

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et 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
Regional Manager/Real Property Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

Title - Sujet Thunder Bay, ON - elevator moderniz	
Solicitation No. - N° de l'invitation EQ754-131626/A	Date 2012-10-18
Client Reference No. - N° de référence du client R.049625.001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWL-003-1764
File No. - N° de dossier PWL-2-35076 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-08	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Dhanna, Sheila	Buyer Id - Id de l'acheteur pwl003
Telephone No. - N° de téléphone (416) 512-5855 ()	FAX No. - N° de FAX (416) 512-5862
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 130 Syndicate Ave S. Thunder Bay, ON P7E 1C7	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.EQ754-131626/A		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Elevator modernization & maintenanc ce	Total		1	Each	\$	XXXXXXXXXXXX		

IMPORTANT NOTICE TO BIDDERS

IMPORTANT CHANGES HAVE BEEN INTRODUCED TO GI01 "CODE OF CONDUCT AND CERTIFICATION - BID" OF R5110T, GENERAL INSTRUCTIONS TO BIDDERS. PLEASE REFER TO SPECIAL INSTRUCTIONS TO BIDDERS SI03, 3).

CLAUSES REFERRED TO BY NUMBER (I.E. R5110T, 2035, R2890D, ETC.) CAN BE FOUND AT THE FOLLOWING WEBSITE:

buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all (to proceed with a search, insert clause reference number in ID box).

AMENDED CONTRACT SECURITY REQUIREMENTS for PART A - CONSTRUCTION

The required amount of a security deposit or of a letter of credit is established at 20% of the contract amount with no maximum. See GC9.2 of R2890D - Contract Security. Please note that security deposits and letters of credit are no longer accepted in combination with labour and material payment bonds.

LIMITATION OF LIABILITY for PART A - CONSTRUCTION

PWGSC is limiting the Contractor's first party liability for work in High Rise. See changes to GC1.6 of R2810D "Indemnification By the Contractor" in the Supplementary Conditions.

There will be NO public opening of tenders for this project as per GI09 of the General Instructions to Bidders.

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GENERAL INSTRUCTIONS TO BIDDERS (GI) - R5110T (2012-07-16)

R5110T is included by reference, is available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R5110T/7> and includes the following:

- GI01 Code of Conduct and Certifications - Bid
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Annex A - Specifications for Elevating Devices Maintenance- Part B**Annex B - Complete List of names of all individuals who are currently directors of the Bidder**

1- SPECIAL INSTRUCTIONS TO BIDDERS

SI1 REQUIREMENT

This solicitation combines an Invitation to Tender for the modernization of elevators construction project (Part A) and an Invitation to Tender for the subsequent long term elevator maintenance services (Part B). Each part shall result in a separate contract, and both contracts will be awarded to a single contractor. During the Modernization Work (Part A), the Contractor will be responsible for the maintenance of the elevators as per the specification.

SI02 PRE-QUALIFIED LIST

Only bids from Bidders whose names are on all the applicable **Lists of Prequalified Elevator Maintenance Contractors** for the province of Ontario and for all the following types of equipment

- Electric Elevators - Geared and Gearless type
- Hydraulic Elevators

will be considered for this solicitation.

SI3 BID DOCUMENTS

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions to Bidders R5110T (2012-07-16) as amended by subsection 3) below;
- (d) Drawings and Specifications - Part A;
- (e) Specifications for Elevating Devices Maintenance - Part B;
- (f) Clauses and conditions identified in "Contract Documents" articles - CDA01 and CDB01;
- (g) Bid and Acceptance Form; and
- (h) Any amendment issued prior to the bid closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2) General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

3) R5110T, GI01 Code of Conduct and Certifications is amended as follow:

- The text under Subsection 4 is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

- The text under Subsection 5 is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

SI4 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this solicitation must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R5110T "General Instructions to Bidders", enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this solicitation sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

SI5 OPTIONAL SITE VISIT

There will be a site visit on October 26, 2012 at 11:00 A.M. Interested bidders are to meet at the site, Main Entrance, Government of Canada Building, 130 Syndicate Avenue South, Thunder Bay, Ontario.

SI6 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R5110T "General Instructions to Bidders". The facsimile number for receipt of revisions is 416-512-5862.

SI7 BASIS OF SELECTION

- 1) The Bidder submitting the compliant bid with the lowest **Total Evaluated Price** will be recommended for award of both resulting contracts.
- 2) The **Total Evaluated Price** will be calculated using the amounts offered in PART A and PART B of BA03 of the Bid and Acceptance Form.

- (a) For purposes of calculating the **Total Evaluated Price**, the Total Monthly Amount (TMA) offered for long term maintenance (Part B) shall be converted to a **Net Present Value (NPV)** as follows:

$$\text{NPV} = \text{TMA} \times \text{NPVm}.$$

Where

TMA = Total Monthly Amount of BA03 - PART B of the Bid and Acceptance Form

NPVm = Net Present Value multiplier

The Net Present Value multiplier (NPVm) is derived using the Bank of Canada long-term Benchmark Bond yield of June 30th, 2012 (2.32% annum), a term of 120 months (the maximum period of the maintenance contract) and monthly interest compounding.

This yields a **NPVm = 227.48**

- (b) **The formula used to calculate the Total Evaluated Price (TEP) is as follows:**

TEP = Total Bid Amount (TBA) in BA03 - PART A of the Bid and Acceptance Form **PLUS Net Present Value (NPV)**.

Example of Evaluation:

Company XYZ submits bids in the following amounts:

TBA - Total Bid Amount (PART A) = \$300,000

TMA - Total Monthly Amount (PART B) = \$3,000/month

NPVm - Net Present Value multiplier = 227.48

NPV - Net Present Value = \$3,000.00 (TMA) X 227.48 (NPVm) = \$682,440.00

Company XYZ Total Evaluated Price = TBA (\$300,000.00) + NPV (\$682,440.00) = \$982,440.00

SI8 INSUFFICIENT FUNDING

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may
 - (a) cancel the solicitation; or
 - (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
 - (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI9 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI09 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI09 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R5110T of the "General Instructions to Bidders".

SI10 CONSTRUCTION AND MAINTENANCE DOCUMENTS

- 1) The successful contractor will be provided with one paper copy of the sealed and signed drawings, the construction specifications, the maintenance specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of five (5) will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.

SI11 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Canadian Payments Act <http://laws-lois.justice.gc.ca/eng/acts/C-21/index.html>

Certificate of Insurance (form PWGSC-TPSGC 357)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

Code of Conduct for Procurement, <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Competition Act <http://laws-lois.justice.gc.ca/eng/acts/C-34/>

Consent to a Criminal Record Verification (form PWGSC-TPSGC 229)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Contracts Canada <http://www.contractscanada.gc.ca/index-eng.html>

Controlled Drugs and Substances Act <http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>

Corruption of Foreign Public Officials Act
<http://www.justice.gc.ca/eng/dept-min/pub/cfpoa-lcape/index.html>

Criminal Code of Canada <http://laws-lois.justice.gc.ca/eng/acts/C-46/>

Domestic Bonds of Canada
Regulations <http://laws-lois.justice.gc.ca/eng/regulations/C.R.C., c. 698/index.html>

Excise Tax Act <http://laws-lois.justice.gc.ca/eng/acts/E-15/>

Financial Administration Act <http://laws-lois.justice.gc.ca/eng/acts/f-11/>

Income Tax Act <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Lobbying Act <http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>

Performance Bond (form PWGSC-TPSGC 505)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

SACC Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Solicitation No. - N° de l'invitation

EQ754-131626/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw1003

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.049625.001

PWL-2-35076

PWGSC Industrial Security Services, <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

Supplier Registration Information <https://srisupplier.contractscanada.gc.ca/>

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>

2- CONDITIONS - PART A - CONSTRUCTION

CDA01 CONTRACT DOCUMENTS

1) The following are the contract documents:

- (a) Contract page when signed by Canada;
- (b) Duly completed Bid and Acceptance Form;
- (c) Drawings and Specifications;
- (d) The following clauses and conditions:
 - General Conditions:
 - GC1 General Provisions R2810D (2012-07-16) as amended by subsection 5) below;
 - GC2 Administration of the Contract R2820D
(2012-07-16);
 - GC3 Execution and Control of the Work R2830D
(2010-01-11);
 - GC4 Protective Measures R2840D
(2008-05-12);
 - GC5 Terms of Payment R2850D
(2010-01-11);
 - GC6 Delays and Changes in the Work R2860D
(2012-07-16);
 - GC7 Default, Suspension or Termination of Contract R2870D
(2008-05-12);
 - GC8 Dispute Resolution R2880D
(2012-07-16)
 - GC9 Contract Security R2890D
(2012-07-16);
 - GC10 Insurance R2900D
(2008-05-12);
 - Supplementary Conditions;
 - Insurance Terms R2910D
(2008-12-12);
 - Fair Wages and Hours of Labour - Labour Conditions R2940D
(2012-07-16);
 - Allowable Costs for Contract Changes Under GC6.4.1 R2950D
(2007-05-25);
 - Schedules of Wage Rates for Federal Construction Contracts;
 - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2) The documents identified by title, number and date are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
 1.

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- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 5) R2810D, GC1 - General Provisions - is amended as follow:
 Add GC1.20 Code of Conduct and Certifications - Contract
1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
 2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
 3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
 - i. directly or indirectly either one controls or has the power to control the other, or
 - ii. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
 4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.
 5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
 - i. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act, or
 - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
 - iii. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - iv. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - v. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - vi. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
 - vii. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Contractor must provide a certified copy of confirming documentation from an official source.

SUPPLEMENTARY CONDITIONS - PART A (SCA)**SCA01 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - (a) In respect to losses for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
 - (b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

3- CONDITIONS - PART B - MAINTENANCE

CDB01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
 - (a) Contract page when signed by Canada;
 - (b) Duly completed Bid and Acceptance Form;
 - (c) Specifications for Elevating Devices Maintenance;
 - (d) General Conditions 2035 (2012-07-16) as amended by subsection 4) below ;
 - (e) Monthly Payment H1008C
(2008-05-12);
 - (f) T1204 - Information Reporting by Contractor A9116C
(2007-11-30);
 - (g) Foreign Nationals (Canadian Contractor) A2000C
(2006-06-16);
 - (h) Certification A3015C
(2008-12-12);
 - (i) Supplementary Conditions - Part B - Maintenance;
 - (j) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (k) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (l) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in subsection 1) of CDB01 are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 4) The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

SUPPLEMENTARY CONDITIONS - PART B (SCB)

SCB01 WORK REQUIREMENT

- 1) To provide Long Term Maintenance Services including all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices on at Freight and Passenger Elevator Modernization, 130 Syndicate Avenue South, Thunder Bay, Ontario.
- 2) The service must be provided in accordance with the Specifications for Elevating Devices Maintenance number R.049625.001

SCB02 AUTHORITIES

THIS INFORMATION WILL BE PROVIDED AT THE BEGINNING OF THE CONTRACT PERIOD FOR PART B - MAINTENANCE.

SCB03 PRIORITY OF DOCUMENTS

In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (a) any amendment or variation of the Contract Document - Part B - Maintenance;
- (b) any amendment issued prior to bid closing;
- (c) Supplementary Conditions;
- (d) General Conditions - 2035 - 2012-07-16;
- (e) the duly completed Bid and Acceptance Form when accepted;
- (f) the Specifications for Elevating Devices Maintenance;

later dates shall govern within each of the above categories of documents.

SCB04 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties shall be governed by the applicable laws in force in the province where the work is performed.

SCB05 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

SCB06 INSURANCE REQUIREMENTS

- 1) The Contractor must comply with the insurance requirements specified in SCB06 Commercial General Liability Insurance. 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.
- 2) 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.
- 3) The Contractor must forward to the Contracting Authority within thirty (30) days after the date of the issuance of the Certificate of Completion of the construction contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out

business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

SCB07 DETERMINATION OF COST

- 1) Canada may order additional Services and dispense with or change any part of the Services required by the Contract.
- 2) The amount of the increase or decrease in the contract amount shall be an amount mutually agreed upon by Canada and the Contractor.
- 3) Failing to agree in the amount of increase in services, the amount shall be the reasonable and proper costs paid or legally payable by the Contractor directly attributable to the additional services, plus 10% of the total of such costs being an allowance for overhead, including finance and interest charges, and profit.
- 4) Failing to agree in the amount of decrease in services, the amount will be established by Canada.

SCB08 BASIS OF PAYMENT

- 1) **Progress Payment** - Progress payments shall be made at monthly intervals not later than 30 days after the end of the monthly interval. The amount of the progress payment shall be the Total Monthly Amount shown on the Bid for the first year and adjusted Total Monthly Amount according to article 2 below for the following years.
- 2) **Yearly Price Adjustment:** On April 1st of each year, the Total Monthly Amount shall be adjusted in the manner provided below. The first adjustment shall be made on April 1st following the first full year of the term of the Part B Maintenance Contract (Term of Contracts is described in BA06 of the Bid and Acceptance Form).

The adjustment of materials shall be made according to the index of Electrical Equipment Manufacturing V53384938, (Base 2002=100) as published by Statistics Canada.

The adjustment of labour shall be made according to the hourly Total Compensation Package regular rate published each year by the National Elevator and Escalator Association for the previous year.

The adjustment of travel expenses shall be made according to the Consumer Price Index V41690973 (62-001-X, Base 2002=100) as published by Statistics Canada.

Price Adjustment:

- (a) **Materials :** For the initial adjustment, the monthly price for materials and labour, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying 20% of the above monthly price by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted materials monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted

monthly price by the percentage of change in the annual average index of the previous year.

- (b) **Labour** : For the initial adjustment, the monthly price for materials and labour, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying 80% of the monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to the elevator mechanics in the locality where the equipment is to be maintained.

For subsequent adjustments, the adjusted labour monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to elevator mechanics in the locality where the equipment is to be maintained.

- (c) **Travel Expenses** : For the initial adjustment, the monthly travel expenses, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying the travel expenses by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- 3) **Overtime Payments** : In the event that examinations, repairs or a call-back service included in the Contract are required during overtime working hours, the Contractor shall absorb the hours worked according to the hourly Total Compensation Package regular rate and Canada shall be charged only for the difference between the hourly Total Compensation Package regular rate and the hourly Total Compensation Package overtime rate as obtained from the National Elevator and Escalator Association. In the event of additional disbursements, Canada shall pay the difference between the disbursements incurred and the disbursements included in the monthly prices, provided that such disbursements are properly substantiated. An allowance for overhead and profit in an amount of 10% of the above overtime and disbursement payments shall also be paid to the Contractor.
- 4) **Pro-Rations**: Section 2, Particular Requirements, of the Specifications may indicate, under "Pro-Ration", items which may require replacement before the end of the Contract and a percentage of wear for each of these items at the time of the award of the Contract. When these items are replaced, Canada shall pay an amount calculated by multiplying the cost of the replacement by the percentage of wear shown under "Pro-Ration". Canada shall also pay an additional amount calculated by multiplying the balance of the replacement cost by the proportion between the Term of the Contract remaining at the time the replacement is ordered and the total Term of the Contract. The Contractor shall be responsible for the remaining amount.

SCB09 INVOICING INSTRUCTIONS - MAINTENANCE SERVICES

- 1) Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and other documents called for under any resulting contract.
- 2) Invoices must be submitted monthly, on the Contractor's own form and must be prepared to show:
- (a) Company name and address;
 - (b) File Number, Contract Serial Number, and Financial Code;

- (c) Description on Work;
 - (d) Location of work;
 - (e) Goods and Services Tax/Harmonized Sales Tax, as applicable;
 - (f) Client Reference Number (CRN);
 - (g) Procurement Business Number (PBN);
- 3) The monthly invoice will be processed for payment only if all reports applicable for that month as described under Article "2.15" of the Maintenance Specifications have been received by the Technical Authority.

SCB10 PRE-COMMENCEMENT MEETING

A pre-commencement meeting is mandatory for the Contractor prior to commencing any Maintenance service. The time and place of this meeting will be determined by the Technical Authority.

SCB11 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall co-operate fully with other contractors or workers sent by Canada to the premises where the Services are to be performed.

SCB12 PUBLICITY

The Contractor shall neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the Services without the approval of the Technical Authority. Notices and signs that indicate that the equipment is out of service shall be in both official languages of Canada with equal prominence given to each language.

4- BID AND ACCEPTANCE FORM

BA01 IDENTIFICATION

Freight and Passenger Elevator Modernization
130 Syndicate Avenue South
Thunder Bay, Ontario

Project Number: R.049625.001 (Construction)
R.049625.001 (Maintenance)

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for

PART A - Construction

the Total Bid Amount of

\$ _____ excluding GST/HST;
(to be expressed in numbers only)

and

PART B - Maintenance

The Total Monthly Amount of

\$ _____ excluding GST/HST; which consists of
(to be expressed in numbers only)

(a) a monthly amount of \$ _____ for materials and labour; and

(b) a monthly amount of \$ _____ for travel expenses.

The Total Monthly Amount shall be adjusted yearly as per paragraph 2) of SCB09.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of 60 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, two (2) binding Contracts shall be formed between Canada and the Contractor. The documents forming the Contracts shall be the contract documents referred to in **CDA01** for **PART A - Construction** and **CDB01** for **PART B - Maintenance**.

BA06 TERM OF CONTRACTS

- 1) The Contractor shall perform and complete the Work of **PART A - Construction**, within Five (5) Months from the date of notification of acceptance of the offer.
- 2) The Contractor shall perform the Work of **PART B - Maintenance**, hereinafter called the Term of Contract of Part B - Maintenance, for a period of ten (10) years commencing on the date of issuance of the Certificate of Completion of **PART A - Construction**.
- 3) The Contractor grants to Canada the irrevocable option to extend the term of Contract of Part B - Maintenance by up to three (3) additional five (5) year periods 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 at least 60 calendar days 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.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid for **PART A - Construction** in accordance with GI07 BID SECURITY REQUIREMENTS of R5110T of "General Instructions to Bidders".

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

5- CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Code of Conduct Certifications

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.1.2 Federal Contractors Program - \$200,000 or more (A3030T 2010-08-16)

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

5.1.3 Former Public servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Solicitation No. - N° de l'invitation

EQ754-131626/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw1003

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

R.049625.001

File No. - N° du dossier

PWL-2-35076

CCC No./N° CCC - FMS No/ N° VME

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Solicitation No. - N° de l'invitation

EQ754-131626/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw1003

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.049625.001

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ANNEX A - SPECIFICATIONS FOR ELEVATING DEVICES MAINTENANCE (SEE ATT. 2 ON MERX).

Solicitation No. - N° de l'invitation

EQ754-131626/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw1003

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.049625.001

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**ANNEX B - COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENTLY
DIRECTORS OF THE BIDDER**

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS