repairers Liability Insurance of no less than $2,000,000.00.**

2. **The contractor must be approved by one of the regulatory classification societies registered with IACS.**

3. The contractor must follow all provincial OHS regulations and have their workers trained in safe working practices. All employees must wear proper PPE at all times while tasked to specific Marine Division jobs.

4. The contractor shall also follow the Vessel’s SMS guidelines for all work including, but not limited to, Hot work permits, Lockout tag out, etc.

5. Welders must be certified for the position they weld.

6. **The successful company must have confined space training and have the confined space equipment for working with in tanks and for extraction from tanks.**

7. **The successful company must have fall arrest training to allow working aloft. Documentation of this training must be included with the submission.**

8. If other entities are required for tasks such as gas freeing or NDT testing the successful bidder shall be responsible for organizing the work and assuming the role of project manager for that entire job.

9. **The contractor must be Canadian Welding Bureau certified.**

10. Contractor shall be able to respond to service calls after regular business hours (after hours and holiday/weekends) and be able to travel within the island portion of the province.

11. **Contractor must include a Mobile Number that is available 24/7 and is monitored by a person.**

12. The contractor must be able to mobilize staff within 24 hours or less of being tasked to a job.
13. The contractors must have a fabrication shop capable of performing all required work referenced above in Newfoundland. **Vendors are advised that a condition of the award is that the fabrication shop shall be located in each area bid.**

14. Interested bidders shall submit a combined hourly rate for all technicians that will be used for all work.

15. Mileage rates and per diems shall be billed at Government rates.

16. Accommodation while travelling shall be billed to the Department at cost (receipts required).

17. Supplies and parts shall be billed to the Department with a maximum of cost plus 10% (to a maximum of $500). The department reserves the right to request copies of receipts at its sole discretion.

Evaluation:

- This Standing Offer shall be awarded based on the total overall cost of labour \( (TOTAL \ A) \) as per the following formula:

  Total number of hours estimated: 10,000
  
  - Regular hours (10,000 hrs. x 50%) = 5,000 x hourly rate $\_\_\_\_\_\_\_\_\_
  
  - After hours (10,000 hrs. x 30%) = 3,000 x hourly rate $\_\_\_\_\_\_\_\_
  
  - Holiday/weekend (10,000 hrs. x 20%) = 2,000 x hourly rate $\_\_\_\_\_\_\_\_

\[
\text{TOTAL} \quad $\_\_\_\_\_\_\_\_\_ \quad (A)
\]

\( (A) = \text{total estimated cost of all labour} \)
Government of Newfoundland and Labrador

Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: HEDDLE MARINE SERVICE (NL) INC
30 Dundee Avenue
Mount Pearl, NL
A1N 4R7
Canada

BILL TO: Transportation & Works
Marine Div
440 Main St, PO Box 97
Lewisporte, NL A0G 3A0
Canada

Effective Start Date
19-DEC-2014

Effective End Date
31-DEC-2016

Amount Agreed (CAD)

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Blanks, S
DATE: 22-DEC-15
TOTAL: 40115026

Notes:
ISOA # 214050554, REVISION # 1 CREATED TO EXERCISE RENEWAL OPTION.

INDIVIDUAL STANDING OFFER FOR ONBOARD MECHANICAL FABRICATION SERVICES:
FILE # 114018501 - AS PER SPECIFICATIONS ALREADY IN YOUR POSSESSION.

VENDOR CONTACT:
Phone: 709-
Fax: 709-

VENDOR OFFICES LOCATED AT THE FOLLOWING ADDRESSES:
2 NORTHWEST GANDER ROAD (MOBILE UNIT AT THIS LOCATION AS WELL)
30 DUNDEE AVENUE

1. PURPOSE
This Standing Offer Agreement shall permit the Department of Transportation & Works, to purchase on an "as and when required" basis the items listed at the price quoted.

2. PERIOD
This Standing Offer Agreement shall be in effect from date of issue to December 31, 2016.

3. QUANTITY
Quantities and/or Financial Limitations as stated are estimates made in good faith for the period of the Agreement. This Standing Offer Agreement shall be limited to the actual supplies ordered and delivered.

The supplier shall provide only the quantity of an item ordered by the end user, regardless of the manufacturer/supplier's standard packaging.
The successful supplier shall maintain adequate stock to cover requirements when requested.

4. FOB DESTINATION

Prices shall be FOB destination with all transportation charges prepaid by the contractor.

5. PRICING & TAXES

Price(s) quoted SHALL remain unchanged for the agreement period unless otherwise specified.

Vendor hereby certifies that the prices tendered are not in excess of those charged anyone else, including their most favored customer.

Prices are exclusive of HST & GST. Applicable taxes shall be applied at the invoicing stage and are to be listed separately on each purchase invoice. Our HST number is 107442683.

6. INVOICING

Invoice(s) showing standing offer number shall be forwarded to the invoice address as indicated on the purchase order.

It is to be understood that payment of invoices shall be the responsibility of the appropriate consignee, and further understood that the supplier shall hold the Government Purchasing Agency harmless respecting any loss, damage, and non-payment resulting from or related to any order placed by a Provincial Government Department, Corporation, Agency, Board or Authority in the Province with the supplier against any resultant Standing Offer Agreement.

7. AUTHORIZATION FOR DELIVERY

Consignee shall order any required goods using either a "Blanket Release" or "Contract Release".

8. CANCELLATION

This Standing Offer Agreement shall be subject to cancellation by the Government Purchasing Agency with thirty (30) days written notice.

If the successful vendor cancels the contract for any reason, GPA reserves the right to contract with the next lowest bidder meeting the terms and conditions of the original tender call.

9. AMENDMENTS

Written inquiries and requests for clarification shall be accepted up to forty-eight (48) working hours prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. Verbal responses shall not be binding on either party.

To ensure consistency and quality in the information provided to bidders, the Government Purchasing Agency shall provide, by way of amendment to this tender in the form of an addendum to all bidders who have registered to receive amendments, any relevant information with respect to the tender inquiries received in writing.
without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Tender. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work.

Government Purchasing Agency shall publish all amendments to the tendering website at www.gpa.gov.nl.ca. Suppliers may register on the tendering website to receive amendments automatically through email or fax. Suppliers not registered to receive amendments are solely responsible for ensuring they are aware of and have complied with all amendment by tender closing time.

10. PUBLIC TENDER ACT

All tenders are called under the Public Tender Act 1984 and subsequent amendments thereof.

11. ATLANTIC PROVINCES STANDARD TERMS AND CONDITIONS

The Atlantic Standard Terms and Conditions apply to this tender/RFQ and may be obtained from the Government Purchasing Agency, or by way of the internet at: www.gpa.gov.nl.ca.

12. ATLANTIC PROCUREMENT AGREEMENT

This procurement opportunity is subject to the provisions of the Agreement on Internal Trade and Atlantic Procurement Agreement within the defined thresholds.

CANCELLATION

In the event the preferred bidder fails to comply with any or all conditions specified in this tender, the Department reserves the right to follow the three strike rule. First, notification by telephone/fax/email from the Department or designate; second, a formal letter of complaint sent to the preferred bidder; third, written notification of cancellation of the contract within ten (1)

Direct Deposit for Payment

The method of payment to the successful bidder/proponent for any goods or services provided as a result of this procurement opportunity will be direct deposit (other cost effective payment methods may be used for certain international suppliers where banking technologies prevent the use of direct deposit). The successful bidder/proponent should ensure they are enrolled with the Province to receive direct deposit payments. Enrolment forms can be obtained from the Department of Finance web site at: http://www.releases.gov.nl.ca/releases/2014/fin/0808n02.aspx

In accordance with this initiative, businesses and individuals currently receiving cheques have until December 31, 2016 to register to receive payments by direct deposit. Direct deposit enrolment forms can be obtained from the Department of Finance website or from the department responsible for the payment. For any new payment, the only payment method offered will be direct deposit. To enroll for direct deposit, please visit www.gov.nl.ca/fin or call 1-888-729-6199.
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