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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and Insurance Requirements.

### 1.1 Summary

- 1.1.1 Marine Atlantic Inc. (MAI) requires a supplier to provide a total environmental and hazardous waste management solution for its operations, including Vessel and Shore Maintenance. This will include the handling, transportation, and disposal of waste petroleum-related products and other hazardous waste produced by vessel and shore-based operations.

The requirement is to provide these services at Port aux Basques, NL port, or North Sydney, Nova Scotia, and potentially, but infrequently, at Marine Atlantic's Argentia, NL location. Vendors may offer services to all areas or restrict their offer to a selected area(s).

The Standing Offer is for a period of two years from November 15, 2020 to November 14, 2022 with two optional periods. Option Period 1 from November 15, 2022 to November 14, 2024; and Option Period 2 from November 15, 2024 to November 14, 2025.

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1.1.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

## 1.2 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## 1.3 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

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## 2.2 Submission of Offers

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.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

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

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

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

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

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of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

#### **2.4 Enquiries - Request for Standing Offers**

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the

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question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

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

## 2.6 Bid Challenge and Recourse Mechanisms

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer 2 hard copies  
Section II: Financial Offer 1 hard copy  
Section III: Certifications 1 hard copy

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

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

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

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

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

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

- 1) 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 Offer**

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

#### **Section II: Financial Offer**

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

1.	Vendors must provide their Nova Scotia Provincial Waste Carriers Number (or other province as applicable)
2.	All vendors must confirm that they use UN certified containers for disposal of Hazardous Waste.
3.	Vendors must sign the certification below to indicate agreement to take full ownership of all waste when it leaves the Marine Atlantic site.

\_\_\_\_\_(vendor name) agrees to take full ownership of all waste when it leaves the Marine Atlantic Site.

Signed \_\_\_\_\_ Title: \_\_\_\_\_

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price-Bid

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.

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection – Mandatory Technical Criteria

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per location will be recommended for issuance of a standing offer.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from November 15, 2020 to November 14, 2022.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two periods, Optional Period 1 from November 15, 2022 to November 14, 2024; and Optional Period 2 from November 15, 2024 to November 14, 2025 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

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@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

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## 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 7.5.3 Offeror's Representative (PLEASE COMPLETE)

Name:  
Title:

Address:

Telephone:  
Facsimile:  
Email:

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Marine Atlantic Inc.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

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or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

Commented [PL1]: Please change to \$400,000.00

#### 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(To be indicated in the call-up) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28) General Conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),

#### 7.12 Certifications and Additional Information

##### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror

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in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Newfoundland and Labrador.

### 7.14 Transition to an e-Procurement Solution (EPS)

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

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

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

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

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be

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reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.5 Payment

### 7.5.1 Basis of Payment

Payment will be in accordance with "Annex B – Basis of Payment."

### 7.5.2 Limitation of Price

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

### 7.5.3 Multiple Payments

SACC *Manual* clause H1001C (2008-05-12) Multiple Payments

### 7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

## 7.6 Invoicing Instructions

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

## 7.7 Insurance – Specific Requirements

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

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

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

### 7.8 Dispute Resolution

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

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## ANNEX "A"

### STATEMENT OF WORK

#### Corporate Profile

MAI is a Crown corporation that reports to the Federal Government of Canada through the Minister of Transport, Infrastructure and Communities. The Corporation provides a constitutionally mandated passenger and commercial marine transportation system between the Island of Newfoundland and the Province of Nova Scotia.

The Corporation provides ferry services on two routes. The first is a year-round 96 nautical mile daily ferry service between Port aux Basques, Newfoundland and Labrador and North Sydney, Nova Scotia. The second is a 280 nautical mile tri-weekly ferry service between Argentia, Newfoundland and Labrador and North Sydney, Nova Scotia. This second service operates from mid-June to late September. Marine Atlantic owns and operates terminals located in the ports of Port aux Basques, NL, Argentia, NL, and North Sydney, NS. The Corporation's head office is located in St. John's, NL. Employment levels within the Corporation peaks at approximately 1,400 persons during the busy summer season. For more information, visit our website [www.marine-atlantic.ca](http://www.marine-atlantic.ca)

#### Statement of Work

Marine Atlantic Inc. (MAI) requires a supplier to provide a total environmental and hazardous waste management solution for Marine Atlantic, including Vessel and Shore Maintenance. This will include the handling, transportation, and disposal of waste petroleum-related products and other hazardous waste produced by vessel and shore based operations.

The proposal should be for all services required as outlined in Scope of Work section of this Request for Proposal. The requirement is to provide these services at Port aux Basques, NL port or North Sydney, NS, and potentially, but infrequently at Marine Atlantic's Argentia, NL location. Vendors may offer services to all areas or restrict their offer to a selected area(s). The proposal must meet the specifications and requirements outlined in this Request for Proposal (RFP).

The primary waste products and services that the vendor will be responsible for providing are:

- 1) Oily bilge water disposal
- 2) Bilge washings
- 3) Onboard Fuel Tank Washings
- 4) Bulk Fuel Plant waste sludge- Port Aux Basques
- 5) Used engine lubricants disposal
- 6) Hydraulic oils disposal
- 7) Other refined oil products (used oil products)
- 8) Used cooking oil from food service operations
- 9) Oily rags disposal
- 10) Oil spill clean up
- 11) Aerosols
- 12) Paint cans
- 13) Grease disposal

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14) Other unknown substances, as required

There may also be a requirement for temporary fuel storage during planned work periods for example, when maintenance is to be performed on vessel fuel holding tanks.  
All waste products may either be in bulk or repackaged form. It should be noted:

- 1) Oily bilge water will be in bulk and will normally be taken from the vessel's onboard holding tanks designated for this purpose. The Vendor has the option of using a tank trailer approved for hauling waste oil or an approved vacuum tank truck. The vessel will normally discharge the oily bilge water into the Vendor's truck using its own pumps.
- 2) When the quantities of used oil products are small, vessels will normally put the products ashore in 20 litre pails and/or 205 litre drums. The Vendor will be contacted when a sufficient quantity has accumulated in the designated holding area and a request made to pump the products from the containers into the Vendor's vehicle. The Vendor has the option of using a tank trailer approved for hauling waste oil or an approved vacuum tank truck. The Vendor will be required to provide pumping equipment to complete this task.
- 3) At our Port Aux Basques operation the Bulk Fuel Plant will need cleaning periodically and vessel fuel storage tanks will also need washing prior to any maintenance being performed. Vendors shall provide pressure washing equipment to complete this work. The Vendor has the option of using a tank trailer approved for hauling waste oil or an approved vacuum tank truck. Any pressure washing of the Bulk Fuel Plant will require the approval and signature of the designated Marine Atlantic representative and will only be performed to the complete satisfaction of Marine Atlantic.
- 4) The shore-based operations may also have a requirement to dispose of limited quantities of used oil products. Most of this product will be repackaged into 20 or 205 litre containers. The Vendor will be contacted when a sufficient quantity has accumulated in the designated holding area and a request made to pump the product from the containers into the Vendor's vehicle. The Vendor has the option of using a tank trailer approved for hauling waste oil or an approved vacuum tank truck. Usually a vacuum truck is required to pump out pits/sumps or the product repackaged in 20 or 205 litre drums. The Vendor will be required to provide necessary pumping equipment to complete this task.
- 5) Used cooking oil will be put ashore in 205 litre drums. The Vendor will be contacted when a sufficient quantity has accumulated in the designated holding area and a request made to pump the product from the containers into the Vendor's vehicle. The Vendor has the option of using a tank trailer approved for hauling waste oil or an approved vacuum tank truck. The Vendor will be required to provide pumping equipment to complete this task.
- 6) The Company may, from time to time, have a requirement to dispose of limited quantities of used paint and related solvents. This product will be also repackaged into 20 or 205 litre containers. The Vendor will be contacted when a sufficient quantity has accumulated in the designated holding area and a request made to pump the product from the containers into the Vendor's vehicle. The Vendor has the option of using a tank trailer approved for hauling waste oil or an approved vacuum tank truck. The Vendor will be required to provide necessary pumping equipment to complete this task.
- 7) Vendors must comply with all Canadian environmental laws regarding the collection of waste oil and hazardous material onsite and the disposal of the materials at the appropriate facilities once it leaves Marine Atlantic's premises and provide proof of proper disposal of waste upon request. Vendors must provide a certification of destruction of waste.

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## ANNEX "B"

### BASIS OF PAYMENT

**Regular Hours** are between 0800 to 1700 - Monday to Friday excluding Statutory Holidays.

**Emergency or Urgent Service Call** pricing is for the same service as Service Call pricing except the Offeror's on-site response must be within 3 hours of receiving the call up. Non-emergency service call shall be provided within 3 days from date of call-up.

**Pricing Periods** for this requirement will be:

Initial SO period: 2 years  
1st Optional SO period: 2 years  
2nd Optional SO period: 1 year

#### Service Calls:

Service Call pricing is an all-inclusive firm price for each person responding to a request for service and it includes but is not limited to: 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.

#### Minimum Call-up Hours:

Regular Service Call commences when the supplier arrives onsite: 3 hours  
Emergency or Urgent Service Call commences when the supplier arrives onsite: 3 hours

#### Price Tables:

Suppliers must complete price tables A, B, and C to be evaluated on the total price for all pricing periods.

### TABLE A – INITIAL TWO-YEAR STANDING OFFER

November 15, 2020 to November 14, 2022

Item No.	Description, Class of Labour, Material, or Plant	UOM	Estimated Annual Qty/Hours	Unit Price	Estimated Total Price
1	Oily Bilge Water	L	1244876		
2	Waste Water (Sewage)	L	13580		
3	Waste Oily Water (non-hazardous)	L	358712		
4	Contaminated Soil	Ton	16.6		
5	Other used oils 205L Drum	DR	8		
6	Cooking Oil 205L Drum	DR	36		
7	Cooking Oil 20L Pail	PL	40		



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**TABLE B – OPTION PERIOD 1 (TWO YEARS)**

November 15 , 2022 to November 14, 2024

Item No.	Description, Class of Labour, Material, or Plant	UOM	Estimated Annual Qty/Hours	Unit Price	Estimated Total Price
1	Oily Bilge Water	L	1244876		
2	Waste Water (Sewage)	L	13580		
3	Waste Oily Water (non-hazardous)	L	358712		
4	Contaminated Soil	Ton	16.6		
5	Other used oils 205L Drum	DR	8		
6	Cooking Oil 205L Drum	DR	36		
7	Cooking Oil 20L Pail	PL	40		
8	Oily Rags Disposal 205L Drum	DR	102		
9	Oil Filters 205L Drum	DR	8		
10	Solids, Inorganic, Neutral 205L Drum	DR	4		
11	Solids, Low Density, Non-Haz 205L Drum	DR	44		
12	Grease Disposal 20L PAIL		4100		
13	Chemical Waste 20L Pail	PL	34		
14	Battery Disposal (Emergency Lights)	EA	18		
15	(Paint )Sludge, Paint > 16% Solids Pail 20L	PL	58		
16	Paint Thinner 205L Drum	DR	4		
17	Paint Chips 205L Drum	DR	4		
18	Disposal Empty Drums	DR	92		
	<b>LABOUR RATES:</b>				
19	Regular time	HR	2266		
20	Overtime	HR	1910		
	<b>OPERATOR RATES:</b>				
21	Operator (Regular Time)	HR	1000		
22	Operator (Overtime)	HR	59		
	<b>SUPERVISOR RATES:</b>				
23	Regular time	HR	320		
24	Overtime	HR	200		
	<b>EQUIPMENT RENTALS:</b>				
25	High Pressure Wash Unit				
26	Vacuum Truck Regular	HR	1033		
27	Megavac Truck	HR	56		
28	Mobile Wash Unit	HR	978		

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29	Jet Rodder (High Pressure Cleaning)	HR	32		
30	Freight Liner	HR	5		
31	Service Vehicle	DAY	112		
<b>TANK CLEANING PRODUCTS:</b>					
32	Degreaser	L	1094		
33	SOAP	L	2380		
<b>Total Estimated Annual Amount :</b>					
<b>Table B – Option Period 1 Two Years Standing Offer: (Total Estimated Annual Amount x2)</b>					

An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (includes invoice costs, exchange, customs and brokerage charges).

**TABLE C – OPTION PERIOD 2 ( ONE YEAR)**

**November 15, 2024 to November 14, 2025**

Item No.	Description, Class of Labour, Material, or Plant	UOM	Estimated Annual Qty/Hours	Unit Price	Estimated Total Price
1	Oily Bilge Water	L	1244876		
2	Waste Water (Sewage)	L	13580		
3	Waste Oily Water (non-hazardous)	L	358712		
4	Contaminated Soil	Ton	16.6		
5	Other used oils 205L Drum	DR	8		
6	Cooking Oil 205L Drum	DR	36		
7	Cooking Oil 20L Pail	PL	40		
8	Oily Rags Disposal 205L Drum	DR	102		
9	Oil Filters 205L Drum	DR	8		
10	Solids, Inorganic, Neutral 205L Drum	DR	4		
11	Solids, Low Density, Non-Haz 205L Drum	DR	44		
12	Grease Disposal 20L PAIL		4100		
13	Chemical Waste 20L Pail	PL	34		
14	Battery Disposal (Emergency Lights)	EA	18		
15	(Paint )Sludge, Paint > 16% Solids Pail 20L	PL	58		
16	Paint Thinner 205L Drum	DR	4		
17	Paint Chips 205L Drum	DR	4		
18	Disposal Empty Drums	DR	92		
<b>LABOUR RATES:</b>					
19	Regular time	HR	2266		

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20	Overtime	HR	1910		
<b>OPERATOR RATES:</b>					
21	Operator (Regular Time)	HR	1000		
22	Operator (Overtime)	HR	59		
<b>SUPERVISOR RATES:</b>					
23	Regular time	HR	320		
24	Overtime	HR	200		
<b>EQUIPMENT RENTALS:</b>					
25	High Pressure Wash Unit				
26	Vacuum Truck Regular	HR	1033		
27	Megavac Truck	HR	56		
28	Mobile Wash Unit	HR	978		
29	Jet Rodder (High Pressure Cleaning)	HR	32		
30	Freight Liner	HR	5		
31	Service Vehicle	DAY	112		
<b>TANK CLEANING PRODUCTS:</b>					
32	Degreaser	L	1094		
33	SOAP	L	2380		
<b>Total Estimated Annual Amount :</b>					
<b>Table C – Option Period 1 One Year Standing Offer: (Total Estimated Annual Amount x1)</b>					

An allowance for materials and replacement parts, required permits, certificates, assessments, specialty equipment and security will be at net cost plus 10% mark-up (includes invoice costs, exchange, customs and brokerage charges).

**Total Evaluated Price:**

Table A	\$
Table B	\$
Table C	\$
Total	\$

**Note:**

1. The estimated annual usage figures are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.
2. All travel will be as per MAI Travel policy detailed below.

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**Marine Atlantic Travel Policy:**

**1.1 General Considerations**

When travel is necessary the individual(s) making the arrangements are to consider the following:

- a) Travel must be completed in the most cost effective and efficient manner that enables the traveler to secure guaranteed and acceptable travel arrangements;
- b) Travel should be booked as far in advance as possible to avoid unnecessary costs; and
- c) Travelers must consult with MAI to obtain information about preferred/contracted vendors (hotels, rental cars, etc.) with MAI negotiated rates.

**1.2 Expense Entry and Submission**

- a) The traveler is not permitted to submit a claim for a meal or other expense when the meal or expense is paid for by an MAI employee, provided by a third party, or provided as part of a corporate function. The traveler is responsible for reducing the per diem or daily expense allowance accordingly.
- b) Purchase of alcoholic beverages is expressly forbidden under this policy. Claims for alcoholic beverages will be disallowed and deducted from any expense claims.

**1.3 Receipts**

- a) Receipts are required for all expenditures. Credit card receipts are not considered acceptable receipts. The receipt must document the date, establishment where the purchase took place and the amount for which reimbursement is being requested. Where relevant, names of individuals in attendance must be listed on the receipt. Receipts for meals are not required when claiming a per diem.

**1.4 Reimbursable Travel Expenses**

**1.4.1 Accommodations**

- a) Hotel accommodation shall be reimbursed at standard hotel accommodation room rates. Corporate rates should be negotiated at the time of reservation.
- b) Room upgrades offered at higher prices by the hotels should be declined.
- c) Travelers may stay at the home of relatives or friends and will be paid a daily allotment rate of \$50.00.
- d) When travelling, hotel accommodation must be booked at the lowest possible rate offered by the hotel.

**1.4.2 Vehicle Transportation**

- a) The selection of the mode of transportation shall be based on use of approved vendors, safety, cost, duration, convenience, and practicality.
- b) Expenses associated with the selected mode of transportation shall be reimbursed based on receipts.
- c) The standard for rental vehicles is mid-size/intermediate. Rental vehicles

- beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveler should the traveler require accommodation for a disability, the number of people travelling together, and the bulk or weight of goods transported. Any exception to this standard must be documented with reason and pre-approved by MAI.
- d) When authorized to use a private vehicle for approved travel, the traveler shall be reimbursed at a rate of \$0.50 per kilometer.
  - e) Where a receipt is not available, a declaration will suffice. Such expenses include legitimate mandatory transportation service charges and fees, incurred while on travel status, not otherwise paid (e.g. road/bridge tolls).
  - f) Travelers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven for business travel.
  - g) To avoid extra costs for vehicle fueling, rental cars must be returned to the rental company fully fueled.
  - h) Travelers who are driven to or picked up from a public carrier terminal shall be reimbursed the kilometer rate based on the distance to and from the public carrier terminal for each round trip.
  - i) Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.
  - j) For every day on which a traveler is authorized to use a private vehicle for approved travel, the traveler shall be reimbursed the actual costs of parking/tolls for the vehicle during that period of time. Receipts must be provided, otherwise a declaration will be required as noted in 4.2 e).

#### 1.4.3 Air Travel

- a) The selection of the mode of transportation shall be based on safety, cost, duration, convenience, and practicality. Eligible expenses associated with the selected mode of transportation shall be reimbursed based on receipts, indicating the expense and currency. Such expenses include:
  - i. miscellaneous charge order, for excess baggage/excess weight for commercial, private and/or chartered carriers (written explanation also required); and
  - ii. public carrier ticket "change fee" for legitimate authorized official business purposes. A written explanation is required for all change fees.
- b) Commercial Airlines
- c) The standard
  - i. The standard for air travel is economy class. The airfare appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible. Frequent flyer programs must not influence the choice of airline for travel. Reasonable additional costs associated with ensuring seat availability are permitted.
  - ii. Accepted airlines are determined based upon the locations frequently used by the company. Seeking alternatives based upon cost factors is encouraged whenever it is available.

#### 1.4.4 Surface Travel

- a) The standard for rail travel is the next higher class after the full economy class.
- b) Taxis, shuttles and local transportation services are alternatives for local trips. Actual expenses, including reasonable gratuities, shall be reimbursed.

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### 1.5 Per Diem Rates

The following per diem rates have been established for meals:

Total Per Diem (all-inclusive): \$62.00

Breakfast: \$14.00

Lunch: \$18.00

Dinner: \$30.00

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## ANNEX "C"

### 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.

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- I. 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 \$5,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$5,000,000 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.

## 3. Ship Repairers' Liability Insurance

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

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**4. Environmental Impairment Liability Insurance**

1. The Contractor must obtain Contractors Pollution 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. 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.
3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. 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.
  - c. Separation of Insureds: 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.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a

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location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. 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.

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