April 24, 2018

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/160/2017)

On December 19, 2017, the Department of Transportation and Works received your request for access to the following records:

Please provide all correspondence related to the tender call and awarding of the review that looks at the vehicle exiting policy for the Bell Island Ferry.

I am pleased to inform you that a decision has been made by the Deputy Minister of Transportation and Works to provide access to some of the requested information.

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):

Subsection 29 (1)(a) – The head of a public body may refuse to disclose to an applicant information that would reveal (a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;

Subsection 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.

Please note that the enclosed final Request for Proposal was released for public tender in February 2018. The tender has since been awarded.

P.O. Box 8700, St. John’s, NL, Canada, A1B 4J6
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. 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 is 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 Completed Access to Information Requests 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 contact me by telephone at (709) 729-5351 or by email at Deanne Adams@gov.nl.ca.

Sincerely,

[Signature]

Deanne Adams
ATIPP Coordinator
Department of Transportation and Works
Enclosures
Policy advice or recommendations

29. (1) The head of a public body may refuse to disclose to an applicant information that would reveal

(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;

(b) the contents of a formal research report or audit report that in the opinion of the head of the public body is incomplete and in respect of which a request or order for completion has been made by the head within 65 business days of delivery of the report; or

(c) draft legislation or regulations.

(2) The head of a public body shall not refuse to disclose under subsection (1)

(a) factual material;

(b) a public opinion poll;

(c) a statistical survey;

(d) an appraisal;

(e) an environmental impact statement or similar information;

(f) a final report or final audit on the performance or efficiency of a public body or on any of its programs or policies;

(g) a consumer test report or a report of a test carried out on a product to test equipment of the public body;

(h) a feasibility or technical study, including a cost estimate, relating to a policy or project of the public body;

(i) a report on the results of field research undertaken before a policy proposal is formulated;

(j) a report of an external task force, committee, council or similar body that has been established to consider a matter and make a report or recommendations to a public body;

(k) a plan or proposal to establish a new program or to change a program, if the plan or proposal has been approved or rejected by the head of the public body;

(l) information that the head of the public body has cited publicly as the basis for making a decision or formulating a policy; or
(m) a decision, including reasons, that is made in the exercise of a discretionary power or an adjudicative function and that affects the rights of the applicant.

(3) Subsection (1) does not apply to information in a record that has been in existence for 15 years or more.
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.
Direct appeal to Trial Division by an applicant

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).
Hi John,

Attached is the revised draft based on Greg’s feedback for your review and approval. Based on timelines dates need to be established for submission, etc. (see highlighted areas).

Thanks,
Barry

---

From: Cuff, Greg  
Sent: Monday, December 11, 2017 9:54 AM  
To: Fitzgerald, Barry  
Cc: Baker, John (TW); Tremblett, Glenn; English, Tracy; King, Tracy  
Subject: RE: RFP

A couple of comments:

We also must now realize that this risk analysis may be moot where Transport Canada are now concurring with our directive on getting out of the vehicles but where we have made a commitment to complete this analysis so it will go out. It has to cover the risks but also the regulatory requirements we have to follow and where the risks may exist we may have to mitigate these risks in the end due to regulatory requirements.

---

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador
From: Fitzgerald, Barry  
Sent: Friday, December 08, 2017 3:24 PM  
To: Cuff, Greg  
Cc: Baker, John (TW); Tremblett, Glenn; English, Tracy  
Subject: RFP

Greg,

Attached is the revised DRAFT of my comments on the RFP for the risk assessment for the Bell Island Ferry.

Please feel free to edit accordingly. The yellow highlighted areas referencing policy need to be verified (there are only a couple). Also, the document includes all the tracked changes from the last revision. It should only be a matter of accepting changes if you are happy with the content.

Barry
MARINE SERVICES

REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL SERVICES TO CONDUCT A RISK ASSESSMENT FOR THE DEPARTMENT OF TRANSPORTATION AND WORKS MARINE SERVICES BRANCH
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1.0 BACKGROUND

The Department of Transportation and Works, Marine Services Branch is seeking requests for proposals to conduct a Risk Assessment of the Bell Island Ferry service specifically as it relates to the requirement of vacating vehicles while the ferry is in operation. This proposed review will include a number of components including, as a minimum, a review of the following:

- Life Saving Equipment Regulations
- Fire and Boat Drill Regulations
- Vessel Fire Safety Regulations
- SOLAS
- Ship Safety Bulletins

The review will also include conducting site visits as required, staff interviews, documentation review and consultation with regulatory authorities including but not limited to:

- Transport Canada
- Transportation Safety Board
- The Classification Societies responsible for the GNL fleet.

An important goal of this review is to establish and evaluate the understanding of, adherence to, the roles and responsibilities of Transportation and Works compliance with Regulatory requirements and Transportation and Works Policies.

Current practice requires passengers to vacate their vehicles and move to the passenger deck before the vessel is permitted to sail. Some interested stakeholders feel it is reasonable to stay within vehicles during the ferry crossing. It the intention to assess this practice through a formal risk assessment process in an effort to ensure passenger safety as well as compliance to all regulatory requirements.

The final report shall include all regulatory requirements that must be adhered to that is in any way related to passengers on vehicle decks on ferries over 150 gross tons.
2.0 SUMMARY OF REQUIREMENTS

2.1 Scope of Work

Under the direction of the Marine Services Branch of Transportation and Works in consultation with Corporate Safety Division of Transportation and Works, the successful consulting firm (proponent) will be required to conduct a Risk Assessment of the hazards associated with passengers remaining in their vehicles while travelling on the Newfoundland and Labrador ferry fleet. This formal risk assessment should identify the hazards and the resulting risk associated with passengers remaining in their vehicles while the ferry is in transport. The focusing area would consist of the ferries travelling to and from Bell Island, Newfoundland. Within this particular jurisdiction, the reasons why some community passengers feel staying within their vehicles is warranted, along with any relevant regulatory requirements should also be acknowledged and evaluated.

A Final written report acknowledging the hazards, risks and recommending mitigating steps to prevent harm from occurring will be due on or before [insert date], accompanied by a presentation to the Executive of the Department of Transportation and Works summarizing the findings and recommendations.

2.2 Risk Assessment Contents

The risk assessment shall be completed in accordance with a protocol acceptable to the Department of Transportation and Works and will include the following:

- A review of all Transportation and Works documentation related to the policies associated with activities on the vehicle deck
- An identification of the hazards associated with passengers remaining in their vehicles while the ferry is crossing
- An formal assessment of all hazards identified which are associated with passengers remaining in their vehicles while the ferry is crossing to determine the level of risk
- A review of all regulatory requirements associated with passenger safety as they may pertain to the issue of staying in a vehicle while the ferry is crossing, including the following:
  - Life Saving Equipment Regulations
  - Fire and Boat Drill Regulations
  - Vessel Fire Safety Regulations
  - SOLAS
  - Ship Safety Bulletins
- A review of emergency response protocol should evacuation of the ferry be necessary
- An assessment of evacuation protocol including engineering controls such as deluge systems and their impact on passenger safety
- An assessment of how current practices are enforced by TW Marine personnel
• A review of the impact of current enforcement practices on the safety of Marine personnel
• An assessment of the position of stakeholders who feel that staying in the vehicle while the ferry is crossing is not unsafe.
• Consultation with regulatory authorities including but not limited to:
  o Transport Canada
  o Transportation Safety Board
  o Classification societies responsible for the GNL fleet
• A thorough identification of any or all potential situations where staying in a vehicle may outweigh the risk of not doing so.
• A report outlining the risk assessment outcomes and related recommendations

2.3 Deliverables

The proponent would be required as a minimum, to provide the following services during the life of the work:

• Conduct a Risk Assessment in accordance OHS Act and Regulations of Newfoundland and Labrador, and in conjunction with CSA Z1002 Standard “Occupational Health and Safety – Hazard identification and elimination and risk assessment and control”.
• A review of the current Ferry Policy pertaining to section 5.1; Vacating The Vehicle Deck.
• Conduct a review of any pertinent regulatory requirements (some of which are listed above) which may inform the risk assessment process and or any mitigation recommendations.
• Provide immediate notification of any observations findings considered immediately dangerous to life and health to the designated area contact.
• Submission of a draft report of the risk assessment, and its findings.
• Present the findings of the Risk Assessment to the Department Executive.

The Consultant will be required to provide a copy of the draft report on the risk assessment findings at least 2 weeks prior to the due date of the final report. The final report is due

2.4 Responsibilities of the Department

• The Department will provide access to information relevant to the conducting of the Risk Assessment process.
• The Department will identify specific locations to perform the Risk Assessment.
• The Department will provide an individual that will help to assist in any area needed.

Also, to assist in the process, documentation including, but not limited to past accident/incident reports as well as OHS Orders and Directives issued to the Department of Transportation and Works will be provided to the successful proponent.
2.5 Ownership

All materials and information collected and produced shall be the sole property of the Government of Newfoundland and Labrador. No materials shall be published or shared without the explicit written permission of the Government of Newfoundland and Labrador.

2.6 Budget

Budget costs should be detailed and include:

- **Lump Sum** fee inclusive of travel costs, incidental costs and equipment costs required to complete the risk assessment as outlined.
- A breakdown of the level of effort for professional and administrative components of the project should accompany the quote including: number of days of work by each team member to complete the risk assessment; Sub-consultant costs; administrative and analysis costs; estimates and details of other expenses anticipated to carry out the work; total cost of the work.

Qualified Regulatory Marine Consultants are invited to provide an expression of interest on the above noted work. Prospective consultants will be required to provide information indicating that they are qualified to perform the required services. Examples of such documentation may include: Curriculum Vitae for key project staff, brochures, description of similar assignments, and experience in similar conditions. Proposals will be evaluated, in part, by the degree to which the expression demonstrates the consultants' ability to meet the requirements as outlined herein, and in part based on the lump sum audit price and rates supplied for the various technical and non-technical personnel required on the project.

The proposal should indicate a clear understanding of the work to be undertaken and described in the Terms of Reference. Details of the risk assessment methodology should be stated identifying potential information sources. References to sources of data and proposed techniques to be used to produce the risk assessment results should be identified.

A work plan and schedule to complete the risk assessment should be presented in a flow diagram form identifying specific tasks and allocated resources. Critical dates for project tasks should be detailed. Completion date for submission of the final audit report should be no later than [insert date].
3.0 EXPRESSION OF INTEREST PROPOSAL REQUIREMENTS

Proposals shall meet the following requirements:

1. Submission of four (4) copies of their proposal in a sealed envelope clearly marked “Request for Proposal to conduct a Risk Assessment for the Department of Transportation and Works” within ten (14) days of the receipt of this proposal. The body of the proposal should not exceed ten pages excluding appendices. Note: Cost information must be submitted in a separate labelled sealed envelope in the RFP package as per the details listed in Table 1. This is the only area where cost information shall be referenced in the proposal.

2. Consultant proposals shall include, as a minimum, the following sections:

   i. Executive Summary:

      A high level synopsis of the report details.

   ii. Corporate Profile:

      A profile of the company including any advertising, brochures or other print media that highlights the capabilities and achievements relevant to the current work under consideration.

   iii. Project Plan, Schedule, and Cost:

      An outline of project scheduling including milestones (with assumptions) for how the proponent would undertake the project. This should include the level of effort proposed (hours) for each task/phase and the various charge rates associated with the time spent at the tasks identified in the proposal.

   iv. Demonstration of Expertise:

      A clear demonstration of the proponent’s expertise as it relates to risk assessments in a marine services environment.

   v. Past Relevant Experience:

      Qualified Regulatory Marine Consultants must provide the Department with a list of projects that they have been involved in, dealing with risk assessments, and a list containing the names of owners of each such project, the name and contact information of the owners representative that the Department can contact with respect to each such project, the location of each such project and the date(s) of each such project.

   vi. Project Team and Resources:
An outline of the personnel identified for the project including curriculum vitae, and proposed roles and responsibilities of those personnel. The proponent should also identify any other resources it has available to help with implementation of the work.

vii. Innovations:

Proposal of innovations that the consulting firm can bring to the project, whether through OHS knowledge or experiences leveraged on other projects that would lend themselves to the current scope of work are welcome.

As a minimum, consultants are required to provide rates for the following (not including HST):

Lump Sum fee inclusive of travel costs, incidental costs and equipment costs required to complete the project as outlined above including providing draft and final report (6 copies each) and 1 presentation of the risk assessment results and recommendations (presentation to be given to Department Staff/Executive and other stakeholders). Travel costs would include local and air travel for; project startup, project visits to site and the presentation of the risk assessment findings and recommendations.

Hourly fees (exclusive of travel costs but inclusive of equipment costs required to complete any extra tasks outside the original study scope) for any individual retained by the consultant. Examples include:

- Interview facilitators
- Site inspectors
- Documentation reviewers
- Report writers
- Office administrator

Daily travel fees shall be quoted for those personnel noted above and will be inclusive of meals, accommodations, incidentals and site mobilization/demobilization during ongoing project activities.

Consultants are advised the daily fee quoted is inclusive of equipment rentals required to complete typical daily duties. This includes but is not limited to:

- General office equipment including computers and software.
- Other fees for printing and reproduction costs, other support services and contingencies shall be quoted for ongoing project activities.

Mobilization and Demobilization

Mobilization and demobilization costs for personnel to mobilize / demobilize to the sites, outside of the original project scope, will be reimbursed at cost plus 10% administration fee. Mobilization and demobilization costs for non-skilled labour shall not be paid.

Payment for rented vehicles, gasoline for rented vehicles, and other appropriate consumable items, outside of the original project scope, will be reimbursed at invoice cost plus an additional 10% administration cost. Gasoline invoices must include vehicle
license plate number and an odometer reading to be eligible for reimbursement. Invoices must be provided by the consultant to the Department on a monthly basis.

Payment for vehicles owned by the consultant and used on the project will be made at the applicable rate identified in Division 10 of the Department’s Specifications Book. The consultant shall note that the rate stipulated in the Specifications is inclusive of all depreciation, interest, liability insurance, repairs, maintenance, supplies, lubricants, fuels, overhead and profit.

4.0 SUBMISSION DETAILS AND EVALUATION

The Consultant is reminded that a response to the Request for Proposal (RFP) does not bind the parties to a contract.

The Department of Transportation & Works is not responsible for any costs incurred by interested parties for the preparation of their proposals in response to this request for Expression of Interest. Additionally the province shall not be responsible for any liabilities, costs, losses or damages that may be incurred, sustained or suffered by any interested party, prior to or subsequent to, or by any reason of the acceptance or rejection by the Department of any proposal or by reason of any delay in the acceptance or rejection of any proposal.

The Department of Transportation & Works shall have the right in its sole discretion to reject any or all proposals submitted to this Request for Expression of Interest at any time in the process.

The Department of Transportation & Works shall have the right in its sole discretion to cancel in part or in its entirety this Request for Expression of Interest at any time.

All requests for clarification must be received by the Director, Marine Services, Department of Transportation and Works at least five (5) working days prior to the closing date to allow written clarification.

All proposals must remain valid and open for acceptance for not less than ninety (90) calendar days from the closing time of this RFP.

Proposals will be evaluated by a committee formed by the Department of Transportation and Works under the “Guidelines Covering the Hiring of External Consultants” Section 4.3 “Departmental Selection” as per Section 4.5 “Selection Considerations” (available upon request). A summary of the criteria to be used for the purposes of this evaluation is listed in Table 1 below.
Table 1 - Evaluation Criteria

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Methodology (Includes proposed process, work plan and schedule)</td>
<td>25%</td>
</tr>
<tr>
<td>2. Quality of Proposal</td>
<td>15%</td>
</tr>
<tr>
<td>3. Experience and Qualifications</td>
<td>25%</td>
</tr>
<tr>
<td>4. References</td>
<td>10%</td>
</tr>
<tr>
<td>5. Cost (see note below)</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

*Note: Proposals must be submitted as follows:*

A. A sealed, labelled envelope containing the information required for Metrics 1, 2, 3 and 4.
B. A separate, sealed, labelled envelope containing the information required for Metric 5 (Cost).
C. A sealed envelope containing the two envelopes referenced in A and B.

The Department of Transportation & Works shall have the right in its sole discretion to accept any proposal submitted to this Request for Proposal (RFP) and is not limited by the factors of the “Selection Considerations” as identified in the “Guidelines Covering the Hiring of External Consultants”.

**5.0 AGREEMENT AND INSURANCE**

The successful Consultant will be required to sign a Consultant/Client Agreement.

The Consultant must carry at the time of Consultant/Client Agreement signing and during the project’s duration the following insurances:

- Professional liability insurance for an insured amount of not less than $1,000,000.00 with a maximum deductible of $50,000.00.
- Commercial liability insurance, acceptable to the Department, with a minimum limit of $2,000,000.00. Consultant partners must be listed as additional insureds under the Commercial liability insurance coverage. A 30 day notice of cancellation clause must be contained in the Commercial liability insurance.
Response to this Request for Proposals is to be forwarded to:

Deputy Minister
Department of Transportation & Works
c/o Tendering & Contracts
Ground Floor, East Block, Confederation Building
P.O. Box 8700
St. John’s, NL. A1B 4J6

Inquiries regarding scope and technical requirements should be addressed to:

Greg Cuff Director, Marine Services
Marine Services Branch
Department of Transportation & Works
P.O. 8700
St. John’s, NL.
A1B 4J6
So to move this one forward will we just add the first 3 points below and put it out?

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
A0G 3A0  
709-535-6210  
gregcuff@gov.nl.ca

Again I will add my comments. I have no problem with other three.

John

Tracy with regulations currently in place we have few options, especially now that TC have backed our policy having passengers off the deck. BC ferries as recently moved to all passengers off the car decks that do not have access to the disembarkation areas. We can:
Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
AOG 3A0  
709-535-6210  
gregcuff@gov.nl.ca

From: King, Tracy  
Sent: Monday, December 18, 2017 8:21 AM  
To: Cuff, Greg  
Cc: Baker, John (TW); Fitzgerald, Barry  
Subject: Re: RFP for Bell Island Ferry Risk Assessment

Do you have a contact at BC Ferries you could call and see what they do?

Tracy King  
Deputy Minister  
Transportation and Works  
(709)729-3676

The safe way is the only way.

On Dec 18, 2017, at 7:41 AM, Cuff, Greg <GregCuff@gov.nl.ca> wrote:

I believe the plan back then was to put lifts or access to the lounges which would make the doctor’s note statement moot since we would have full access. Once the Gallipoli is complete we will have access to all lounges. What we need though is the policy if the lift is out of service. We have said boat ties up, we have put ambulance service in place, and we have done air service.

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
AOG 3A0  
709-535-6210  
gregcuff@gov.nl.ca

From: Baker, John (TW)  
Sent: Friday, December 15, 2017 4:23 PM  
To: Cuff, Greg; Fitzgerald, Barry; King, Tracy  
Subject: RE: RFP for Bell Island Ferry Risk Assessment
John

From: Cuff, Greg  
Sent: Friday, December 15, 2017 4:16 PM  
To: Baker, John (TW) <JBaker@gov.nl.ca>; Fitzgerald, Barry <BarryFitzgerald@gov.nl.ca>; King, Tracy <TracyKing@gov.nl.ca>  
Subject: Re: RFP for Bell Island Ferry Risk Assessment

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John

From: Baker, John (TW)  
Sent: Friday, December 15, 2017 04:12 PM  
To: Cuff, Greg; Fitzgerald, Barry; King, Tracy  
Subject: RE: RFP for Bell Island Ferry Risk Assessment

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John

From: Cuff, Greg  
Sent: Friday, December 15, 2017 4:10 PM  
To: Baker, John (TW) <JBaker@gov.nl.ca>; Fitzgerald, Barry <BarryFitzgerald@gov.nl.ca>; King, Tracy <TracyKing@gov.nl.ca>  
Subject: Re: RFP for Bell Island Ferry Risk Assessment

---

Greg

From: Baker, John (TW)  
Sent: Friday, December 15, 2017 04:07 PM  
To: Fitzgerald, Barry; King, Tracy  
Cc: Cuff, Greg  
Subject: RE: RFP for Bell Island Ferry Risk Assessment

---

John

John

From: Fitzgerald, Barry  
Sent: Friday, December 15, 2017 3:52 PM  
To: King, Tracy <TracyKing@gov.nl.ca>
Hi Tracy,

Attached as per John’s request is a copy of the latest draft RFP for the Risk Assessment on the Bell Island Ferry. In reading through the detail I wanted to highlight the fact that we are referencing the Vacating The Vehicle Deck section of the Marine Policy Manual as one of the documents to be reviewed as part of the risk assessment process. I just wanted everyone to be aware of the bullets at the bottom of that policy which make provision for those with disabilities who have a doctor’s note where no accessibility is provided to remain in their vehicles. My understanding is that all vessels now have access to the passenger lounges which should make this a moot point.

Barry

5.1 VACATING THE VEHICLE DECK

Passengers must leave their vehicles and move to the passenger deck before the vessel is permitted to sail. Cars must be loaded with enough room between them so that the doors can open and the passengers can get out, in accordance with the vessel loading plan.

Passengers who will not comply with this policy are to be asked to leave their vehicle and are to be informed that the vessel will not sail as long as they stay in their vehicle. As a result, the Captain will be notified, the ferry will not sail and the RCMP/RNC will be called.

With respect to persons with disabilities:

• Those passengers with either a disabled sign in their vehicle or a doctor’s note will be permitted to stay in their vehicles only on those vessels where no accessibility is provided to the passenger deck. These individuals will be advised that, in the case of an emergency, they would be safer on the passenger deck, but may stay in their vehicle if they wish. Assistance is to be provided to those passengers with mobility issues who wish to move to the passenger deck.
• For safety reasons, a detailed list (names, location, and nature of assistance) of passengers staying in their vehicles due to mobility issues is to be forwarded to the Captain prior to sailing. The Captain is not to sail until he/she has received this list.
I would explain ourselves little better on bullet 2 and 3.

Those are my thoughts on it as I think we should have this moving?

John

From: Cuff, Greg  
Sent: Thursday, January 4, 2018 1:15 PM  
To: Baker, John (TW) <JBaker@gov.nl.ca>; King, Tracy <TracyKing@gov.nl.ca>  
Cc: Fitzgerald, Barry <BarryFitzgerald@gov.nl.ca>  
Subject: RE: RFP for Bell Island Ferry Risk Assessment

So to move this one forward will we just add the first 3 points below and put it out?

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
A0G 3A0  
709-535-6210  
gregcuff@gov.nl.ca

From: Baker, John (TW)  
Sent: Monday, December 18, 2017 8:51 AM  
To: Cuff, Greg; King, Tracy  
Cc: Fitzgerald, Barry  
Subject: RE: RFP for Bell Island Ferry Risk Assessment

Again I will add my comments.

John

From: Cuff, Greg  
Sent: Monday, December 18, 2017 8:44 AM  
To: King, Tracy <TracyKing@gov.nl.ca>
Tracy with regulations currently in place we have few options, especially now that TC have backed our policy having passengers off the deck. BC Ferries as recently moved to all passengers off the car decks that do not have access to the disembarkation areas. We can:

---

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
A0G 3A0  
709-535-6210  
gregcuff@gov.nl.ca

---

From: King, Tracy  
Sent: Monday, December 18, 2017 8:21 AM  
To: Cuff, Greg  
Cc: Baker, John (TW); Fitzgerald, Barry  
Subject: Re: RFP for Bell Island Ferry Risk Assessment

Do you have a contact at BC Ferries you could call and see what they do?

Tracy King  
Deputy Minister  
Transportation and Works  
(709)729-3676

The safe way is the only way.

On Dec 18, 2017, at 7:41 AM, Cuff, Greg <GregCuff@gov.nl.ca> wrote:

I believe the plan back then was to put lifts or access to the lounges which would make the doctor’s note statement moot since we would have full access. Once the Gallipoli is complete we will have access to all lounges. What we need though is the policy if the lift is out of service.

---

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works
From: Baker, John (TW)  
Sent: Friday, December 15, 2017 4:23 PM  
To: Cuff, Greg; Fitzgerald, Barry; King, Tracy  
Subject: RE: RFP for Bell Island Ferry Risk Assessment

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John

From: Cuff, Greg  
Sent: Friday, December 15, 2017 4:16 PM  
To: Baker, John (TW) <JBaker@gov.nl.ca>; Fitzgerald, Barry <BarryFitzgerald@gov.nl.ca>; King, Tracy <TracyKing@gov.nl.ca>  
Subject: Re: RFP for Bell Island Ferry Risk Assessment

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From: Baker, John (TW)  
Sent: Friday, December 15, 2017 04:12 PM  
To: Cuff, Greg; Fitzgerald, Barry; King, Tracy  
Subject: RE: RFP for Bell Island Ferry Risk Assessment

---

From: Cuff, Greg  
Sent: Friday, December 15, 2017 4:10 PM  
To: Baker, John (TW) <JBaker@gov.nl.ca>; Fitzgerald, Barry <BarryFitzgerald@gov.nl.ca>; King, Tracy <TracyKing@gov.nl.ca>  
Subject: Re: RFP for Bell Island Ferry Risk Assessment

---

From: Baker, John (TW)  
Sent: Friday, December 15, 2017 04:07 PM  
To: Fitzgerald, Barry; King, Tracy  
Cc: Cuff, Greg
From: Fitzgerald, Barry
Sent: Friday, December 15, 2017 3:52 PM
To: King, Tracy <TracyKing@gov.nl.ca>
Cc: Baker, John (TW) <JBaker@gov.nl.ca>; Cuff, Greg <GregCuff@gov.nl.ca>
Subject: RFP for Bell Island Ferry Risk Assessment

Hi Tracy,

Attached as per John’s request is a copy of the latest draft RFP for the Risk Assessment on the Bell Island Ferry. In reading through the detail I wanted to highlight the fact that we are referencing the Vacating The Vehicle Deck section of the Marine Policy Manual as one of the documents to be reviewed as part of the risk assessment process. I just wanted everyone to be aware of the bullets at the bottom of that policy which make provision for those with disabilities who have a doctor’s note where no accessibility is provided to remain in their vehicles. My understanding is that all vessels now have access to the passenger lounges which should make this a moot point.

Barry

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With respect to persons with disabilities:

- Those passengers with either a disabled sign in their vehicle or a doctor’s note will be permitted to stay in their vehicles only on those vessels where no accessibility is provided to the passenger deck. These individuals will be advised that, in the case of an emergency, they would be safer on the passenger deck, but may stay in their vehicle if they wish. Assistance is to be provided to those passengers with mobility issues who wish to move to the passenger deck.

- For safety reasons, a detailed list (names, location, and nature of assistance) of passengers staying in their vehicles due to mobility issues is to be forwarded to the Captain prior to sailing. The Captain is not to sail until he/she has received this list.
Walsh, Frank

From: Fitzgerald, Barry
Sent: Friday, January 5, 2018 4:08 PM
To: King, Tracy; Cuff, Greg
Cc: Baker, John (TW)
Subject: RE: RFP for Bell Island Ferry Risk Assessment

Will do. I will review and revise the dates for submission and completion of the report.

From: King, Tracy
Sent: Friday, January 05, 2018 4:07 PM
To: Cuff, Greg
Cc: Fitzgerald, Barry; Baker, John (TW)
Subject: Re: RFP for Bell Island Ferry Risk Assessment

When this is ready for me to review it should be actioned to me in TRIM.

Thanks,
Tracy

Tracy King
Deputy Minister
Transportation and Works
(709)729-3676

The safe way is the only way.

On Jan 5, 2018, at 3:03 PM, Cuff, Greg <GregCuff@gov.nl.ca> wrote:

I removed the point in the deliverable section 2.3. From the risk assessment we will generate a new policy on the matter. If all are in agreement we will move forward.


Greg Cuff
Director of Marine Services – Marine Services Division
Department of Transportation & Works
Government of Newfoundland and Labrador
P.O. Box 97
Lewisporte, NL
A0G 3A0
709-535-6210
gregcuff@gov.nl.ca

From: Fitzgerald, Barry
Sent: Friday, December 15, 2017 3:52 PM
To: King, Tracy
Hi Tracy,

Attached as per John’s request is a copy of the latest draft RFP for the Risk Assessment on the Bell Island Ferry. In reading through the detail I wanted to highlight the fact that we are referencing the Vacating The Vehicle Deck section of the Marine Policy Manual as one of the documents to be reviewed as part of the risk assessment process. I just wanted everyone to be aware of the bullets at the bottom of that policy which make provision for those with disabilities who have a doctor’s note where no accessibility is provided to remain in their vehicles. My understanding is that all vessels now have access to the passenger lounges which should make this a moot point.

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<DOC 2017 19048 MARINE SERVICES RFP BELL ISLAND FERRY (December 15 2017)2.docx>
From: Temple, Jennifer
Sent: Wednesday, November 22, 2017 1:41 PM
To: Baker, John (TW) <JBaker@gov.nl.ca>; Cuff, Greg <GregCuff@gov.nl.ca>; Roche, Kerena <KerenaRoche@gov.nl.ca>
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck

I think [REDACTED] and his crew (organization) can provide the service, but I guess he is looking for more details of the work that needs to be completed.

Thanks

Jen

From: Baker, John (TW)
Sent: Wednesday, November 22, 2017 1:28 PM
To: Cuff, Greg; Temple, Jennifer; Roche, Kerena
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck

I thought it was always on? Until I heard what DNV may do for us? And we are not sure of that yet?

John

From: Cuff, Greg
Sent: Wednesday, November 22, 2017 1:24 PM
To: Temple, Jennifer <JenniferTemple@gov.nl.ca>; Roche, Kerena <KerenaRoche@gov.nl.ca>
Cc: Baker, John (TW) <JBaker@gov.nl.ca>
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck

So the RFP is now back on?

Greg Cuff
Director of Marine Services – Marine Services Division
Department of Transportation & Works
Government of Newfoundland and Labrador
P.O. Box 97
Lewisporte, NL
A0G 3A0
709-535-6210
gregcuff@gov.nl.ca

From: Temple, Jennifer
Sent: Wednesday, November 22, 2017 9:13 AM
To: Cuff, Greg; Roche, Kerena

Subject: FW: Risk Assessment - Passengers in vehicles on Vessel Deck

Greg/Kerena,

Any timeline associated with this RFP? Is the RFP ready to be sent?

Jen

Sent: Wednesday, November 22, 2017 9:09 AM
To: Temple, Jennifer
Cc: [redacted]
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck

Jennifer,

As per my email yesterday we have the capabilities to carry out this risk assessment. Someone locally here will take this on this project and will partner with our risk advisory services department internally. Is there a formal RFQ or scope of work that will be issued. The biggest question is what is the timeline for a proposal and delivery of the report. Our risk advisory group presently are very busy but this is something we can do. Send us more details and we can work on a workscope and provide a proposal.

Best regards
for Det Norske Veritas (Canada) Ltd.

Station Manager / Principal Surveyor, Station St Johns

dnvgl.com | LinkedIn

From: Temple, Jennifer [mailto:JenniferTemple@gov.nl.ca]
Sent: Tuesday, November 21, 2017 1:35 PM
To: [redacted]
Subject: FW: Risk Assessment - Passengers in vehicles on Vessel Deck

As per our earlier phone conversation, we (Marine Services) – Transportation and Works are looking at engaging an external provider to conduct a Risk Assessment on the Flanders in Portugal Cove/Bell Island. The purpose of the Risk Assessment would be to determine the risks of passengers staying in their vehicles during transit. A full report would then be provided to Marine Services outlining the findings as a result of the risk assessment.
Is this a service you can provide?

Jennifer Temple
Marine Transportation Services
Safety and Compliance Officer (OHS-3)
PO Box 97 – 440 Main Street
Lewisporte, NL A1V 0B1
JenniferTemple@gov.nl.ca
T:709-535-4090
F:709-535-6245

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*****************************************************************************************************************************************
From: Fitzgerald, Barry  
Sent: Tuesday, November 28, 2017 10:43 AM  
To: Roche, Kerena <KerenaRoche@gov.nl.ca>  
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck  

Hi Kerena,  

Just an FYI that DNV has been sourced for this as we have a standing agreement with them so as for now no further work is required.  

Thanks,  
Barry

From: Roche, Kerena  
Sent: Wednesday, November 22, 2017 3:13 PM  
To: Fitzgerald, Barry  
Subject: FW: Risk Assessment - Passengers in vehicles on Vessel Deck

From: Cuff, Greg  
Sent: Wednesday, November 22, 2017 1:58 PM  
To: Baker, John (TW) <JBaker@gov.nl.ca>; Temple, Jennifer <JenniferTemple@gov.nl.ca>; Roche, Kerena <KerenaRoche@gov.nl.ca>  
Subject: Re: Risk Assessment - Passengers in vehicles on Vessel Deck  

Yes still on meant it had to be completed, we were hoping for an easier route 

From: Baker, John (TW)  
Sent: Wednesday, November 22, 2017 01:27 PM  
To: Cuff, Greg; Temple, Jennifer; Roche, Kerena  
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck  

I thought it was always on? Until I heard what DNV may do for us? And we are not sure of that yet? 

John  

From: Cuff, Greg  
Sent: Wednesday, November 22, 2017 1:24 PM  
To: Temple, Jennifer <JenniferTemple@gov.nl.ca>; Roche, Kerena <KerenaRoche@gov.nl.ca>
CC: Baker, John (TW) <jBaker@gov.nl.ca>

Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck

So the RFP is now back on?

Greg Cuff
Director of Marine Services – Marine Services Division
Department of Transportation & Works
Government of Newfoundland and Labrador
P.O. Box 97
Lewisporte, NL
A0G 3A0
709-535-6210
gregcuff@gov.nl.ca

From: Temple, Jennifer
Sent: Wednesday, November 22, 2017 9:13 AM
To: Cuff, Greg; Roche, Kerena
Subject: FW: Risk Assessment - Passengers in vehicles on Vessel Deck

Greg/Kerena,

Any timeline associated with this RFP? Is the RFP ready to be sent?

Jen

From: [Redacted]
Sent: Wednesday, November 22, 2017 9:09 AM
To: Temple, Jennifer
Cc: [Redacted]
Subject: RE: Risk Assessment - Passengers in vehicles on Vessel Deck

Jennifer,

As per my email yesterday we have the capabilities to carry out this risk assessment. Someone locally here will take this on this project and will partner with our risk advisory services department internally. Is there a formal RFQ or scope of work that will be issued. The biggest question is what is the timeline for a proposal and delivery of the report. Our risk advisory group presently are very busy but this is something we can do. Send us more details and we can work on a workscope and provide a proposal.

Best regards
for Det Norske Veritas (Canada) Ltd.

[Redacted]
Station Manager / Principal Surveyor, Station St Johns

dnvgl.com | LinkedIn
From: Temple, Jennifer [mailto:JenniferTemple@gov.nl.ca]
Sent: Tuesday, November 21, 2017 1:35 PM
To: [redacted]
Subject: FW: Risk Assessment - Passengers in vehicles on Vessel Deck

As per our earlier phone conversation, we (Marine Services) – Transportation and Works are looking at engaging an external provider to conduct a Risk Assessment on the Flanders in Portugal Cove/Bell Island. The purpose of the Risk Assessment would be to determine the risks of passengers staying in their vehicles during transit. A full report would then be provided to Marine Services outlining the findings as a result of the risk assessment.

Is this a service you can provide?

Jennifer Temple
Marine Transportation Services
Safety and Compliance Officer (OHS-3)
PO Box 97 – 440 Main Street
Lewistown, NL A1V 0B1
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T:709-535-4090
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From: Roche, Kerena
Sent: Monday, January 8, 2018 9:05 AM
To: Adams, Deanne
Subject: FW: RFP
Attachments: RE: Passengers in Vehicles

From: Roche, Kerena
Sent: Wednesday, November 15, 2017 10:07 AM
To: Temple, Jennifer <JenniferTemple@gov.nl.ca>
Subject: FW: RFP

From: Cuff, Greg
Sent: Friday, November 10, 2017 10:07 AM
To: Roche, Kerena <KerenaRoche@gov.nl.ca>
Subject: RE: RFP

Have attached the e-mail from the TC Manager in St. John’s

Greg Cuff
Director of Marine Services – Marine Services Division
Department of Transportation & Works
Government of Newfoundland and Labrador
P.O. Box 97
Lewisporte, NL
A0G 3A0
709-535-6210
gregcuff@gov.nl.ca

From: Roche, Kerena
Sent: Thursday, November 09, 2017 3:43 PM
To: Cuff, Greg
Subject: RFP

Hi Greg,

Just dropping you this email as per our phone conversation.

Thanks,

Kerena Roche
OHS Consultant
Department of Transportation and Works
P.O. BOX 8700 St. John’s, NL, A1B A16
PH: 709-729-3077
Greg,

Further to our telephone conversation of Friday, October 16, 2009 with respect to a concern raised by this service over passengers staying in motor vehicles during crossings, I wish to advise you of regulatory references concerning this matter:

1. As you will recall, this issue most recently came to our attention during an inspection on board the MV "Flanders". It was learned that passengers as a matter of routine, stay in their vehicles during this crossing, and often present to vessel deck crews doctor's notes claiming mobility factors as reasons for staying in their vehicles. It is noted that the vessel is fitted with a lift to assist passengers in accessing the passenger lounges from the vehicle deck. It would stand to reason therefore, that if such passengers were able to board these vehicles before embarking onto the ferry, they should also be able to leave them to access the lift. This would seem to negate the need for doctors notes as reasoning for staying in their vehicles.

2. **Cargo, Fumigation and Tackle Regulations** - section 152 of Part 1 prohibits passenger access to an enclosed vehicle deck while the vessel is underway unless:
   1. *the passenger has received expressed permission of the master to enter the deck, if there are no packaged goods on the deck*
   2. *a crew member accompanies the passenger, if there are no packaged goods on deck*
   3. *passengers are directed to return to their vehicles by the master before a vessel docks.*

3. We note in the case of the "Flanders" that from the time of the vessel's construction, the vehicle deck has been protected by a water deluge system in the event of a fire on the vehicle deck in compliance with Part III of TP 2237 and IMO Resolution A123(v). This would seem to categorize this area as a special category space, which would bear similar risks from passenger in vehicle standpoint as those outlined in item 2 above.

4. With required items such as muster list, fire safety plans, lifesaving arrangement plans, signage and directions to muster stations, public address and alarm enunciators and bells, etc. fitted and displayed appropriately through the accommodation and other public spaces on the vessel, how are passengers who remain in their vehicles directed to muster and embarkation stations, or know how to respond to alarms while remaining in their vehicles if there is an emergency?

5. Section 15 (2) of the **Boat, Fire Drill and Means of Exit Regulations** states as follows:

   "(2) If passengers are scheduled to be on board a ship for 24 hours or less and a muster of passengers and crew is not held, the master of the ship must ensure that, immediately before or after the ship embarks on a voyage, a passenger safety briefing is given, by means of an announcement, informing the passengers of the safety and emergency procedures that are relevant to the type and size of the ship.

   (3) The announcement shall specify the location of lifejackets, survival craft and muster stations and shall inform the passengers in each area of the ship of the location of the lifejackets and survival craft that are closest to them and the essential actions they must take in an emergency.

   (4) The master of a ship must ensure that the announcement is made in either official language or in both, according to the needs of the passengers, and that the announcement is made on the ship's public address system or by other equivalent means likely to be heard by all the passengers."
(5) If new passengers embark after a practice muster of passengers and crew has been held on a ship, it is sufficient that, instead of holding another practice muster of passengers and crew, the master of the ship ensures that, before the ship embarks on a voyage, a passenger safety briefing that meets the requirements of subsection (2) is given to the new passengers, in either official language or in both, according to the needs of the passengers.

It begs to be asked then, how is the master of the vessel achieving these tasks when people remain in their vehicles?

Ship Safety Bulletin 06/2002 concerning Passenger Safety Briefings contains a section dealing with how briefings may be conducted on Small Ferries, including car ferries where passengers do not leave their vehicles:

- The deckhand responsible for directing the vehicles may indicate to the passengers the location of both the lifesaving equipment and the instructions on donning lifejackets, or
- The deckhand or fare collector may provide a single page handout providing passengers with the required information, or
- An announcement

In the context of the bulletin, I do not believe the MV "Flanders" would qualify as meeting the requirement of a small ferry. I believe this was intended for single deck vessels without accommodation where passengers have little choice but to stay in their vehicles. The bulletin goes on to say for Large Ferries or Passenger vessels that briefings can be:

- Video on ship's distribution system, or
- Video in terminal prior to boarding, or
- An announcement

Given the above, I submit there is strong regulatory guidance against the practice of passengers remaining in their vehicles during crossings on larger ferries generally, and on the MV "Flanders" in particular. I trust the foregoing serves to advise you. However, if you have any questions, please do not hesitate to contact this office.

Regards,
Jim

James J. Kenny,
Manager, Inspection Services
Transport Canada Marine Safety
10 Bartle's Hill
St. John's, NL A1C 6H8
Contact Info:
Phone: Office 709-772-4207, Cell 709-728-9341
Fax 709-772-0210
email james.kenny@tc.gc.ca

From: [redacted]
Sent: Monday, October 19, 2009 2:47 PM
To: 'Cuff, Greg'  
Cc: [redacted], Kenny, James
Subject: RE: Passengers In Vehicles

Hi Greg, I understood from talking to Jim this morning that he is in the process of researching this issue, so I will defer to him rather than duplicate efforts.

Regards,
Terri,

I was wondering if TCMS has any regulation concerning passenger vessels requiring passengers to get out of their vehicles during vessel crossings. Any help on the subject would be appreciated.

Greg Cuff

Director of Maintenance and Engineering - Marine Transportation Services

Department of Transportation & Works

Government of Newfoundland and Labrador

P.O. Box 97

Lewisporte, NL

A0G 3A0

709-535-6210

gregcuff@gov.nl.ca

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**Walsh, Frank**

From: Roche, Kerena  
Sent: Monday, January 8, 2018 9:06 AM  
To: Adams, Deanne  
Subject: FW: Passengers on vehicle decks

---

From: Roche, Kerena  
Sent: Friday, November 17, 2017 12:54 PM  
To: Temple, Jennifer <JenniferTemple@gov.nl.ca>  
Subject: RE: Passengers on vehicle decks

Would you mind giving me a call when you are free, Greg would like to set up a teleconference if you are free at 2 this afternoon.

Kerena

---

From: Temple, Jennifer  
Sent: Thursday, November 16, 2017 12:34 PM  
To: Roche, Kerena <KerenaRoche@gov.nl.ca>  
Cc: Cuff, Greg <GregCuff@gov.nl.ca>  
Subject: RE: RE: Passengers on vehicle decks

Kerena,

I reviewed the RFP and the policy that Greg cuff sent out is called “Vacating the vehicle deck Returning to the vehicle deck”

I have also forwarded the email that Greg sent out about this to you so you understand how it was communicated to the vessels and the department. Our SMS also has a loading and unloading process and safety directives as well related to the loading and unloading process.

Thanks

Jen

---

From: Roche, Kerena  
Sent: Wednesday, November 15, 2017 10:08 AM  
To: Temple, Jennifer  
Subject: FW: Passengers on vehicle decks

---

From: Cuff, Greg  
Sent: Friday, November 10, 2017 5:14 PM
Hi Greg,
I found this interesting article from BC ferries. I also found the reg dealing with it. I did not know it was actually in the CFTR, but it appears to only apply to "Closed Decks". The thing you would have to consider is if your ferries have open or closed decks. That should have been determined already. Also, if passengers are to remain in cars, in the case of open decks, crew have to be assigned to attend these decks and evacuation plans/Muster list have to include this situation. Bottom line is that permitting passengers to remain in the vehicles means extra crew, changes to plans/procedures and the Master would have to agree to permit it.

http://www.bcferrries.com/about/ceo-message/

From the CFTR's
Closed Vehicle Decks Ponts-garages fermes
152 (1) Every passenger shall keep off a closed vehicle deck on a vessel that is under way unless the passenger (a) has received the express consent of the vessel's master to enter the deck, if there are no packaged goods on the deck; or (b) is accompanied by a crew member, if there are packaged goods on the deck.
(2) Subsection (1) does not apply when passengers are directed to return to their vehicles before the vessel docks.

Ches Cooper
Manager, Lewisporte TCC
Transport Canada, Marine Safety and Security / Government of Canada
7A Road to the Isles, Lewisporte, NL A0G 3A0
ches.cooper@tc.gc.ca / Tel: 709-535-0643
From: Cuff, Greg  
Sent: Friday, November 17, 2017 3:22 PM  
To: Temple, Jennifer <JenniferTemple@gov.nl.ca>; Roche, Kerena <KerenaRoche@gov.nl.ca>  
Subject: RE: Passengers on vehicle decks  

Sounds good

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
A0G 3A0  
709-535-6210  
gregcuff@gov.nl.ca

From: Temple, Jennifer  
Sent: Friday, November 17, 2017 3:20 PM  
To: Roche, Kerena; Cuff, Greg  
Subject: RE: Passengers on vehicle decks  

Kerena,

I called DNV and [REDACTED] so I left a message for him to get back to me, hopefully we will have an answer on Monday regarding a meeting time.

Thanks

Jen

From: Roche, Kerena  
Sent: Friday, November 17, 2017 1:12 PM  
To: Cuff, Greg  
Cc: Temple, Jennifer  
Subject: RE: Passengers on vehicle decks  

Hi Greg,

Jennifer stated she was available for 2 o’clock. You can reach me at 729-2077
From: Cuff, Greg  
Sent: Friday, November 17, 2017 11:15 AM  
To: Temple, Jennifer; Roche, Kerena  
Subject: RE: Passengers on vehicle decks

Maybe also worth your while to touch base with one of the class societies to explain what we are doing as we may be able to sole source this to them. Jennifer may be able to assist with those contacts. This may save some work as they would have the best understanding of what we are looking for.

Greg Cuff  
Director of Marine Services – Marine Services Division  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
P.O. Box 97  
Lewisporte, NL  
A0G 3A0  
709-535-6210  
gregcuff@gov.nl.ca

From: Temple, Jennifer  
Sent: Thursday, November 16, 2017 12:34 PM  
To: Roche, Kerena  
Cc: Cuff, Greg  
Subject: RE: Passengers on vehicle decks

Kerena,

I reviewed the RFP and the policy that Greg cuff sent out is called “Vacating the vehicle deck Returning to the vehicle deck”

I have also forwarded the email that Greg sent out about this to you so you understand how it was communicated to the vessels and the department. Our SMS also has a loading and unloading process and safety directives as well related to the loading and unloading process.

Thanks

Jen

From: Roche, Kerena  
Sent: Wednesday, November 15, 2017 10:08 AM  
To: Temple, Jennifer  
Subject: FW: Passengers on vehicle decks

From: Cuff, Greg  
Sent: Friday, November 10, 2017 5:14 PM
Hi Greg,
I found this interesting article from BC ferries. I also found the reg dealing with it. I did not know it was actually in the CFTR, but it appears to only apply to “Closed Decks”. The thing you would have to consider is if your ferries have open or closed decks. That should have been determined already. Also, if passengers are to remain in cars, in the case of open decks, crew have to be assigned to attend these decks and evacuation plans/Muster list have to include this situation. Bottom line is that permitting passengers to remain in the vehicles means extra crew, changes to plans/procedures and the Master would have to agree to permit it.

http://www.bcferries.com/about/ceo-message/

From the CFTR’s
Closed Vehicle Decks Ponts-garages fermes
152 (1) Every passenger shall keep off a closed vehicle deck on a vessel that is under way unless the passenger (a) has received the express consent of the vessel’s master to enter the deck, if there are no packaged goods on the deck; or (b) is accompanied by a crew member, if there are packaged goods on the deck.
(2) Subsection (1) does not apply when passengers are directed to return to their vehicles before the vessel docks.

Ches Cooper
Manager, Lewisporte TCC
Transport Canada, Marine Safety and Security / Government of Canada 7A Road to the Isles, Lewisporte, NL A0G 3A0
ches.cooper@tc.gc.ca / Tel: 709-535-0643
From: Roche, Kerena
Sent: Monday, January 8, 2018 9:06 AM
To: Adams, Deanne
Subject: FW: Passengers on vehicle decks

From: Roche, Kerena
Sent: Friday, November 17, 2017 3:22 PM
To: Temple, Jennifer <JenniferTemple@gov.nl.ca>; Cuff, Greg <GregCuff@gov.nl.ca>
Subject: RE: Passengers on vehicle decks

Ok, thanks Jennifer. Have a good weekend.

From: Temple, Jennifer
Sent: Friday, November 17, 2017 3:20 PM
To: Roche, Kerena <KerenaRoche@gov.nl.ca>; Cuff, Greg <GregCuff@gov.nl.ca>
Subject: RE: Passengers on vehicle decks

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Subject: RE: Passengers on vehicle decks

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From: Roche, Kerena  
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To: Temple, Jennifer  
Subject: FW: Passengers on vehicle decks

From: Cuff, Greg  
Sent: Friday, November 10, 2017 5:14 PM  
To: Roche, Kerena <KerenaRoche@gov.nl.ca>  
Subject: FW: Passengers on vehicle decks
From: Cooper, Ches [mailto:Ches.Cooper@tc.gc.ca]
Sent: Friday, November 10, 2017 1:48 PM
To: Cuff, Greg
Subject: Passengers on vehicle decks

Hi Greg,
I found this interesting article from BC ferries. I also found the reg dealing with it. I did not know it was actually in the CFTR, but it appears to only apply to “Closed Decks”. The thing you would have to consider is if your ferries have open or closed decks. That should have been determined already. Also, if passengers are to remain in cars, in the case of open decks, crew have to be assigned to attend these decks and evacuation plans/Muster list have to include this situation. Bottom line is that permitting passengers to remain in the vehicles means extra crew, changes to plans/procedures and the Master would have to agree to permit it.

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(2) Subsection (1) does not apply when passengers are directed to return to their vehicles before the vessel docks.

Ches Cooper
Manager, Lewisporte TCC
Transport Canada, Marine Safety and Security / Government of Canada
7A Road to the Isles, Lewisporte, NL A0G 3A0
ches.cooper@tc.gc.ca / Tel: 709-535-0643
Good morning

Steve

Can you please process. Thanks.

Plan takers List Below

- Lloyd’s Register
- Poseidon Marine
- DNVGL
- ABS
- Lloyd’s Register
- DNVGL
- Poseidon Marine

Allswater
Fleetway Inc.
Trinav
LENGKEEK VESSEL ENGINEERING INC.
MARINE SERVICES

REQUEST FOR PROPOSALS

TO PROVIDE PROFESSIONAL SERVICES TO CONDUCT A RISK ASSESSMENT FOR THE DEPARTMENT OF TRANSPORTATION AND WORKS MARINE SERVICES BRANCH
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1.0 BACKGROUND

The Department of Transportation and Works, Marine Services Division is seeking requests for proposals to conduct a Risk Assessment of the Bell Island Ferry service specifically as it relates to the requirement of passengers vacating their vehicles on the vehicle deck while the ferry is in transit. This proposed review will include a number of components including, as a minimum, a review of the following:

- Life Saving Equipment Regulations
- Fire and Boat Drill Regulations
- Vessel Fire Safety Regulations
- Safety of Life at Sea (SOLAS)
- Ship Safety Bulletins

The review will include conducting site visits, staff interviews and a documentation review, as well as consultation with regulatory authorities and health agencies including but not limited to:

- Transport Canada
- Transportation Safety Board
- The Classification Societies responsible for the GNL fleet.
- Eastern Health
- Inclusion NL

An important goal of this review is to establish and evaluate the understanding of, adherence to, the roles and responsibilities of Transportation and Works’ compliance with regulatory requirements and Transportation and Works Policies related to vacating the vehicle deck while the ferry is in transit.

The current practice requires passengers to vacate their vehicles and move to the passenger deck before the vessel is permitted to sail. The Department is seeking an assessment of this practice through a formal risk assessment process to ensure passenger safety as well as compliance with all regulatory requirements. The assessment will also review the potential health impacts of this requirement for passengers with complex medical needs.
2.0 Information Regarding the RFP Process

2.1 General

2.1.1 This RFP competition is open to any person, firm, joint venture, or other legal entity. Sub-consultants are permissible, but any and all sub-consultants must be identified by each Respondent in its proposal and may not be changed by the successful proponent during completion of the Work without the prior written approval of the Department. Proposal evaluations as indicated in this RFP will be based on the overall composition of the respondents complete project team.

2.1.3 Proposals will be evaluated in accordance with Section 5.0 of this RFP.

2.1.4 The closing time and date of this RFP will be as indicated in the tender call or as amended by any addenda issued by the Department.

2.2 Amendments and Cancellation

2.2.1 The Department may without liability, cost or penalty, amend, supplement or cancel the RFP documents by way of addenda. No other statement, whether oral or written, made by the Department or the Client Department, will amend the RFP documents. Respondents shall not rely on any information or instructions from the Department or the Client Department except the RFP documents and any issued addenda.

2.3 Confidentiality and Disclosure of Respondent Information

2.3.1 The Department is subject to the Newfoundland and Labrador Access to Information and Protection of Privacy Act, 2015 ("ATIPPA"), which gives people a right of access to records in the custody or control of the Department, with certain exceptions.

2.3.2 Subject to ATIPPA and except as provided otherwise in this RFP or as required by law, the Department shall treat the Proponent’s Proposal and information gathered in interviews carried out as part of this RFP process as confidential.

2.3.3 The Proponent shall not require the Department or any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFP process.

2.3.4 The Proponent, by submitting its proposal, agrees that the Department may disclose to other Proponents and the public:
  a) the name and address of the Proponents;
  b) The cost of service and/or rates of the successful Proponent;
  c) the name and address of the successful proponent.
2.3.5 The Department may provide the Proposal to any person involved in the review and evaluation of respondent’s proposals on behalf of the Department and may:
   a) make copies of the Proposal; and
   b) retain the Proposal.

In this regard, by responding to this RFP each respondent agrees that each proposal submitted is the property of the Department.

2.3.6 The Department, as required by law, may disclose any information with respect to the Respondents, the Proposals and the RFP Process to any person.

2.4 Confidentiality of Department Information

2.4.1 The Proponents acknowledge and agree that all material, data, information (oral or written), or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Department that the Proponents acquired during the RFP process:
   a) shall remain the sole property of the Department and the Proponents shall treat it as confidential;
   b) shall not be used by the Proponent for any other purpose other than submitting a Proposal in response to this RFP;
   c) shall not be disclosed by the prospective Proponent or Proponents to any person who is not involved in the Proponent’s preparation of its Proposal without prior written authorization from the Department; and
   d) if requested by the Department, shall return the same to the Department no later than ten (10) calendar days after a request by the Department to return the RFP Information.

3.0 SUMMARY OF REQUIREMENTS

3.1 Scope of Work

Under the direction of the Marine Services Division, Department of Transportation and Works, in consultation with the Corporate Safety Division of Transportation and Works, the successful marine consulting firm (proponent) will be required to conduct a risk assessment of the hazards associated with passengers remaining in their vehicles, on the vehicle deck, while travelling on the Newfoundland and Labrador ferry fleet, specifically the Bell Island ferry service. This formal risk assessment should identify the hazards and the resulting risk associated with passengers remaining in versus vacating their vehicles while the ferry is in transit. The final report shall include all regulatory
requirements in relation to passengers remaining on vehicle decks on all ferries over 150 tons.

A final written report acknowledging the hazards, risks and recommending mitigating steps to prevent harm from occurring will be due on or before March 31, 2018, accompanied by a presentation to the Executive of the Department of Transportation and Works summarizing the findings and recommendations. The Bell Island Ferry Users’ Committee will also receive a copy of the presentation after it has been given to the Department.

3.2 Risk Assessment Contents

The risk assessment shall be completed in accordance with a protocol acceptable to the Department of Transportation and Works and will include the following:

- A review of all Transportation and Works documentation related to the policies associated with activities on the vehicle deck.
- An identification of the hazards associated with passengers remaining in their vehicles while the ferry is crossing.
- A formal assessment of all identified hazards associated with passengers remaining in their vehicles while the ferry is crossing to determine the level of risk.
- Identification of the hazards associated with passengers vacating their vehicles while the ferry is in crossing.
- A formal assessment of all hazards identified which are associated with passengers vacating their vehicles while the ferry is crossing to determine the level of risk, including an assessment for those passengers with complex medical needs.
- A review of all regulatory requirements associated with passenger safety as they may pertain to the issue of staying in a vehicle while the ferry is crossing, including the following:
  - Life Saving Equipment Regulations
  - Fire and Boat Drill Regulations
  - Vessel Fire Safety Regulations
  - SOLAS
  - Ship Safety Bulletins
- A review of emergency response protocol should evacuation of the ferry be necessary.
- An assessment of evacuation protocol including engineering controls such as deluge systems and their impact on passenger safety.
- An assessment of whether staying in the vehicle while the ferry is crossing is safe.
- Consultation with regulatory authorities including but not limited to:
  - Transport Canada
  - Transportation Safety Board
Classification societies responsible for the GNL fleet

- A formal assessment of all hazards and associated risk of situations where vacating a vehicle may outweigh the risk of remaining in a vehicle while the vessel is in transit.
- A report outlining the risk assessment outcomes and related recommendations.

3.3 Deliverables

The proponent would be required as a minimum, to provide the following services during the life of the work:

- Conduct a review of any pertinent regulatory requirements (some of which are listed above) which may inform the risk assessment process and or any mitigation recommendations.
- Provide immediate notification of any observations or findings considered immediately dangerous to life and health to the designated area contact.
- Submission of a draft report of the risk assessment, and its findings.
- Present the findings of the Risk Assessment to the Department Executive.

The Consultant will be required to provide a copy of the draft report on the risk assessment findings at least 1 week prior to the due date of the final report. The final report is due March 31, 2018.

3.4 Responsibilities of the Department

The Department will provide access to information relevant to the conducting of the Risk Assessment process including, but not limited to, past accident/incident reports as well as OHS Orders and Directives issued to the Department of Transportation and Works.

3.5 Ownership

All materials and information collected and produced shall be the sole property of the Government of Newfoundland and Labrador. No materials shall be published or shared without the explicit written permission of the Government of Newfoundland and Labrador.
3.6 Budget

Budget costs should be detailed and include:

- **Lump Sum** fee including travel costs, incidental costs and equipment costs required to complete the risk assessment as outlined.
- A breakdown of the level of effort for professional and administrative components of the project should accompany the quote including: number of days of work by each team member to complete the risk assessment; sub-consultant costs; administrative and analysis costs; estimates and details of other expenses anticipated to carry out the work; total cost of the work.

4.0 REQUEST FOR PROPOSAL REQUIREMENTS

Proposals shall meet the following requirements:

1. The Proposal shall be submitted in a sealed envelope or package and clearly marked "Request for Proposal to conduct a Risk Assessment for the Department of Transportation and Works" by February 28, 2018. The Proponent shall submit their proposal digitally using a CD, DVD or a USB portable data storage device. The body of the proposal should not exceed ten pages excluding appendices. Note: Cost information must be submitted in a separate labelled sealed envelope in the RFP package as per the details listed in Table 1. This is the only area where cost information shall be referenced in the proposal.

2. Consultant proposals shall include, as a minimum, the following sections:

   i. **Executive Summary:**

   A high level synopsis of the report details.

   ii. **Corporate Profile:**

   A profile of the company including any advertising, brochures or other print media that highlights the capabilities and achievements relevant to the current work under consideration.

   iii. **Project Plan, Schedule, and Cost**

   iv. **Demonstration of Expertise:**

   A clear demonstration of the proponent’s expertise as it relates to risk assessments in a marine services environment. Examples of such documentation shall include: curriculum vitae for key project staff, brochures, description of similar assignments, and experience in similar conditions.

   v. **Past Relevant Experience:**
Marine Consultants must provide the Department with a list of projects that they have been involved in, dealing with risk assessments, and a list containing the names of owners of each such project, the name and contact information of the owners representative that the Department can contact with respect to each such project, the location of each such project and the date(s) of each such project.

vi. Project Team and Resources:
An outline of the personnel identified for the project including curriculum vitae, and proposed roles and responsibilities of those personnel. The proponent should also identify any other resources it has available to help with implementation of the work.

5.0 SUBMISSION DETAILS AND EVALUATION

The Consultant is reminded that a response to the Request for Proposal (RFP) does not bind the parties to a contract. The Department of Transportation and Works is not responsible for any costs incurred by interested parties for the preparation of their submissions in response to this Request for Proposal. Additionally the province shall not be responsible for any liabilities, costs, losses or damages that may be incurred, sustained or suffered by any interested party, prior to or subsequent to, or by any reason of the acceptance or rejection by the Department of any proposal or by reason of any delay in the acceptance or rejection of any proposal.

The Department of Transportation and Works shall have the right in its sole discretion to reject any or all submissions for this Request for Proposal at any time in the process.

The Department of Transportation and Works shall have the right in its sole discretion to cancel in part or in its entirety this Request for Proposal at any time.

All requests for clarification must be received by the Director, Marine Services, Department of Transportation and Works at least five (5) working days prior to the closing date to allow written clarification. All proposals must remain valid and open for acceptance for not less than ninety (90) calendar days from the closing time of this RFP.

Proposals will be evaluated by a committee formed by the Department of Transportation and Works under the “Guidelines Covering the Hiring of External Consultants” Section 4.3 “Departmental Selection” as per Section 4.5 “Selection Considerations” (available upon request). A summary of the criteria to be used for the purposes of this evaluation is listed in Table 1 below.
Table 1 - Evaluation Criteria

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
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<tbody>
<tr>
<td>1. Methodology (includes proposed process, work plan and schedule)</td>
<td>25%</td>
</tr>
<tr>
<td>2. Quality of Proposal</td>
<td>15%</td>
</tr>
<tr>
<td>3. Experience and Qualifications</td>
<td>25%</td>
</tr>
<tr>
<td>4. References</td>
<td>10%</td>
</tr>
<tr>
<td>5. Cost (see note below)</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
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</table>

*Note: Proposals must be submitted as follows:

A. A sealed, labelled envelope containing the information required for Metrics 1, 2, 3 and 4.
B. A separate, sealed, labelled envelope containing the information required for Metric 5 (Cost).
C. A sealed envelope containing the two envelopes referenced in A and B.*

The Department of Transportation and Works shall have the right in its sole discretion to accept any proposal submitted to this Request for Proposal (RFP) and is not limited by the factors of the “Selection Considerations” as identified in the “Guidelines Covering the Hiring of External Consultants”.

**6.0 AGREEMENT AND INSURANCE**

The successful Consultant will be required to sign a Consultant/Client Agreement.

The Consultant must carry at the time of Consultant/Client Agreement signing and during the project’s duration the following insurances:

- Professional liability insurance for an insured amount of not less than $1,000,000.00 with a maximum deductible of $50,000.00.
- Commercial liability insurance, acceptable to the Department, with a minimum limit of $2,000,000.00. Consultant partners must be listed as additional insureds under the Commercial liability insurance coverage. A 30 day notice of cancellation clause must be contained in the Commercial liability insurance.

Response to this Request for Proposals is to be forwarded to:
Deputy Minister
Department of Transportation & Works
c/o Tendering & Contracts
Ground Floor, East Block, Confederation Building
P.O. Box 8700
St. John's, NL. A1B 4J6

Inquiries regarding scope and technical requirements should be addressed to:

Greg Cuff Director, Marine Services
Marine Services Branch
Department of Transportation & Works
P.O. 8700
St. John's, NL.
A1B 4J6
Slaney, Stephen

From: Slaney, Stephen
Sent: Friday, February 16, 2018 9:11 AM
To: Vickers, Jacqueline; [REDACTED]
Cc: Morrissey, John; Granville, Andre G.; Manning, Paula A.; Waterman, Wade; Tee, Dion; Titford, Randy; Dunford, Joe; Crummey, Jennifer; Skanes, Bill; Morris, Christian; Bruce, Darryl K.; Hiscock, Chris M; Hynes, Dan; Morris, Chris L.; Randell, Kent; Ellsworth, Barry W.; [REDACTED]; Cuff, Greg
Subject: RE: Transportation Tender Notice
Attachments: 10998 - RFP - February 28, 2018.doc

Please see attached Transportation tender notice.

Thank you

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor, East Block
Confederation Building
St John's, NL
Email: slaney@public.gov.nl.ca
Tel: (709) 729-3925
Fax: (709) 729-6729
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF TRANSPORTATION AND WORKS

10998 - Request for Proposals to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

The Government of Newfoundland and Labrador and the Department of Transportation & Works is calling a request for proposals for 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch.

A copy of the RFP may be obtained by emailing a request to stephenslaney@gov.nl.ca or from the address below.

Submissions are to be forwarded to the address below & will be received up to 12:00PM, Noon, February 28, 2018.

Deputy Minister
Dept. of Transportation and Works
c/o Tendering & Contracts
Ground Floor, East Block, Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6
Telephone: 709-729-3786
Facsimile: 709-729-6729
**TENDERING & CONTRACTS**

**DISTRIBUTION OF PLANS AND SPECIFICATIONS**

Report Number: 0038

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<td>275 Slater Street Suite 502 Ottawa ON K1B5H9</td>
<td>709-730-6922, 613-569-5000</td>
<td>2018/02/16</td>
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<td>ALLNORTH CONSULTANTS (TB)</td>
<td>2 Hunt's Lane St. John's NL A1B2L3</td>
<td>709-579-1492, 709-579-1019</td>
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<td>3300 Merriville Hwy Unit 5 Thorold ON L2H1X6</td>
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<td>CONSTRUCTION ASSOCIATION NS (2016)</td>
<td>134 Eileen Stubb Ave. Unit 103 Dartmouth NS B2W1A9</td>
<td>902-468-2267, 902-468-2470</td>
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<tr>
<td>DET NORSKE VERITAS CANADA LTD (TB)</td>
<td>121 Kelsey Drive Suite 200 St John's NL A1B0L2</td>
<td>709-733-3150</td>
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<tr>
<td>FLEETWAY INC. (TB)</td>
<td>95 Bonaventure Avenue Suite 401 St. John's NL A1B2X5</td>
<td>709-722-9060, 709-722-9064</td>
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<td>#306, Terrace on the Square P.O. Box 23169 St. John's NL A1B4A9</td>
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<td>LONGBEAK VESSEL ENGINEERING INC (TB)</td>
<td>215 WATER STREET SUITE 505 ST. JOHN'S NL A1C6C9</td>
<td>709-738-6105, 902-468-2910</td>
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<td>MCGRAW-HILL (2016)</td>
<td>6 Antares Phase II, Suite 203 Ottawa ON</td>
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<td>709-739-4321</td>
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<td>866-754-7060</td>
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<td>709-237-8700</td>
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<td>25 Market Place Stratford ON</td>
<td>519-273-0110</td>
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<td>GRANT THORNTON LLP</td>
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Total Amount Paid
Slaney, Stephen

From: [Redacted]  
Sent: Monday, March 5, 2018 9:02 AM  
To: Slaney, Stephen  
Subject: Re: FW: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

Out of Office Notice

If your matter is urgent, please contact the office [Redacted] between 8:30-5:30 for assistance.

Have a great day.

[Lengkeek Vessel Engineering Inc.]
Received both Addendum 1 & 2 for the below RFP.

Project Assistant
3300 Merrittville Hwy., Unit 5, Thorold, ON L2V 4Y6, Canada

www.woodpc.com

Subject: FW: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

Contractors are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.
Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
Fax: (709) 729-6729

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Hi, Stephen,

Thanks for checking in. Both addenda were confirmed received.

On Mon, Mar 5, 2018 at 7:31 AM, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

Contractors are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.

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Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works

Ground Floor

East Block, Confederation Building

E-Mail: lisawillar@gov.nl.ca

Tel: (709) 729-7292

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Good Morning Stephen,
We confirm receipt of your e-mails with attachments.
Appreciate if you would let us know an Address to which we may Courier the required documents today.

Thanks and Kind Regards

Lloyd’s Register Canada Limited, TD Building, Suite 704, 140 Water Street, St. John’s, NL, A1C 6H6, Canada
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Visit us at Seatrade Cruise Global 2018
Booth #721, Fort Lauderdale, FL
From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]  
Sent: 05 March 2018 09:01  
To:  

Subject: FW: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

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Thank you,

Lisa Willar  
Clerk Typist III  
Tendering & Contracts  
Dept. of Transportation & Works  
Ground Floor  
East Block, Confederation Building  
E-Mail: lisawillian@gov.nl.ca  
Tel: (709) 729-7292  
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All addenda received.

Stephen

Subject: FW: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

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Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
This is confirmation that we have received the Addenda and we are also providing notice that we will not be responding to this RFP.

Thank you.

Grant Thornton LLP
Suite 300 | 15 International Place | St. John's | NL | A1A 0L4
W http://www.grantthornton.ca/

Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our eighth consecutive year!

From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]
Sent: Monday, March 5, 2018 9:01 AM
To: 
Subject: RE: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch
Subject: FW: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

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Thank you,

Lisa Willar
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Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
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ECC LTD. Is in receipt of the two addenda referenced below.

Sent from my iPhone

On Mar 5, 2018, at 9:01 AM, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

Contractors are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.

Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
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Thanks, Addendum received.

Contracts are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.

Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
Dear Mr. Slaney,

This is to acknowledge we have received both Addendums. This is also verified in the propal.

Thank you.

Naval Architects and Engineers

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On Mon, Mar 5, 2018 at 9:01 AM, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

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Confirm receipt of addendums.

Thank you.

Subject: FW: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

Contractors are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.

Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,

Lisa Willar
Clerk Typist III
Tendering & Contracts
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Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we’re drawing your attention to the following links where the full legal wording appears.

- Disclaimer concerning confidential and privileged information/unintended recipient (http://disclaimer.kpmg.ca).
- Disclaimer concerning tax advice (http://taxdisclaimer.kpmg.ca).

If you are unable to access the links above, please cut and paste the URL that follows the link into your browser.
Slaney, Stephen

From: Slaney, Stephen
Sent: Monday, March 5, 2018 9:08 AM
To: Slaney, Stephen
Subject: RE: Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

Received in good order.

[Redacted]

General Manager
Nunatsiavut Marine Inc.

From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]
Sent: March 5, 2018 8:31 AM
To: [Redacted]

Contractors are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.

Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,
Lisa Willar
Clerk Typist III
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
Fax: (709) 729-6729

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Thank you for your email.

To confirm, Noble Denton has received both Addendum 1 and 2.

Thank you and best regards,

Sent from my iPhone
Any typos are courtesy of my mobile device.

On Mar 5, 2018, at 06:32, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

Contractors are reminded of the importance of acknowledgement of addenda. When receiving addenda from Tendering and Contracts via fax or email, please confirm receipt. Failure to acknowledge receipt of addenda could be grounds for disqualification.

Please confirm receipt of Addendums 1 & 2 for project 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch. As of now this project will be closing today, March 5, 2018 at 12:00pm.

Thank you,

Lisa Willar
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Tendering & Contracts
Dept. of Transportation & Works
Ground Floor
East Block, Confederation Building
E-Mail: lisawillar@gov.nl.ca
Tel: (709) 729-7292
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Total Amount Paid
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO. 2

10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to:

Answer the following questions:

Question: “Section 5 refers to “Guidelines Covering the Hiring of External Consultants”. Can you provide a copy of the Guidelines please?”

Answer: Please see attached document

Question: “Section 6 refers to the requirement to sign a Consultant/Client Agreement. Can you provide a draft copy of the Agreement that includes the applicable Terms and Conditions that would apply please?”

Answer: Please see attached document.

Please be advised that we will not be fielding any more inquiries regarding this project from now until closing.

Please be advised that the closing date for the above noted tender has been extended to March 5th, 2018 at 12pm noon.
Contractors are advised to acknowledge receipt of this Addendum with Tendering &
Contracts before tender close.

Stephen Slaney
Tendering and Contracts
Transportation and Works
Ground Floor, Confederation Building
St. John’s, NL A1B 4J6
709-729-3925
Fax: 709-729-6729
stephenslaney@gov.nl.ca
END
February 21, 2018
STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

INSERT PROJECT NAME
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this Insert Day day of Insert Month, Insert Year.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Transportation and Works. ("the Client")

AND: INSERT NAME OF CONSULTANT ("the Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions
   In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:
   
   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Prime Consultant's Work
   The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the "Work").

III. Entire Agreement
   It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

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<tr>
<th>Start Date:</th>
<th>Insert Date</th>
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</thead>
<tbody>
<tr>
<td>Completion Date:</td>
<td>Insert Date</td>
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VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.
HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

Minister of Transportation and Works, or his/her authorized designate

Insert Name of Consultant

Name: Insert
Date: Insert

Name: Insert
Date: Insert
# SCHEDULE "A"

## SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT

## INDEX

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<th>Description</th>
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<td>Part 4</td>
<td>BASIS OF PAYMENT SCHEDULE</td>
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Schedule I ............ Project Description  
Schedule II .......... Basic and other Additional Services Fees  
Schedule III.......... Additional Reimbursement Allowances  
Schedule IV .......... Schedule of the Performance of Consultant Services  
Schedule V .......... Other Conditions of Services
PART 1 DEFINITIONS

1.1 Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees and acquisition costs.

1.2 Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases.

1.3 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

1.4 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

1.5 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

1.6 Project Management Design Administration Manual (PMDA Manual): a manual developed and maintained by the Department of Transportation and Works, Works Branch, for the purpose of presenting standards, guidelines and instructions for the delivery of building projects administered by the Works Branch. Unless otherwise agreed between the parties, the version published on the date of this Contract shall be the version applicable to this Contract.

1.7 Additional Services: means Consulting Services provided that are additional to the Basic Services.

1.8 Basic Services: means Consulting Services as outlined in the PMDA Manual.

1.9 Cost Control Services: means a service to monitor and advice on Project Budget and Construction Budget Forecasts.

1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
PART 2

RESPONSIBILITIES

2.1 PRIME CONSULTANT

.1 The Prime Consultant’s services consist of Basic Services and Additional Services which may be required to perform the Work. The phases of the Prime Consultant’s Basic Services, and Additional Services are listed on Schedule II, and further elaborated in the Project Management and Design Administration (PMDA) Manual of the Department of Transportation and Works.

.2 The Prime Consultant’s services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and sub consultant’s work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client’s requirements, as outlined in the PMDA Manual.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Client’s tendering and contract procedures and administrative practices will be followed in the performance of this phase, as outlined in the PMDA Manual.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant’s service shall be based upon either full responsibility or partial responsibility.

.1 Full Responsibility

.1.1 As outlined in the PMDA Manual, services provided under full responsibility include assessing construction work carried out on or in relation to the project and offering an opinion as to whether or not the construction of the project is in accordance with the contract documents prepared by the Prime Consultant.

.2 Partial Service

.1.1 The scope of this partial service is to be outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings as outlined in the PMDA Manual, and advice concerning issues arising during this period.

.6 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant, as outlined in the PMDA Manual.

.7 The following schedules apply:

Schedule I - Project Description
Schedule II - Basic and Other Additional Services Fees
Schedule III - Additional Reimbursable Allowances
Schedule IV - Other Conditions of Services
2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

.8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the sub-consultant(s) performing the work under the direction of the Prime Consultant.

.9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

The Prime Consultant will provide the Client with a list of its employees and those of its sub-consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of
Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.

3.2 SCHEDULE

.1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule "IV" hereto. The schedule shall incorporate all major design milestones as presented in the PMDA Manual.

.2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

.3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

.1 The Prime Consultant shall provide Cost Control Services in accordance with PMDA Manual.

.2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant’s expense to bring the cost estimate within the approved Project Budget Forecast.

.3 If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

.1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.
The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.

Any increases in the fees payable caused by a material changes or other changes shall be communicated by the Prime Consultant in writing to the Client prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

.1 Any costs resulting from design errors on the part of the Prime Consultant, sub-consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any sub-consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a sub-consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by sub-consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of sub-consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any sub-consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such sub-consultant.

.2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

.1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.

.2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.

.3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client, that is implied shall be deemed to relieve the Prime
Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.

4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

3.7 INSURANCE COVERAGE

.1 The Prime Consultant shall supply written proof of:

.1 Professional liability insurance coverage equal or greater than $250,000 per claim, $500,000 in aggregate for projects under $2 million construction value or $500,000 per claim, $1,000,000 aggregate for projects over $2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.

.2 Commercial liability insurance acceptable to the Client with a minimum limit of $1,000,000.

.2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or on the basis of approved level of effort at agreed per diem rates.

4.2 The Client will pay for Basic Services on the basis of the agreed fixed fee. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.

4.3 The fee for Basic Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".

4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.

4.5 The Client will pay for resident services during construction, when requested based on an agreed fixed fee amount. The fee amount is to include all payroll costs, site-related expenses and allowances as agreed.

4.6 The Client will pay for construction management services when requested on the basis of the level of effort required during project implementation based on an agreed fixed fee.

4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation
of documents and site visits to carry out commissioning activities, as outlined in the PMDA Manual.

4.8 The Client will pay for day-to-day routine expenses such as; long distance charges, reproduction costs, client presentations and submissions, original contract documents (hardcopy), courier services, travel over 50 km from office on an agreed fixed amount. All routine expenses to be charged at cost. Meals, Private Vehicle usage, and incidental expense are to be paid on the basis of Government Rates at time of this Agreement.

4.9 The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - “Additional Reimbursable Allowances”. These allowances require supporting documents to be provided for payment.
SCHEDULE I
PROJECT DESCRIPTION

(Provide concise summary description of project)
SCHEDULE II
BASIC AND OTHER ADDITIONAL SERVICES FEES

- Programming Advisory Services
- Basic Services
  - Concept Design
  - Design Development
  - Contract Documents
  - Tendering & Contract Award
  - Contract Administration
    - Full Responsibility, or
    - Partial Responsibility
- Project Completion Phase and Project Record Drawings
- Other Additional Services:
  - Commissioning
  - Resident Services during Construction
  - Design Services - Segregated Construction Contracts
  - Construction Management - Multiple Contracts
  - Prime Consultant Project Expenses for Above Services

TOTAL BASIC AND OTHER SERVICES FEES

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE
(From Schedule III)

TOTAL SERVICE FEE
(Total Schedule II + III)

Note: Schedule III "Additional Reimbursable Allowances"
SCHEDULE III
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

- Site Surveys $
- Geotechnical Investigations $
- Materials Testing $

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $
SCHEDULE IV
SCHEDULE OF THE PERFORMANCE OF CONSULTANT SERVICES
SCHEDULE V
OTHER CONDITIONS OF SERVICES

(Not applicable unless text is added to this schedule)
SCHEDULE “B”
SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Justice of the Government of Newfoundland and Labrador (the “Department of Justice”) and the Deputy Minister of the Department requesting the Work (the “Deputy Minister”). These Special Terms and Conditions shall not be of any effect unless initialed by both a lawyer assigned by the Department of Justice and the Deputy Minister.

Denise Woodrow, Q.C., General Counsel

Tracy King, Deputy Minister

The Special Terms and Conditions of this Agreement are follows:
As per the Contract terms contained herein

OR

1. No Special Terms and Conditions

Department of Justice

Deputy Minister

Reissued 2017/11/16
## SCHEDULE “C”

### GENERAL TERMS AND CONDITIONS

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SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, $Insert text dollar value (dollars $Insert Numeric Dollar Value) (plus HST) in accordance with the following payment schedule:

(i) Periodic payments – payments paid monthly proportional with the amount of work completed to date.

Payment Option #2 Not Applicable

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation – Hourly Rate

Payment Option #3 Not Applicable

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, $Insert Absolute Limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant’s expenses pursuant to this Agreement shall be made in accordance with either Option A or B below.

Reimbursement Option A

(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can
demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

(i) **Insert Specific Reimbursable Items**

(b) All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

Reimbursement Option B Not Applicable

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 **Payment General**

(a) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in this Agreement.

(b) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 c. F-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(c) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.

(d) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

(e) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.

The Prime Consultant shall submit invoices to:
Department of Transportation and Works
Design and Construction Division (Works)
5th Floor, West Block, Conofed. Building
St. John's, NL A1B 4J6

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work.

2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(c) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including,

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
(iii) the individual's age, sex, sexual orientation, marital status or family status,

(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual's fingerprints, blood type or inheritable characteristics,

(vi) information about the individual's health care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or

(ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.

3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and
this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.

3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005 c. M-1.01, and the Privacy Act, RSNL1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and
electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in the Prime Consultant’s security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule “D” as may be provided to the Prime Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant’s employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “D”.

3.9 The Prime Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized
possession, use or knowledge, or attempt thereof, of Confidential Information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/info/privacybreach.html

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.

4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.

5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client’s facilities.

Article - 6. RECORDS AND AUDIT

6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.
Article - 7. TERMINATION

7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.

7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Transportation and Works
Design and Construction Division (Works)
5th Floor, West Block, Confederation Building
St. John's, NL A1B 4J6
Phone: (709) ###-####
Fax: (709) ###-####
Email: Insert Email for contact

For the Prime Consultant:

Consultant Representative
Consultant Address
Consultant Mailing Address
Phone: (709) ###-####
Fax: (709) ###-####
Email: Insert Email for contact

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant’s Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any sub-consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant’s Representatives in the performance of the Work.

Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 c. A-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant’s liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant’s Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUBCONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client, which consent will not be unreasonably withheld.

15.2 The entry into any subcontract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Prime Consultant should confirm with the Client whether the Prime Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant’s Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant’s sub-consultants that is of a non-confidential nature need not be encrypted.
GUIDELINES COVERING THE
HIRING OF EXTERNAL CONSULTANTS
December, 1992
(Revised 1993 08 13)

Prepared by: Treasury Board Secretariat
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## 6.0 TERMS OF REFERENCE
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1.0 GENERAL

1.1 Authority

Order-in-Council 1233-'85 approved the development and issuance of financial, selection, and contractual guidelines governing the hiring of external consultants. All prior Orders-in-Council, Cabinet Directives, and Treasury Board minutes on this subject are hereby rescinded.

1.2 Application/Scope

These Guidelines are to be followed in all circumstances where a government department directly engages the services of an external consultant. Contracting authorities should recognize that certain aspects of the Guidelines contained in the Contractual Considerations Section may be more applicable to complex, higher value consulting contracts and should be applied with discretion.

1.3 Responsibilities

(a) The Deputy Minister is required to ensure that these Guidelines are followed and if any proposed consulting work does not meet these requirements, it is to be referred to Treasury Board for consideration. It is further recommended, to ensure consistency within and between departments, that a management employee in each department be delegated the day-to-day responsibility by the Deputy Minister to coordinate and administer implementation of these Guidelines. This employee would be responsible for informing the Deputy Minister periodically of compliance with the Guidelines.
(b) Treasury Board Secretariat is responsible for providing interpretation and advice to departments on specific contracts, and to review periodically, or when requested by a Department, the Consultant Guidelines to ensure that they continue to meet the operational and financial objectives of Government.

1.4 Intent

By introducing financial, selection, and contractual guidelines, it is government's intention to:

(a) Provide a measure of departmental operational consistency when engaging the services of external consultants.

(b) Inform departmental management of government policy and regulations.

(c) Encourage management personnel to become more thorough in the preparation of project and administrative documents, e.g. Terms of Reference and Budget Estimates.

(d) Place itself in a favourable position should any court action be necessary to enforce any or all contractual obligations.

(e) Encourage technology transfer from other world centres and the establishment of a strong consulting community here in the Province.
1.5 Definitions

(a) **Acceptable Proposal.** Acceptable is interpreted to mean that a department is able to determine that the quality of the proposals and the technical competence, experience, past performance and work on hand of those consultants submitting proposals are such as to anticipate satisfactory performance.

(b) **Consultant.** An external consultant is deemed to be a private individual, group of individuals, company or institution with a high level of attainment in a professional, scientific, technical or managerial field which is engaged directly by a government department to perform specific work of an advisory nature not covered under the **Public Tender Act.**

(c) **Limited Proposals.** Departments identify the consultants from which they will invite proposals.

(d) **Public Proposals.** Departments place in the media, an open call for proposals. The respondents with appropriate qualifications will be identified and asked to make written and/or oral submissions.

(e) **Fee-for Service:** Applies when a consultant:

(i) is required to be available on an ongoing basis to perform specific tasks, upon request, and paid at an hourly rate or per diem rate (in some cases a retainer may be applicable); or

(ii) is engaged to perform a task which has a high degree of uncertainty relative to its financial and functional scope.
2.0 EXPENDITURE APPROVAL REQUIREMENTS

2.1 General

Before a department initiates any action to call for proposals and select the services of an external consultant, it must have the necessary approval to spend such funds for this purpose.

2.2 Estimate Preparation

(a) Departments must include all current account consultant funding requirements in the Budget Estimate under the main object of expenditure "Professional Services" and capital account funding requirements in approved project related sub-head accounts.

(b) Departments, to the extent possible, should include in their budget submissions detailed information on projects for which proposals from external consultants will be called. The information should include a description of the work to be performed as well as the desired budgetary funding level.

(c) Departments, during the budgetary process, may employ the block funding approach when requesting funds to cover anticipated consultant fees when detailed project information is not available during the preparation of the Estimates.

2.3 Approvals

(a) Approval of a departmental funding level during the budgetary process implies Treasury Board authorization to request proposals from consultants for only those projects or studies which are:
specified in the approved departmental budget, and

- the required consulting work is consistent with the basis on which the budget allocation was approved; and

- and the cost is in accordance with the budgetary provision.

(b) Departments have authority to make expenditures from block funding when:

- the work to be performed is not detailed in the departmental estimates; and

- the associated consultant fees and expenses are not anticipated to exceed $50,000.

(c) Departments must receive Treasury Board approval to make expenditures from block funding when:

- the work to be performed is not detailed in the departmental expenditures and the associated fees are anticipated to exceed $50,000.

(d) Departments must, in all cases, receive specific Treasury Board approval to obtain professional services from a consultant on a fee-for-service basis when:

- the time frame of the agreement exceeds one year.

2.4 Overruns

In cases of contracts awarded at set amounts, departments must receive Treasury Board approval to authorize payments which are in excess of 110 percent, in the aggregate, of approved contractual amounts.
2.5 Referral to Cabinet

Treasury Board retains the right to refer any consultant project for final consideration and approval.
3.0 PROPOSAL REQUIREMENTS

NOTE: At this stage, Departments will already have authority to spend approved funds.

3.1 Policy

It is the intention of Government to employ, to the extent feasible, the practice of requesting multiple proposals when engaging the services of external consultants. Government favours a public request for proposals and encourages departments to use this method whenever it is feasible to do so.

Government appreciates that there may exist circumstances which mitigate against the public calling of proposals, and, consequently, permits departments to deviate from this preferred method. In such cases, departments are to invite proposals from any competent consultants as known to the departments; three proposals being considered as a minimum number.

Furthermore, even though these Guidelines identify practical exceptions and exemptions, departments are cautioned to suspend the public calling of proposals only after serious consideration.

Government funding will be used to encourage the growth of a local consulting community and encourage technology transfer. To this end, firms will be required to indicate the percentage of work which will be performed here in the Province using
the successful firm's own resources or in a sub-contractual arrangement with a Provincial firm. All things being equal, Departments should consider such local information carefully when making their final selection.

3.2 Consultant List

Departments are encouraged to prepare and maintain an up-to-date list(s) of appropriate consultants who have expressed an interest in submitting proposals for government work. The consultant list(s) shall be an item of public knowledge and an updating process be such as to provide opportunities to newer entrants.

3.3 Terms of Reference

Departments must prepare a terms of reference for the work to be performed by the external consultant. This document should assist the department in the planning and management of the work as well as assisting prospective consultants approach the work in a cost effective manner. See Section 5 for further information on this requirement.

3.4 Discretionary Proposals

(a) When engaging consultants on a fee-for-service basis, with charges being on a per diem basis:

- Departments may use their discretion and not request proposals when total fees and expenses are not estimated to exceed $50,000.
- Department are required to have a limited call for proposals when
total fees and expenses are estimated to exceed $50,000.

(b) When engaging consultants for the express purpose of design or project management of the construction or major renovation of a government facility, water and sewer project, or public road:

- Departments may use their discretion and not request limited or public proposals when fees and expenses are not estimated to exceed $100,000.
- Departments may suspend the requirement to request public proposals but must request limited proposals when total consultant fees and expenses are estimated to be in range of $100,000 - $150,000.
- Departments must prepare and advertise a public "Request for Proposals" when total consulting fees and expenses are estimated to exceed $150,000.

If a department deems it impractical to request either type of proposal for those projects in excess of $100,000, it must receive specific Treasury Board approval to suspend the request for proposals.

In situations of multi-phased projects where it is in Government's best interest, a department has discretionary authority to retain the same consultant on all phases without a need to invite proposals for each phase.

3.5 Mandatory Proposals

(a) Departments engaging consultants for all other types of projects or studies
other than those referred to 3.4 must, when the number of consultants permit (i.e. three or more available):

- request limited proposals when the total consultant fees and expenses for a project or study are not estimated to exceed $50,000; or
- prepare and advertise a public "Request for Proposals" when the total consultant fees and expenses for a project or study are estimated to exceed $50,000.

3.6 Suspension of Mandatory Proposals

(a) Departments are authorized to suspend the calling of limited or public proposals when the total consultant fees and expenses are not estimated to exceed $50,000 and:

- there are an insufficient number of consultants (less than three); or
- a pressing requirement does not provide sufficient time.

(b) In circumstances outlined in (a), when the total consultant fees are estimated to exceed $50,000, departments must receive Treasury Board approval to suspend the calling of limited or public proposals.

(c) Where the subject of a project or study requires a high degree of confidentiality, a department must request Treasury Board authority to suspend the requirement to request for proposals.

3.7 Other Considerations
(a) Departments, within the above limitations, may use their discretion in the consideration of unsolicited proposals.

(b) Where it is perceived to be advantageous to Government, departments may disclose the funding level of the project or study to those consultants which are to submit proposals.

(c) Departments are encouraged to avail of the services of the Government Purchasing Agency where efficiencies can be maximized.
4.0 SELECTION APPROVAL REQUIREMENTS

NOTE: It is anticipated that departments, at this stage, have authority to spend approved funds and have met the requirements of Section 3, Proposal Requirements.

4.1 Cabinet Selection

For major projects where total fees and expenses are estimated to exceed $100,000., a department must prepare for Cabinet consideration and selection a paper containing a list of those consultants submitting proposals along with departmental recommendations.

4.2 Selection of Engineering, Design and Architectural Consultants

Notwithstanding Subsection 4.1, appointments of engineering, design and architectural consultants, which would otherwise have been decided by cabinet, shall be decided by a Committee consisting of the Minister of Works, Services and Transportation as Chairperson, and the Ministers of Industry, Trade and Technology, and Justice, with the Committee to choose from a list of consultants prepared by officials in the Department calling proposals. The list is to include as supporting information, the number and value of recent contracts awarded all of the proponents for the specific project. (MC 611-93 refers)

4.3 Departmental Selection

(a) A department has the authority to select the successful consultant when:

- consultant fees and expenses are not estimated to exceed $100,000;

and
requirements of prevailing legislation and these and other relevant
guidelines and regulations are met; and

- in cases where two or more consultants are deemed qualified in
capacity to complete a specific project, the selected consultant has
submitted the lower priced proposal.

(b) Those departments not currently doing so are required to establish a Selection
Committee to develop selection criteria to aid in the objective evaluation of
proposals.

4.4 Treasury Board Referral for Selection

A department must refer its selection of a consultant to Treasury Board for approval
when:

- following evaluation against pre-determined criteria, two or more
consultants are deemed equal in capability to complete a specific
project, and the department wishes to select the consultant which
does not have the lower priced proposal of the two; or

- the selection of a consultant does not meet the requirements of these
and other relevant guidelines and procedures.

4.5 Selection Considerations

Departments are advised to consider, but not be limited to, the following factors
when selecting a consultant:

a) qualifications, background and experience of each person assigned to
the project by the consultant;

b) level of performance displayed by the consultant in previous work of a similar nature and size for this and other departments;

c) level of performance displayed by the consultant in previous work of a similar nature for external organizations;

d) depth of the support services of the firm. For example, if a study is primarily financial management, but with data processing and operations research implications, does the consultant have specialists available to give particular advice on those aspects even though they are not full-time members of the project team?

e) ability of the consultants to measure up to the demands of the task in terms of qualifications, experience, financial stability, reputation, and professional standards;

f) quality of the study plan submitted to the department in terms of logic, method of approach, and comprehensiveness;

g) extent to which the consultant is in harmony with applicable legislation with respect to qualifications, i.e. the Professional Engineers Act, Architect Act, etc.

h) that rates being quoted are not in excess of the fee schedules published by various professional associations.

i) Departments are encouraged to consider opportunities to strengthen or develop local consultant expertise in the Province. Departments
should consult with the Department of Industry, Trade and Technology or the Government Purchasing Agency for the terms of any legislation or regulations that may apply to local preference hiring.

If during the selection process a department requires further information on a consulting firm, it should give strong consideration to obtaining additional documentation from the senior personnel of the firm and/or from the major clients of the firm.
5.0 CONTRACTUAL CONSIDERATIONS

5.1 General

Once a consultant is selected, it is important that a department document its requirements and responsibilities and those of the consultant.

5.2 Documentation Requirements

(a) All agreements for advice and services between government departments and consultants must be in writing, either a contract or a formal Letter of Agreement.

(b) Contracts other than standard form must be reviewed by the Department of Justice before being signed.

(c) Contracts should be signed by both parties before any work is performed.

(d) Without exception, contracts must be signed before any payments can be authorized.

(e) Changes to initial contractual agreements must be in writing and signed by both parties.

5.3 Contractual Signing Authority

A Minister or his/her designate, may sign a contract with a consultant.

5.4 Contractual Components

To ensure consistency in the preparation of actual contract documents, departments are encouraged to include, where applicable, clauses specifying intentions, constraints, responsibilities, etc. in the following matters:
• **Nature and Scope**: A contract should describe in as much detail as possible the nature and scope of the project including adherence to any professional standards or codes. Reference should be made to the date and nature of any interim reports or periodic progress to be attained. The "Terms of Reference" may be referred to and attached as a Schedule to the Agreement if appropriate, and, in this case, it should be stated that the Agreement shall predominate in case of a conflict between the Agreement and Terms of Reference.

• **Financial Implications**: A contract should identify, but not limit itself to:
  1) total contract price and other pertinent pricing information in both words and numbers, including progress, interim or advance payments;
  2) billing and payment arrangements;
  3) expenses, for example, travel, accommodations, postage, etc.; and
  4) adherence to professional fee schedule.

• **Time Frame of Contract**: The department should stipulate:
  1) the period of time for which the contract is in effect; or
  2) the delivery of the product which brings the contract to conclusion.

• **Termination of Contract**: Both parties should fully understand the conditions under which the contract is terminated: completion of work, non-performance by either party, lapse of specific time frame, etc.; and the type and time of any Notice requirement. Reference should be made to:
  1) is compensation limited to payment for satisfactory work done to the date of termination at the rates provided in the contract with no
compensation for consequential loss? and

2) commitments made which, at the time of termination, cannot be revoked, for example, advance payments, retainers and leasing of equipment.

- **Delays:** The Parties should agree upon their responsibility, if any, in the event of delays caused by mechanical breakdowns, slow performance, strikes, lockouts, acts of God, etc.

- **Definitions:** The contract should provide explicit definitions of important terms or trade usage expressions so as to avoid misunderstandings.

- **Ownership of Acquired or Prepared Materials:** If a work project is of the nature whereby materials of any kind are acquired or prepared, the contract should specify ownership, copyright and patent rights, whether copies may be retained, and acknowledge credits to be included in any publications.

- **Confidentiality of Information:** Both parties to the contract must be aware of the sensitivity of the subject matter and of contractual constraints regarding the disclosure of any information, materials, etc. collected or prepared during the course of a project.

- **Record Keeping Requirements:** If Government (as an employer) wishes to audit the working or financial records of the consultant, or to inspect, supervise or direct any aspect of the project, the contract should stipulate the conditions, for example, access method, type of records, retention period, etc. necessary to satisfy Government’s right.

- **Government Indemnification:** Departments must ensure that Government is
not held liable for injuries or damages caused by or to consultants, or held responsible for other pertinent liabilities except as stated in the contract.

- **Re-assignment of Work:** Sub-contracting of the work in total or in part must be approved in advance by a department which engaged the consultant.

- **Employment Status:** For the sake of clarity, it should be noted that any individuals engaged in a consultant capacity are not considered to be Government employees.

- **Address of Parties:** Both parties should designate an address to which correspondence can be delivered and considered legally accepted by the other party.

- **Scope of the Contract:** Both parties to the contract must specify the documents which comprise the total agreement and make specific reference to pertinent documents external to the contract (include as schedules where possible).

- **Adherence to Legalities:** It is implied in any contract that a consultant, or for that matter any party, shall not break, or cause to be broken, any laws in the performance of his/her contractual obligations.

- **Applicable Courts:** The contract should state any preferred procedure for resolving disputes arising from the contract, such as a procedure for arbitration and if the consultant is external to the Province, the contract must stipulate whether the provincial laws and courts of Newfoundland shall apply or those of a different jurisdiction.

- **Non-Performance:** A contract should stipulate a legal position should an act
of God, for example, fire or flood, make it impossible for one or both parties to perform.

- **Holdbacks:** Departments must withhold all or a portion of a consultant fee until such time as they are satisfied that the work has been properly completed and is judged acceptable.
6.0 ELEMENTS OF A "TERMS OF REFERENCE"

6.1 Terms of Reference

A "Terms of Reference" may include, but is not limited to, the following elements:

a) The background - a statement outlining the situation leading to the requirement.

b) The objective - a statement describing what is to be achieved.

c) The scope - a description of the range, extent, and bounds of the work, and where appropriate, the parameters or indicators by which satisfactory completion is judged.

d) Details of any constraints imposed, such as government policies and standards, current and proposed related activities, security, sensitivity to other interests, protection of the environment, conservation of resources, and other relevant restrictions.

e) Details of available client support and client responsibilities.

f) The manner in which work documents shall be presented and the number of copies required of each.

g) A time schedule for the completion of each stage of the work and for the entire work.

h) Financial limitations of the project budget and breakdown within which the work shall be performed.

i) Progress report requirements and other control procedures to be applied by the client agency during the work.

j) Approval and acceptance requirements relating to performance of the several stages and of the work as a whole.
<table>
<thead>
<tr>
<th>Section</th>
<th>Phase I - Expenditure Approval</th>
<th>Total Value of Consultant Fees and Expenses</th>
<th>Level of Approval Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Approval Sub-Section 2.3 (a)</td>
<td>No further expenditure approval required for projects specified in approved Estimates.</td>
<td>No limit</td>
<td>Department</td>
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<td>Block Funding Sub-Section 2.3 (b&amp;c)</td>
<td>Unspecified expenditure from Block funding.</td>
<td>less than $50,000 greater than $50,000</td>
<td>Department Treasury Board</td>
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<table>
<thead>
<tr>
<th>Phase II - Proposal Requirements and Selection</th>
<th>At least 3 Proposals Required</th>
<th>Public Call for Proposals Required</th>
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<tbody>
<tr>
<td>Discretionary Call for 3 Proposals Sub-Section 3.4</td>
<td>Department</td>
<td>Discretionary Yes</td>
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<tr>
<td>3 Consultants engaged under a fee for service agreement, on a per diem basis</td>
<td>less than $50,000 greater than $50,000</td>
<td>Department</td>
</tr>
<tr>
<td>4 Consultants engaged in project design and management on government facility, water and sewage systems, local roads</td>
<td>less than $100,000 $100,000 - $150,000 greater than $150,000</td>
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<tr>
<td>Mandatory Call for Proposals Sub-Section 3.5</td>
<td>Department</td>
<td>Discretionary Yes</td>
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<td>5 Call for proposals when time constraints permit and there are a sufficient number of consultants (3 or more).</td>
<td>less than $50,000 greater than $50,000</td>
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<td>6 Call for proposals when time constraints do not permit, or there is an insufficient number of consultants (2 or less).</td>
<td>less than $50,000 greater than $50,000</td>
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<td>Selection Section 4.0</td>
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<td>7 Authority to select a consultant.</td>
<td>greater than $100,000 less than $100,000</td>
<td>Cabinet or Ministerial Committee</td>
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Subject to limitations in Sub-Sections 4.2, 4.3, & 4.4
Slaney, Stephen

From: [redacted]
Sent: Monday, February 26, 2018 4:53 PM
To: Slaney, Stephen
Subject: RE: Addendum #2 10998 Risk Assessment

Thanks

From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]
Sent: Monday, February 26, 2018 3:38 PM
To: [redacted]
Cc: Cuff, Greg <GregCuff@gov.nl.ca>
Subject: Addendum #2 10998 Risk Assessment

FYI

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor, East Block
Confederation Building
St John's, NL
Email: stephenslaney@gov.nl.ca
Tel: (709) 729-3925
Fax: (709) 729-6729

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Thank you!

On Mon, Feb 26, 2018 at 2:38 PM, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

FYI

*Stephen Slaney*

Program Co-Ordinator

Tendering & Contracts

Dept. of Transportation & Works

Ground Floor, East Block

Confederation Building

St John’s, NL

Email: stephenslaney@gov.nl.ca

Tel: (709) 729-3925

Fax: (709) 729-6729
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Hi Stephen,

From this point forward can you please send any RFP’s and associated addendums directly to myself and copied herein, instead of the generic office email address.

Thank you,

---

**Naval Architects and Engineers**

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---

**FYI**

**Stephen Slaney**

Program Co-Ordinator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor, East Block
Confederation Building
St John’s, NL
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Thanks Stephen.

Hi [redacted], will do from now on.

Steve

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor, East Block
Confederation Building
St John’s, NL
Email: stephenslaney@gov.nl.ca
Tel: (709) 729-3925
Fax: (709) 729-6729

Hi Stephen,

From this point forward can you please send any RFP’s and associated addendums directly to myself and [redacted] copied herein, instead of the generic office email address.

Thank you,
From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]  
Sent: Monday, February 26, 2018 4:08 PM  

To:  

Cc: Cuff, Greg  

Subject: Stjohns: Addendum #2 10998 Risk Assessment  

FYI  

Stephen Slaney  
Program Co-Ordinator  
Tendering & Contracts  
Dept. of Transportation & Works  
Ground Floor, East Block  
Confederation Building  
St John's, NL  
Email: stephenslaney@gov.nl.ca  
Tel: (709) 729-3925  
Fax: (709) 729-6729  

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**GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**

**Department of Transportation and Works**

**TENDERING & CONTRACTS**

**DISTRIBUTION OF PLANS AND SPECIFICATIONS**

**Report No.: 0038**

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**Tender Desc.:** 10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

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<td>2 Hunt's Lane St. John's NL A1B2L3</td>
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<td>#306, Terrace on the Square P.O. Box 23169 St. John's NL A1B4V9</td>
<td>709-330-6462 709-579-7515</td>
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<td>LENGKEEK VESSEL ENGINEERING INC (TB)</td>
<td>215 WATER STREET SUITE 505 ST. JOHN'S NL A1C6C9</td>
<td>709-738-6105 902-468-2910</td>
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<td>6 Antares Phase II, Suite 203 Ottawa ON K2E8A9</td>
<td>888-836-6623</td>
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<td>709-237-8700</td>
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<td>ENGLOBE CORP</td>
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<td>GRANT THORNTON LLP</td>
<td>Suite 300, 15 International Place St. John's NL A1A0O4</td>
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<td>2018/02/21</td>
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Total Amount Paid
DEPARTMENT OF TRANSPORTATION AND WORKS

ADDENDUM NO. 1

10998 - RFP to provide Professional Services to conduct a Risk Assessment for the Department of Transportation and Works, Marine Services Branch

1. PRECEDENCE

This addendum shall form an integral part of the contract specification to be read in conjunction therewith. This addendum shall take precedence over all forms of the aforementioned specification with which it may prove to be at variance or may be otherwise be qualified in writing by authorized personnel.

2. GENERAL

The general conditions and all documents issued with this specification shall apply to govern all phases for the work covered by this Addendum.

3. PURPOSE

The purpose of this Addendum is to:

Provide contractors with clarification on the following:

Question: “In Section 3.2 it states “a review of all Transportation and Works documentation related to the policies associated with activities on the vehicle deck.” Is there a way to quantify this statement with the number of documents? Or possible a document list of all the associated documents?”

Answer: “There are two TW sections in the SMS for review
1. Section 6.3.1 consisting on one page
2. Section 7.3 consisting of 6 pages”

Question: “Given the proposal is due 28-Feb-2018 and assuming awarded one week later, 7-Mar-2018. The draft report is to be completed by 23-Mar-2018; that would leave 2 weeks to do this work. This appears to not be sufficient time to conduct a formal risk assessment in line with the requirements outlined in the RFP. Please clarify the schedule for the project such that the effort and deliverables can be suitable scaled”

Answer: “We can extend the draft report being due to 30 days after official award of RFP”
Contractors are advised to acknowledge receipt of this Addendum with Tendering & Contracts before tender close.

Stephen Slaney  
Tendering and Contracts  
Transportation and Works  
Ground Floor, Confederation Building  
St. John’s, NL A1B 4J6  
709-729-3925  
Fax: 709-729-6729  
stephenslane@gov.nl.ca  
END  
February 21, 2018
Thanks, addendum received.

From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]
Sent: Wednesday, February 21, 2018 3:07 PM
To:

Cc: Cuff, Greg <GregCuff@gov.nl.ca>
Subject: Addendum #1 10998 Risk Assessment

Please see attached

Steve

Stephen Slaney
Program Co-Ordnator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor, East Block
Confederation Building
St John’s, NL
Email: stephenslaney@gov.nl.ca
Tel: (709) 729-3925
Fax: (709) 729-6729

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Received, thank you!

Project Assistant
3300 Merrittville Hwy., Unit 5, Thorold, ON L2V 4Y6, Canada

www.woodplc.com

From: Slaney, Stephen [mailto:StephenSlaney@gov.nl.ca]
Sent: Wednesday, February 21, 2018 2:07 PM
To:

Cc: Cuff, Greg <GregCuff@gov.nl.ca>
Subject: Addendum #1 10998 Risk Assessment

Please see attached

Steve

Stephen Slaney
Program Co-Ordinator
Tendering & Contracts
Dept. of Transportation & Works
Ground Floor, East Block
Confederation Building
St John's, NL
Email: stephensfaney@gov.nl.ca
Tel: (709) 729-3925
Fax: (709) 729-6729

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Please click http://www.woodplc.com/email-disclaimer for notices and company information in relation to emails originating in the UK, Italy or France.
Hi Stephen;

Can you add me to the communication list for this RFP?

Cheers,

401-95 Bonaventure Avenue, St. John's, NL, Canada, A1B 2X5

FLEETWAY inc.
Good afternoon Stephen,

We have received the Notice of RFP, the RFP document, and Addendum #1 for this project. Can you please add [redacted] and myself, [redacted], to the distribution list for information and updates on this RFP. 

If you have any questions please let us know.

Best regards,

[redacted]

Best regards
for Noble Denton Marine Services

[redacted]

Marine Manager – USA
Noble Denton Marine Services
DNV GL - Oil & Gas

www.dnvgl.com | LinkedIn
Thank you! Add #1 received.

Regards,

On Wed, Feb 21, 2018 at 2:06 PM, Slaney, Stephen <StephenSlaney@gov.nl.ca> wrote:

Please see attached

Steve

**Stephen Slaney**

Program Co-Ordinator

Tendering & Contracts

Dept. of Transportation & Works

Ground Floor, East Block

Confederation Building

St John’s, NL

Email: stephenslaney@gov.nl.ca

Tel: (709) 729-3925
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