



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet Snow Removal North Sydney	
Solicitation No. - N° de l'invitation MA021-200032/A	Date 2020-07-09
Client Reference No. - N° de référence du client MA021-20-0032	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-219-11020	
File No. - N° de dossier HAL-0-85052 (219)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-28	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Richard, Linda K.	Buyer Id - Id de l'acheteur hal219
Telephone No. - N° de téléphone (902) 402-9059 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MARINE ATLANTIC INC. 65 MEMORIAL DRIVE NORTH SYDNEY NOVA SCOTIA B2A0B9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation

MA021-200032

Client Ref. No. - N° de réf. du client

MA021-20-0032

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-0-85052

Buyer ID - Id de l'acheteur

hal219

CCC No./N° CCC - FMS No./N° VME

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION28

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Annex "A" – Statement of Work.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia the email address is:

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

Facsimile: 902-496-5016

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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

2.6 Bid Challenge and Recourse Mechanisms

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

2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Marine Atlantic North Sydney, 65 Memorial Drive on July 21, 2020. The site visit will begin at 10:00 a.m. ADT.

Bidders must communicate with the Contracting Authority no later than **July 20, 2020 at 10:00 a.m.** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1.	Statement of confirmation as listed in Annex C. Confirmation Contractor meets the minimum mandatory equipment requirements.
2.	Table of Equipment as listed in Annex C. Provide an overview of any equipment and machinery you intend to use for the services to be performed.
3.	Contractor contact information as listed in Annex D. Provide an overview of proposed personnel that will be completing the services as listed in the Statement of Work.

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex E Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from November 1, 2020 to October 31, 2022 inclusive.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional periods under the same conditions. Option Period 1: November 1, 2022 to October 31, 2024; and Option Period 2: November 1, 2024 to October 31, 2025. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Linda Richard
Title: Acting Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row
Halifax, Nova Scotia B3J 1T3

Telephone: 902-402-9059
Facsimile: 902-496-5016
E-mail address: linda.k.richard@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (Please complete)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

For the Work described in the Statement of Work in Annex A :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices are to be emailed within 30 days of work completed.

2. Each invoice must be supported by:
 - a. Location of work: (Terminal, 65 Memorial Drive, MV Highlanders, MV Blue Puttees, MV Atlantic Vision, MF Leif Ericson)
 - b. Date work was carried out;
 - c. Type of work completed and equipment used.
 - d. The starting time at each location and time of completion of work for each location, together with the number and types of equipment used.

3. Invoices must be distributed as follows:
 - a. The original must be emailed to invoices@marine-atlantic.ca.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2020-05-28), General Conditions - Services (Medium Complexity) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex F, Insurance Requirements;
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"

STATEMENT OF WORK

The Contractor will supply all labour, material and equipment to provide snow clearing, snow removal and ice control at Marine Atlantic Inc. ("MAI"). This will provide a safe and unobstructed surface to pedestrian and vehicular traffic and access to services provided on MAI property.

A.1 Locations

Marine Atlantic Inc. ("MAI") requires the statement of work to be supplied at the following sites in North Sydney, NS:

1. 149 Prince Street - Terminal
2. 65 Memorial Drive – Administration building

Marine Vessels as requested:

1. Atlantic Vision
2. Highlanders
3. Blue Puttees
4. Leif Ericson

MAI reserves the right to add or remove MAI locations, and vessels.

A.2. Coordinating Work

1. MAI - Point of Contact(s)

MAI will appoint an individual to act as the MAI POC. The offeror shall ensure that all Services are coordinated with the MAI POC or their designate.

2. Contractor – Point of Contact(s)

The Contractor shall appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the Deliverables. They will be responsible for coordinating all work efforts and shall ensure single point accountability for all work performed.

A.3. Requirements – Marine Atlantic Terminal, 149 Prince Street, North Sydney

1. Snow clearing and ice control are to include areas such as in front of the Ticket Booth and the denied lane, the service road (Prince Street), stevedore building, maintenance shop, approaches, loading ramps, employee parking lot and the parking lots of the terminal.

2. When snow is being cleared during a snowfall, for the purpose of maintaining access, snow may be stockpiled in location(s) agreed upon by MAI POC until the snowfall has subsided at which time the stockpiled snow shall be removed.
3. Removing snow and ice, supply and spread salt and sand mix as required for ice control after snow clearing and during icy conditions. (Sodium Chloride (salt) 90.72KG (200LB) with 1.529m3 (2cu.yd) of sand), or ice melt to prevent slippery conditions on all roads, driveways, sidewalks, walkways, parking areas, trucking/loading areas, vehicle entrances and exits, storm sewers, manholes, door entrances and exits etc. All pathways and areas around fire hydrants must be kept clear and accessible.
4. The contractor must sign in and sign out before and after each snow removal/ice control operation. The sign in and sign out record sheet will be at Security desk located in the terminal. The Contractor must sign this sheet, record the time and have it witnessed by the Security person on duty. When the snow removal/ice control operation is complete, the Contractor must sign the record sheet again and have it witnessed. This record will be used to verify the progress billings sent in by the contractor.

A.4. Requirements – Marine Atlantic Administration Building, 65 Memorial Drive, North Sydney

1. Clear and remove snow and ice from the parking lots, fenced compound area and the generator area at the side of the building to provide a safe and unobstructed surface for pedestrians and vehicular traffic on MAI property. This will include all sidewalks, entrance doors, emergency exits and loading doors on all sides of the building.
2. The work may be conducted without call out by MAI POC or may be requested by the MAI POC if required.
3. Salting and sanding of the parking areas may be conducted upon receipt of a call from the MAI POC.
4. The work will be scheduled so that parking areas at 65 Memorial Drive are cleared by 7:00AM daily.
5. Snow will only be banked in areas designated by MAI POC.
6. Removal of snow from site upon completion of plowing operation will only be at the request of MAI POC.
7. Ice Melt and sand only, must be used to control icy conditions on any concrete portions of entry/exit and walkways. No "Salt" must be used on any concrete portions to control icy conditions. Contractor will be responsible to maintain and store ice melt in bins/storage containers at entrance/exit points for ice conditions when required.

8. The Contractor must sign in and sign out before and after each snow removal/ice control operation. The sign in/sign out record sheet will be with MAI's representative located at Security at the main entrance of the building located at 65 Memorial Drive. The Contractor must sign this sheet, record the time of day and have the entry witnessed by the Security person on duty. When the snow removal/ice control is complete, the Contractor must sign the record sheet again and have it witnessed. This record is used to verify the progress billings sent in by the Contractor.

A.5. Vessel Requirements

1. Upon the request of MAI POC, snow clearing and ice control (Salt Only) may be required on MV Highlanders, MV Leif Ericson, MV Blue Puttees and the MV Atlantic Vision.
2. The Contractor must sign in and sign out before and after each snow removal/ice control operation. The sign in/sign out record sheet will be with MAI's representative at the Security desk located in the Terminal. Before beginning any snow removal/ice control operation, the Contractor must sign this sheet, record the time of day, and have the entry witnessed by the Security person on duty. When the snow removal/ice control operation is complete, the Contractor must sign the record sheet again and have it witnessed. This record will be used to verify the progress billings sent in by the Contractor.

A.6. Contractor Requirements

1. Equipment operators will be qualified and experienced.
2. All Contractor employees will receive the required safety training by MAI Health Safety & Environment (HSE) team to include power line hazard and site orientations.
3. All Contractor employees must wear personal protective equipment meeting all applicable standards and codes when on MAI property. This would include:
 - a. CSA approved hard hat (Class E, Type II)
 - b. CSA approved protective footwear
 - c. CSA approved High Visibility Clothing
 - d. Approved hearing protection during loading and off-loading operations aboard the vessel.
4. All Contractor employees will receive the required site orientation by Terminal Management or designate which will be verified by HSE.
5. Any contracted employee shall have proof of orientation and familiarization of applicable MAI policies and procedures prior to gaining access to any of MAI facilities or vessels.

A.7. Equipment Requirements

1. All equipment must be licensed and inspected by the authority having jurisdiction for the service for which it is used.

2. All heavy equipment must be equipped with flashing beacon, front and rear light and back up alarm.
3. All equipment will be in good repair and provide safe operation.
4. Equipment will not be left running unattended.
5. Rubber tired power equipment only will be used for snow clearing operations.

A.8. Services and Requirements (Terminal and Administration Building)

1. Contractor must be responsible to monitor the site and provide regular inspections of the premises to ensure that snow removal and de-icing activities are undertaken when required and when requested by MAI POC to prevent the formation of hazardous snow or ice conditions.
2. Snow clearing operations will commence when 1 CM (approximately 1/2") of snow has accumulated; when drifting necessitates such action and/or when deemed necessary by the MAI POC.
3. Salt and sand mixture for ice control on parking lots shall be spread by means of mechanical spreader. The mechanical spreader shall be set up such that no salt/sand mixture is thrown on adjacent properties or cause damage to parked vehicles. In areas which are not accessible by mechanical spreader, hand spreading will be used.
4. Snow shall only be banked in areas designated by MAI POC. At no time will snow be piled against the building exterior shell, in front of any doors, loading areas or handicap parking areas, blocking views of traffic, against fences, fire lanes, muster stations, light standards or fire hydrants; or on landscaped areas.
5. In any event, removal and banking of stockpiled snow shall commence not later than four hours after snow has ended and shall continue uninterrupted until all snow has been removed.
6. Under the direction of the MAI POC, excess snow may be relocated to an approved location as designated by MAI POC.
7. Execute work with least possible interference or disturbance to occupants, public and the normal use of premises.
8. Snow removal operations must continue without let up until all areas have been cleared.
9. MAI POC will inform the Contractor when banked snow creates a hazard.
10. Manual shovelling will only be done where motorized equipment cannot be operated.

11. Debris from Contractor's activities such as discarded containers will not be left or stored at the site.
12. If MAI POC requests a meeting with the Contractor, the Contractor shall comply within 4 hours of receiving phone call/email.
13. The Contractor will be responsible for any damage incurred during the execution of work of this contract at no expense to MAI and repair damage to the satisfaction of the MAI POC. Damage to curbs, fencing, lawn areas, etc shall be repaired in the spring, during the month of May. Damage which affects the building services, such as hydrants and steps, shall be repaired immediately. If the Contractor does not comply with these time limits the MAI POC can obtain another company to carry out the work and deduct the total cost of the work from the last invoice submitted by the Contractor.

A.9. Hours of work

1. Snow removal and de-icing will be carried out twenty-four (24) hours per day, seven (7) days per week. Access to Emergency Vehicles MUST be maintained at all times.
3. Normal hours of work for the terminal is a 24 hours per day / 7 days per week and the normal hours of work for the Administration building is 7:00am to 10:00pm.

A.10. Other Information

1. MAI reserves the right through the term of the contract to inspect the equipment and support facility operated by the Contractor. Such inspections will be conducted solely at the discretion of MAI. Inspections will be scheduled at a mutually convenient time by giving the Contractor no less than 24 hours advance notice.
2. The Contractor shall not refuse any call for service requested by the MAI POC. Time between call out and start of work shall not exceed one hour unless otherwise instructed.
3. Snow must not be piled higher than the reach of the bucket on equipment.
4. MAI reserves the right to deny a Contractor's employee from coming on site.

Pre-Conditions of Award

1. Insurance
2. WCB
3. Business Registry
4. Driver's license / equipment operators license and police background checks
5. Inspection of equipment and operation facility

-
6. All Contractors will be required to meet and/or exceed the requirements set forth under MAI's Safety and Environment Management Systems.
 7. Contractors shall submit an HSE plan for review and approval by the HSE Department. Where a plan cannot be provided, Contractor will be required to review all applicable MAI policies and procedures and sign off having done so.

ANNEX "B"

BASIS OF PAYMENT

Regular Hours Snow clearing, snow removal and de-icing will be carried out twenty-four (24) hours per day, seven (7) days per week. Access to Emergency Vehicles MUST be maintained at all times.

Emergency or Urgent Service Call pricing is included in the monthly rate and is the same service as Service Call except the Offeror's on-site response must be within 1 hour of receiving the request. Non-emergency service call shall be provided within 3 hours from receiving the request. Service Call commences when the supplier arrives onsite.

Pricing Periods for this requirement will be:

Initial period: 2 years - November 1, 2020 to 31 October 2022
1st Optional period: 2 years - November 1, 2022 to 31 October 2024
2nd Optional period: 1 year - 1 November 2024 to 31 October 2025

Service Calls:

Service Call pricing is included in the monthly price for each person responding to a request for service and it includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to perform the first hour of on-site productive labour for one service representative. Service Call pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

All pricing to perform the work as described in the Statement of Work at Annex A, is to be included and accounted for within the pages of this attachment and is to be submitted as your financial proposal at the time of bid closing. The submitted price will be inclusive of all fuel, labour, profit, overhead, snow removal, plowing, loading, transporting of snow to snow dump and snow dump operations. Additional costs for these tasks will not be considered. The price shall not include salting and sanding. If any equipment has broken down during clearing or removal operations, no submitted price for that time or the operator's time will be approved.

Bid Evaluation:

1. The price of the bid will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded, FOB destination including Canadian customs duties and excise taxes included.

The Financial Evaluation Total will be used for evaluation purposes only and does not represent a commitment on the part of MAI.

The Offeror MUST complete the Monthly Fee (A) column for all line items in the below Tables 1, 2 and 3. Calculate the total by adding up the Monthly Fees.

The Offeror MUST complete the Hourly Rate (C) column and Total (D) column. Calculate the total by adding up the prices in column (D). Complete Table total cost for Tables 1, 2 and 3.

The Offeror **MUST** complete the Price Per Tonne column for all line items in Table 4.

NOTE: All equipment pricing must include labor rates of an operator. Estimated hours is for evaluation purposes only. In the event the Total Evaluated Price is not correctly calculated the unit rate will prevail. Hourly rates will only be used if and when work is required in the months of May to October.

Table 1 - INITIAL TWO YEAR CONTRACT

November 1, 2020 to 31 October 2022

Item	Month	Monthly Fee (A)		
1.1	November			
1.2	December			
1.3	January			
1.4	February			
1.5	March			
1.6	April			
1.7	Subtotal			
1.8	Subtotal x 2 = Total			
Item	Description – Includes Operator	Estimated Hours (B)	Hourly Rate (C)	Total (B x C)=(D)
1.9	Loader	5	\$ _____	\$ _____
1.10	Dump truck	5	\$ _____	\$ _____
1.11	Bobcat	5	\$ _____	\$ _____
1.12	Pick up truck	5	\$ _____	\$ _____
1.13	9.5FT Rubber V-blade	5	\$ _____	\$ _____
1.14	Subtotal			\$ _____
1.15	Subtotal x 2 = Total			\$ _____

Table 1 Total Cost = (Total in line 1.8 + Total in line 1.15) \$ _____

Table 2 – OPTION PERIOD 1 – 2 YEARS

November 1, 2022 to 31 October 2024

Item	Month	Monthly Fee (A)		
1.1	November			
1.2	December			
1.3	January			
1.4	February			
1.5	March			
1.6	April			
1.7	Subtotal			
1.8	Subtotal x 2 = Total			
Item	Description – Includes Operator	Estimated Hours (B)	Hourly Rate (C)	Total (B x C)=(D)
1.9	Loader	5	\$ _____	\$ _____
1.10	Dump truck	5	\$ _____	\$ _____
1.11	Bobcat	5	\$ _____	\$ _____
1.12	Pick up truck	5	\$ _____	\$ _____
1.13	9.5FT Rubber V-blade	5	\$ _____	\$ _____
1.14	Subtotal			\$ _____
1.15	Subtotal x 2 = Total			\$ _____

Table 2 Total Cost = (Total in line 1.8 + Total in line 1.15) \$ _____

Table 3 – OPTION PERIOD 2 – 1 YEAR

November 1, 2024 to 31 October 2025

Item	Month	Monthly Fee (A)		
1.1	November			
1.2	December			
1.3	January			
1.4	February			
1.5	March			
1.6	April			
1.7	Subtotal			
Item	Description – Includes Operator	Estimated Hours (B)	Hourly Rate (C)	Total (B x C)=(D)
1.9	Loader	5	\$ _____	\$ _____
1.10	Dump truck	5	\$ _____	\$ _____
1.11	Bobcat	5	\$ _____	\$ _____
1.12	Pick up truck	5	\$ _____	\$ _____
1.13	9.5FT Rubber V-blade	5	\$ _____	\$ _____
1.14	Subtotal			\$ _____

Table 3 Total Cost = (Total in line 1.7 + Total in line 1.14) \$ _____

FOR EVALUATION PURPOSES:

Total – Table 1 = \$

Total – Table 2 = \$

Total – Table 3 = \$ _____

GRAND TOTAL = \$ _____

Table 4.

Item	Description	Price per Tonne
4.1	Salt / Sand Mix – Spread (Sodium Chloride (salt) 90.72KG (200LB) with 1.529m ³ (2 cu. Yd) of sand)	\$ _____
4.2	Sand (Only) – Spread	\$ _____
4.3	Salt (Only) – Spread	\$ _____

ANNEX "C"

TABLE OF EQUIPMENT

Mandatory Equipment List

No.	Class	Minimum Number
1.	Loader with bucket. Bucket must be between 10-12 cubic yards	1
2.	Loader with blade	3
3.	AMI blades to be used among traffic and tight areas	2
4.	Dump truck with salt spreader and blade	1
5.	Skid-Steer Loader ("Bobcat") for small or narrow areas	1
6.	Pick up truck with salt spreader and blade	2
7.	Pick up truck with blade	1
8.	9.5FT Rubber V-Blade	1

NOTE: The equipment required and recommended by the Contractor must be either owned by the Contractor or leased/rented by the Contractor under a formal agreement with a leasing company. If the Contractor proposes to obtain some or all of the equipment from other sources, such as another contractor or service provider, this will be viewed as a sub-contract by MAI and a formal sub-contract agreement must be presented in the Offeror's submission.

	Statement of Confirmation	
	Contractor confirms the mandatory minimum equipment requirements are met.	
	Name / Title:	
	Signature:	
	Date:	

Solicitation No. - N° de l'invitation
MA021-200032
Client Ref. No. - N° de réf. du client
MA021-20-0032

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-0-85052

Buyer ID - Id de l'acheteur
hal219
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

CONTRACTOR CONTACT INFORMATION

	Name	Role	Phone	Email
1.				
2.				
3.				
4.				
5.				

ANNEX "E" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX F

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named

Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.