



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 Cathodic Protection Services	
Solicitation No. - N° de l'invitation EB144-212300/A	Date 2021-03-02
Client Reference No. - N° de référence du client EB144-21-2300	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-504-11250	
File No. - N° de dossier HAL-0-85224 (504)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-03-18 Heure Avancée de l'Atlantique HAA	
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: Miller, Rachel	Buyer Id - Id de l'acheteur hal504
Telephone No. - N° de téléphone (782) 640-2710 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA RPS PROJ. MGNT 3RD FLOOR PO BOX 227 STN CENTRAL 1713 BEDFORD ROW HALIFAX Nova Scotia B3J3C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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
EB144-212300/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
HAL504
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form 572 and the Integrity List of Names.

1.2 Summary

1.2.1 Public Services and Procurement Canada (PSPC) has a requirement for the inspection and maintenance of Cathodic Protection system components at the Canso Canal in Port Hastings, NS. Cathodic Protection system inspection and maintenance may also be required at other sites within Nova Scotia, though the majority of work will be at the Canso Canal. The contract will be for a period of one year with two optional extension periods of one year each.

1.2.2 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.

1.3 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.

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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect the e-mail address is:

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

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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 (to be completed by the bidder)

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 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.

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

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 1 hard copy.
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.

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

If the Bidder chooses to submit its bid in hard copies, Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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

Offers must include and meet all of the mandatory requirements stated below to be considered compliant. Offers not including and meeting all of the mandatory requirements below will be deemed non-responsive and will be given no further consideration.

Contractor Qualifications

Offerors must possess a minimum of 5 years of experience with all aspects of Cathodic Protection systems. Offerors must use the tables below to list 3 major projects/contracts to support their experience claims. The client contact provided in the tables below will be used as a reference check.

PROJECT / CONTRACT 1	
Client Organization or Company	Name:
Client Contact	Name:
	Title:
	Phone Number:
	E-mail Address:

Start Date of the Project/Contract (Month and Year)	
Completion Date of the Project/Contract (Month and Year)	
Description of the Project/Contract	

PROJECT / CONTRACT 2	
Client Organization or Company	Name:
Client Contact	Name:
	Title:
	Phone Number:
	E-mail Address:
Start Date of the Project/Contract (Month and Year)	
Completion Date of the Project/Contract (Month and Year)	
Description of the Project/Contract	

PROJECT / CONTRACT 3	
Client Organization or Company	Name:
Client Contact	Name:
	Title:
	Phone Number:

	E-mail Address:
Start Date of the Project/Contract (Month and Year)	
Completion Date of the Project/Contract (Month and Year)	
Description of the Project/Contract	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 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 Integrity 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 specified 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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 Statement of Work

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

6.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

6.1.2.1 Task Authorization Process

Task Authorization Process:

The Departmental Representative will provide the Contractor with a description of the task using the Task Authorization form specified in Annex C

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

The Contractor must provide the Departmental Representative within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Departmental Representative has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.2.2 Task Authorization Limit

The Departmental Representative may authorize individual task authorizations up to a limit of \$ (**provided at award**), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Departmental Representative and the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 14 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs

6.2 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.

6.2.1 General Conditions

[2035 2020-05-28](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is for **one (1) year from Contract Award**.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. 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: Rachel Miller
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, Nova Scotia B3J 3C9

Telephone: 782-640-2710
E-mail address: Rachel.Miller@pwgsc-tpsgc.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: PROVIDED AT CONTRACT AWARD

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 (To Be Completed By Offeror)

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 – Scheduled Tasks

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **a firm price**, as specified in **Annex B**. Customs duties are included and Applicable Taxes are extra.

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 Basis of Payment – Firm Unit Price – Task Authorization

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price in accordance with the basis of payment, in Annex B as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

6.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$(completed at contract award)**. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: when it is 75 percent committed, or four (4) months before the contract expiry date, or as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.4 Single Payment – Scheduled Tasks

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.5 Single Payment – Task Authorizations

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- d. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- e. all such documents have been verified by Canada;
- f. the Work delivered has been accepted by Canada.

6.7.6 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7.7 Time Verification

SACC Manual Clause [C0711C](#) (2008-05-12), Time Verification

6.8 Invoicing Instructions

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. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment:

PWGSC/TPSGC
Real Property Proj.Mgmt Section
3rd Fl
PO Box 2247 STN Central
1713 Bedford Row
Halifax, NS B3J 3C9
Canada

Invoices must be submitted within 30 days of completion of Work. Each invoice must indicate the information outlined in Annex B, Basis of Payment.

No invoices will be processed without proper information as outlined.

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.

6.10 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 2035 2020-05-28, General Conditions - Higher Complexity - Services);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated _____,

6.12 Insurance

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

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

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

6.13 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (a) 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.
- (b) 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.
- (c) 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

1.0 Scope

1.1. Objective:

Public Works and Government Services Canada has a requirement for a Contractor with experienced onsite technician staff to assist the department's Project Manager and/or Other Government Departments by furnishing of all labour, materials, tools and equipment required to provide inspection of Cathodic Protection and maintenance of system components at the Canso Canal in Port Hastings, NS. This contract may also be used at other sites across Nova Scotia, though the majority of work will be at the Canso Canal.

1.2. Background:

The Canso Canal cathodic protection system requires an annual inspection and following maintenance and repairs.

1.3. Terminology:

- 1.3.1 Contractor means the contractor who successfully bids and is awarded the work outlined in this Terms of Reference.
- 1.3.2 Departmental Representative means the PWGSC person designated as administering contract.
- 1.3.3 PWGSC Project Manager means the PWGSC person in charge of the project.
- 1.3.4 DFO Site Superintendent means the Canadian Coast Guard person in charge of the safety and operations at the Canso Canal.
- 1.3.5 "Normal Working Hours" at the Canal are deemed to be 7:30 to 16:00. Work outside of these hours will require approval 48hrs ahead of time.

2.0 Reference Documents

- 2.1 Canada Labour Code Part II.
- 2.2 The Nova Scotia Occupational Health and Safety Act, (Latest Edition).
- 2.3 The Canadian Electrical Code, (Latest Edition)
- 2.4 Appendix 1 – Canso Canal Site Specific Instructions
- 2.5 Appendix 2 – Canso Canal Cathodic Protection System Plan and Details

3.0 Requirements

3.1 Scope of Work:

- 3.1.1 The work covered under this Service Contract comprises the furnishing of all labour, materials, tools and equipment required to provide a site survey/inspection of the Cathodic Protection system and maintenance and repair of system components at the Canso Canal in Port Hastings, NS.
- 3.1.2 This contract may also be used across Nova Scotia for furnishing of all labour, materials, tools and

equipment required to provide inspection of Cathodic Protection and maintenance and repair of system components.

- 3.1.3 Servicing of the system to be requested by the Department Representative after receipt of the site survey/inspection report. No work to be performed without prior approval of the Department Representative.

3.2 Tasks:

3.2.1 Scheduled Tasks:

- 3.2.1.1 The Contractor must conduct an annual site survey/inspection of the Cathodic Protection system at the Canso Canal that includes inspection of equipment on the interior of gates and surrounding infrastructure including rectifier checks, measurement of all anode/bond currents, and a complete potential survey. The schedule for this site survey/inspection must be confirmed by the Departmental Representative. Site Instructions and Specifications are available in Appendix 1 and Appendix 2 to Annex A.

3.2.2 Task Authorizations:

- 3.2.2.1 When directed by the Departmental Representative with the Task Authorization form 572 the Contractor must provide a site survey/inspection of Cathodic Protection systems and equipment at sites throughout Nova Scotia. These tasks will be authorized on an if and when required basis.
- 3.2.2.2 When directed by the Departmental Representative with the Task Authorization form 572 the Contractor must provide maintenance and repair services to Cathodic Protection systems and equipment.

3.3 Delivery and Acceptance Criteria:

- 3.3.1 Upon completion of a site survey/inspection the Contractor must provide a type written report on the condition of the Cathodic Protection equipment and system components, and submit report to the Department Representative.
- 3.3.2 Upon completion of authorized tasks the Contractor must provide a report of the work carried out in accordance of the applicable task authorization.
- 3.3.3 All inspection reports and reports indicating work carried out must be stamped by a qualified Professional Engineer Registered in NS.

3.4 Qualifications:

- 3.4.1 Work carried out under this service contract must be done by fully qualified service technicians experienced in all aspects of Cathodic Protection systems and have a minimum of 5 years of experience.
- 3.4.2 Contractor must provide documented proof of Fall Protection Training for all employees working on the site.
- 3.4.3 Contractor must be registered in good standing with Workers' Compensation Board of Nova Scotia.
- 3.4.4 Contractor must hold and provide a copy of current First Aid Provider Certificates for all employees working on the site.

3.4.5 The qualifications of the Contractor's staff are subject to the approval of the Departmental Representative prior to the start of work.

3.5 Constraints:

3.5.1 The Contractor's staff must be capable and authorized to be the liaison with PWGSC Representative who are responsible for the Contract.

3.5.2 The Contractor will be responsible for quality control to ensure the quality of the work performed by their staff and the competence of their staff to perform this work in line with ISO 9001:2015. The individual responsible for quality control shall liaison with the DFO Site Superintendent or designated Commissionaire to ensure that communication lines are upheld and safety and operational activities are not compromised.

3.5.3 Contractor, their subs, and their employees must follow the site specific instructions for safety purposes. This includes, but is not limited to, COVID protocols.

3.5.3.1 The Site Specific Instructions for the Canso Canal can be found in Appendix 1.

3.5.3.2 Any Task Authorizations issued for other sites will have site specific instructions attached.

3.5.4 Contractor must confirm their schedule 48hrs ahead of travel.

3.5.5 The Contractor will provide personnel on this project with all required personal safety clothing and equipment, wet weather clothing, reflective vests, and all training related to the position and as required by the Nova Scotia Occupational Health and Safety Act and Regulations at no cost to PWGSC.

3.5.5.1 Contractor must use CSA approved personal protective equipment.

3.5.6 The Contractor shall comply with Nova Scotia Occupational Health and Safety Act and Regulations. The firm will be responsible for ensuring that all safety plans and hazard assessments related to the Contractor's assignments are carried out and implemented.

3.5.7 All Contractors' personnel are responsible for their own transportation to the work site.

3.5.8 The Contractor must provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.

3.5.9 Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Departmental Representative.

3.5.9.1 If, in an emergency, the Contractor installs parts other than those specified, they will be replaced with specified parts before claiming payment, but no claim for other than specified parts will be made.

3.5.10 All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.

3.5.10.1 Requests for acceptance of material other than those specified will be submitted in writing to the Departmental Representative. The request must be supported with sufficient product information to enable the Departmental Representative to make an assessment.

- 3.5.11 The Contractor will not make any change in the design and installation of equipment and materials without prior written approval from the Departmental Representative.
- 3.5.12 The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Department Representative. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Department Representative, by the Contractor at their own expense.
- 3.5.13 The Contractor must ensure no part of work is subject to a load which will endanger its safety or will cause permanent deformation.

3.6 Timeframe and Delivery Dates:

- 3.6.1 The site survey for the Canso Canal will be scheduled by the Departmental Representative on an annual basis
- 3.6.2 Any inspection, maintenance, or repairs required will be scheduled by the Departmental Representative on an as and when required basis using the task authorization form 572
 - 3.6.2.1 Response time - When a Task Authorization is provided to the Contractor they must respond to the Departmental Representative within 24 hours and be capable of having qualified service technicians onsite within 7 days of the Task Authorization.

ANNEX B

BASIS OF PAYMENT

The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded. The following table must be completed in it's entirety.

Item	Class of Service	Unit of Measure	Estimated Quantity	First Year April 1, 2021 to March 31, 2022		First Option Year April 1, 2022 to March 31, 2023		Second Option Year April 1, 2023 to March 31, 2024	
				Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)	Price per Unit (\$)	Total (\$)
1	Cost per inspection of the impressed current type Cathodic Protection equipment of the Canso Canal Gates System as indicated in the Statement of Work. (Scheduled Service)	Inspection	1						
2	Service calls for inspection, maintenance, repair, and improvements of Cathodic Protection equipment during normal working hours. (Task Authorization Service)	Hour	50						
4	All materials will be invoiced at the Contractors wholesale cost, plus a 10% mark-up. The Allowance includes the MUP.	Allowance	\$10,000		\$10,000		\$10,000		\$10,000
5	All third party contractors will be invoiced at the Contractor's cost plus 15%. The Allowance includes the MUP.	Allowance	\$20,000		\$20,000		\$20,000		\$20,000
TOTAL FOR EACH YEAR				\$		\$		\$	
GRAND TOTAL FOR FIRST YEAR PLUS OPTION YEARS								\$	

The work performed under this Contract will be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by them with respect to the work.

Payment will be made upon submission of proper invoices in accordance with the following:

Scheduled Inspection:

- 1 The Contractor will submit costs per inspection. Such prices will include supervision, expenses, tools, equipment, and transportation (travel time to and from the Contractors base of operation will be included in the rates provided).
- 2 Cost per inspection of the impressed current type Cathodic Protection equipment on the interior of gates and surrounding infrastructure, including rectifier checks, measurement of all anode/bond currents, and a complete potential survey;
- 3 Post inspection report complete with all survey finding/results and recommendations for improvement.

Does not include the services of a boom truck/man basket or a diving contractor, which are deemed not required for the survey inspection. It also excludes any deficiency repairs to the system found during the survey inspection.

Task Authorization Hourly Rates:


- 1 The Contractor will be compensated for the supply of personnel at a quoted rate as outlined in the Schedule of Services. The hourly rate will be full compensation for all the firms cost associated with the contract, including payroll, profit, administration, project management, engineering review and recommendations, travel costs(inc. room and board), reporting, overhead, etc.
- 2 The hourly rate does not include materials or 3rd party equipment rentals/services such as a boom truck or diving contractor.
- 3 Rate per hour for service calls during normal working hours.

Disbursements:

- 1 Contractor shall submit all invoices for materials at the Contractor's wholesale cost plus a 10% mark-up as supporting documentation when submitting invoices for work completed.
- 2 The Contractor shall submit all invoices for third party contractors at the Contractor's wholesale cost plus a 15% mark-up as supporting documentation when submitting invoices for work completed.

ANNEX C

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

 Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada		Annex Annexe C
Task Authorization Autorisation de tâche		Contract Number - Numéro du contrat
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)	
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu	
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$	
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat ▶		
For Revision only - Aux fins de révision seulement		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.		
Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.		
1. Required Work: - Travaux requis :		
A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>
PWGSC - TPSGC 572 (2014-04)		

Annex **C**
Annexe

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

ANNEX D to PART 3 OF THE BID SOLICITATION

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX E

INTEGRITY: LIST OF NAMES

In accordance with Part 5, Article 5.2.1 – Integrity Provision – Required Documentation, please complete the Form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

ANNEX F

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. 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