

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
PO Box 1408 , Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

**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**  
Public Works and Government Services Canada -  
Western Region  
P.O. Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> Elevator Long Term Maintenance	
<b>Solicitation No. - N° de l'invitation</b> E0208-141914/A	<b>Date</b> 2014-04-11
<b>Client Reference No. - N° de référence du client</b> PWGSC	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-211-8965
<b>File No. - N° de dossier</b> PWZ-3-36316 (211)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-05-26</b>	
<b>Time Zone</b> Fuseau horaire Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wiebe, Amanda	<b>Buyer Id - Id de l'acheteur</b> pwz211
<b>Telephone No. - N° de téléphone</b> (204) 983-7032 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 101-22nd St E SASKATOON Saskatchewan S7K 0Z1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

E0208-141914/A

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

PWGSC

Amd. No. - N° de la modif.

File No. - N° du dossier

PWZ-3-36316

Buyer ID - Id de l'acheteur

pwz211

CCC No./N° CCC - FMS No/ N° VME

---

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## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 List of Pre-qualified Elevator Maintenance Contractors
- 1.4 Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Mandatory Site Visit

### **PART 3 - BID PREPARATION INSTRUCTIONS**

- 3.1 Bid Preparation Instructions
  - Section II - Financial Bid
  - Section III - Certifications

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 - CERTIFICATIONS**

- 5.1 Certifications Required Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 Statement of Work
- 6.2 Standard Clauses and Conditions
- 6.3 Security Requirement
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing Instructions - Maintenance Services
- 6.8 Certifications
- 6.9 Applicable Laws
- 6.10 Priority of Documents
- 6.11 Foreign Nationals (Canadian Contractor)
- 6.12 Insurance - Specific Requirements
- 6.13 Cellular Phones and/or Pagers
- 6.14 Co-Operation with other Contractors
- 6.15 Government Site Regulations
- 6.16 Pre-Commencement Meeting

#### **List of Annexes:**

- Annex A Specifications
- Annex B Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder

**TITLE:** Long Term Maintenance - Saskatoon GOCB Passenger Elevators

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Basis of Selection: specifies the mandatory requirements and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, and a Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder.

### **1.2. Summary**

- (i) To provide Long Term Elevating Device maintenance service. The Contractor shall provide all necessary tools, equipment, materials, labours, inspection, testing, software updates and/or upgrades. The elevators to be maintained are listed in Annex A, Section 2 – Particular Requirements. The service must be provided in accordance with Annex A - Statement of Work.
- (ii) For Public Works and Government Services Canada (PWGSC) for the elevators located at the Government of Canada Building, 101 – 22<sup>nd</sup> Street E., Saskatoon, SK.
- (iii) The period of any resulting contract will be for a period of ten (10) years with Canada retaining an irrevocable option to extend the contract for three (3) additional five (5) year periods under the same conditions.
- (iv) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- (v) For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- (vi) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

Solicitation No. - N° de l'invitation  
E0208-141914/A  
Client Ref. No. - N° de réf. du client  
PWGSC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

---

### **1.3 List of Pre-qualified Elevator Maintenance Contractors**

Only bids from contractors whose name is on the applicable **Lists of Pre-qualified Elevator Maintenance Contractors** for the province or territory where the work is performed, for the type of equipment listed herein will be considered for this solicitation.

### **1.4 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 of 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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 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 on page 1 of the bid solicitation.

### 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 with awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

For the purposes of this clause,

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

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

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

YES ( ) NO ( )

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

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

By providing this information, 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: 2012-2](#) 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 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 the work force adjustment 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 Applicable Taxes.

### 2.4 Enquiries - Bid Solicitation

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

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

Solicitation No. - N° de l'invitation  
E0208-141914/A  
Client Ref. No. - N° de réf. du client  
PWGSC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

---

## 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 Saskatchewan.

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 Mandatory Site Visit

**It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on May 6, 2014 at 1:00 pm in the main entrance foyer of 101 22<sup>nd</sup> St. E. Saskatoon. Bidders should communicate with the Contracting Authority no later than three (3) days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend.** Bidders will be required to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I Financial Bid (one hard copy), and  
Section II Certifications (one hard copy)

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed below. The total amount of Applicable Taxes is to be shown separately.

#### Basis of Payment

The Bidder, hereby offers to Canada to furnish all necessary labour, materials, tools and equipment to perform in a careful and workmanlike manner the Services described in the Statement of Work attached hereto for the Total Monthly Amount of \$ \_\_\_\_\_, excluding Applicable Taxes; which consists of

- (a) a monthly amount of \$ \_\_\_\_\_ for materials and labour, and
- (b) a monthly amount of \$ \_\_\_\_\_ for travel expenses.

- 1. The Total Monthly Amount shall be adjusted yearly as per Method of Payment (see Part 6, subsection 6.7.2).
- 2. The Contractor agrees that:
  - (a) The separate prices for materials and labour and for travel expenses, as bid above, govern in calculating the Total Monthly Amount of the Bid; any errors in the addition of these separate prices shall be corrected in order to obtain the actual total Monthly Amount of the Bid; and,
  - (b) The Contractor is responsible for the close examination of the equipment and installations for which the Services are to be performed and acknowledges having studied the Statement of Work in light of such examination; the contractor is fully aware of the scope of the Services

Solicitation No. - N° de l'invitation  
E0208-141914/A  
Client Ref. No. - N° de réf. du client  
PWGSC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

---

and of the labour, materials, tools and equipment that are required to perform such Services.

**Section II: Certifications**

Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation  
E0208-141914/A  
Client Ref. No. - N° de réf. du client  
PWGSC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

---

## **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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **4.2 Basis of selection (A0069T)**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **5.1 Certifications Required Precedent to Contract Award**

#### **5.1.1 Integrity Provisions – Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 "Integrity Provisions - Bid of Standard Instructions 2003". The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 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](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list <http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#)

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.

## **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.

### **6.2 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 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **6.3 Security Requirement**

There is no security requirement applicable to this Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive – **To be determined (Est. start date June 1, 2014)**

#### **6.4.2 Option to Extend Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional five (5) 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 at least seven (7) 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.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Amanda Wiebe  
Title: Supply Officer  
Public Works and Government Services Canada  
Real Property Contracting  
Western Region Acquisitions  
100 – 167 Lombard Avenue  
Winnipeg, Manitoba R3C 2Z1

Telephone: 204 983-7032  
Facsimile: 204 983-7796  
E-mail address: amanda.wiebe@pwgsc.gc.ca

Solicitation No. - N° de l'invitation  
E0208-141914/A  
Client Ref. No. - N° de réf. du client  
PWGSC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

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 Technical Authority

*"TO BE PROVIDED AT CONTRACT AWARD"*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone:            - - -  
Facsimile:            - - -  
E-mail address: \_\_\_\_\_.

The Technical Authority named above 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 Technical Authority, however the Technical 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

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 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: 2012-2 of the Treasury Board Secretariat of Canada.

### 6.7 Payment

#### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid the Total Monthly Amount of \$ \_\_\_\_\_ Applicable Taxes are extra.

The Total Monthly Amount above is the sum of:

a monthly amount of \$ \_\_\_\_\_ for materials and labour; and

a monthly amount of \$ \_\_\_\_\_ for travel expenses.

## 6.7.2 Method of Payment

**6.7.2.1 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 Tender for the first year and adjusted Total Monthly Amount according to article 6.7.2.2 below for the following years.

**6.7.2.2 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 year of the Term of the Contract.

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 Tender, 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 Tender, 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 Tender, shall be increased or decreased by the amount obtained by multiplying the tendered 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.

**6.7.2.3 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.

**6.7.2.4 Pro-Rations:** Section 2, Particular Requirements, of the Statement of Work 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.

**6.7.2.5** The Contractor shall not be entitled to any payment until it has provided a Certificate of Insurance pursuant to the insurance requirement in Section 6.13.

**6.7.2.6** Further to the General Conditions 2035(18), Canada may request a statutory declaration as to discharge of lawful obligations of and lawful claims against the Contractor related to payment of labour, materials, supplies, tools and equipment supplied under the Contract; should the Contractor fail to provide such statutory declaration, it shall not be entitled to payments.

### **6.7.3 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.

### **6.7.4 SACC Manual Clauses**

H1008C 2008-05-12 Monthly Payment  
A9116C 2007-11-30 T1204 - Information Reporting by Contractor

## 6.8 Invoicing Instructions - Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the Specifications of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:
  - a) The original and two (2) copies of the invoices and monthly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.9. Certifications

### 6.9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.10 Applicable Laws

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

### 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 (2014-03-01) General Conditions - Higher Complexity - Services ;
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_ (insert date of bid).

### 6.12 Foreign Nationals (Canadian Contractor)

*SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)*

## 6.13 Insurance - Specific Requirements

### 6.13.1 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 6.13.2 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.

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. 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.

### **6.13.2 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.

#### **6.14 Cellular Phones and/or Pagers**

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

#### **6.15 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.

#### **6.16 Government Site Regulations**

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

#### **6.17 Pre-Commencement Meeting**

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

The Contractor is to supply the Departmental Representative with a copy of his safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

Solicitation No. - N° de l'invitation  
E0208-141914/A  
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PWGSC

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A**

### **Specifications**

**for**

### **Elevating Devices Maintenance**

**Project Name: Saskatoon GOCB Passenger Elevators**

**Specification Number: E0208-141914**

**Dated: April 1st, 2014**

## Table of Contents

### Section 1 - General Requirements

1. Scope
2. Performance
  - 2.1 Maintenance Services
  - 2.2 Safety Devices and Tests
  - 2.3 Safety Codes
  - 2.4 Operation
  - 2.5 Group Dispatching System
  - 2.6 Exclusions
  - 2.7 Working Hours
  - 2.8 Answering Service
  - 2.9 Callback Service
  - 2.10 Stock of Parts for Maintenance Service
  - 2.11 Repairs
  - 2.12 Cleaning and Painting
  - 2.13 Wiring, Adjustment Procedures and Operational Descriptions
  - 2.14 Reporting Requirements
  - 2.15 Environment Protection

### Section 2 -Particular Requirements

1. Special Exclusions
2. Pro-ration
3. Special Labour
4. Other Special Conditions
5. Examination Frequency
6. Callback Service
7. Response Time

## Section 1 - General Requirements

### 1. Scope

The Contractor shall furnish all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices described in Section 2, Particular Requirements, of the Specifications.

### 2. Performance

The Contractor shall maintain the elevating devices described in Section 2, Particular Requirements, of the Specifications using all reasonable care to maintain the equipment in proper and safe working conditions.

#### 2.1 Maintenance Services

- .1 The Contractor shall regularly and systematically, at the frequency specified in Section 2, Particular Requirements, of the Specifications, examine, clean, adjust, calibrate and lubricate all components of the equipment. If conditions warrant, the Contractor shall repair or replace all components using only genuine replacement parts.
- .2 For the purposes of the contract "**Genuine Replacement Parts**" means only:
  - .1 parts made by the original manufacturer;
  - .2 parts approved for use by the original manufacturer; or
  - .3 parts approved for proposed application by the Technical Authority in writing; the Technical Authority reserves the right to have such replacement parts certified for their proposed application by an independent laboratory of its choice, at the expense of the Contractor, prior to granting approval.
- .3 The Contractor shall:
  - .1 provide lubricants, hydraulic fluids, car fluorescent ballasts starters and tubes, signal lamps, pit lamps, lamps on car top, lamps in relevant machinery spaces, all buried hydraulic equipment, cathodic protection and car subflooring and floor finishing (except carpets);
  - .2 clean hoistways, pits, car tops, car ceilings, ceiling cavities, suspended ceilings and trusses.

#### 2.2 Safety Devices and Tests

- .1 The Contractor shall inspect and adjust all safety devices as often as necessary and perform all tests as required by the applicable Codes and Standards described in Section 2.3 below. Where regulations require the enforcing/inspection authority to witness such tests, the Contractor shall conduct the test in their presence.
- .2 The Contractor shall co-ordinate and assist the enforcing/inspection authority in the performance of their annual inspection and tests of equipment.

#### 2.3 Safety Codes

- .1 The Contractor shall conform to, but not limit work to, the edition of Codes and Standards applicable at the time of entering into the Contract as follows:

- .1 CAN/CSA-B44, Safety Code for Elevators, Escalators, Dumbwaiters, Moving Walks and Freight Platform Lifts (including all Appendices),
- .2 CAN/CSA-B355, Standard for Lifts for Persons with Physical Disabilities (including Appendix A),
- .3 National Building Code,
- .4 National Fire Code,
- .5 Provincial/Territorial Acts and Regulations and
- .6 Municipal Bylaws.

.2 Where concurrent regulations exist the most stringent set of regulations shall apply.

## **2.4 Operation**

- .1 The Contractor shall maintain the original performance of the equipment within the limits outlined in the Codes and Standards described in Section 2.3 above, including but not limited to:
  - .1 rated speed,
  - .2 acceleration,
  - .3 deceleration,
  - .4 door opening and closing times and
  - .5 safeties and governor operation.

## **2.5 Group Dispatching System**

The Contractor shall conduct periodic tests of the group dispatching system to ensure all circuits and time settings are properly adjusted to suit building traffic requirements, in accordance with the design capabilities of the system and applicable Codes. Upon request by the Technical Authority, the Contractor shall provide a traffic study that includes relevant statistical data.

## **2.6 Exclusions**

- .1 The Contractor is not required to make renewals or repairs due to:
  - .1 negligent operation or misuse of equipment by others and
  - .2 causes beyond the Contractor's control except those due to ordinary wear and tear of equipment.
- .2 The Contractor is not responsible for
  - .1 refinishing, protecting, repairing or the replacement of the car enclosure, balustrades, car and hoistway door panels, frames and sills,
  - .2 cleaning, washing, waxing and polishing of car floors and
  - .3 the performance of safety tests additional to those specified in the contract, the installation of additional parts on the equipment nor the substitution of any parts with parts of a design different from those that constituted the equipment at the time the contract was signed, regardless of whether or not these measures are recommended or directed by an insurance company or by an enforcing/inspection authority.
- .3 Further exclusions may be specified in Section 2, Particular Requirements, of the Specifications.

## **2.7 Working Hours**

The Contractor shall perform all work during the regular working hours (07:00 hours to 17:00 hours) of the regular working days (Monday to Friday excluding legal holidays), unless otherwise specified in Section 2, Particular Requirements, of the Specifications.

## **2.8 Answering Service**

The Contractor shall provide a comprehensive answering service 24 hours a day, 7 days a week.

## **2.9 Callback Service**

The Contractor shall provide callback service between regular examinations within the response time specified in Section 2, Particular Requirements, of the Specifications.

## **2.10 Stock of Parts for Maintenance Service**

- .1 The Contractor shall maintain, in each building, an adequate stock of frequently replaced parts organized neatly in a cabinet.
- .2 The Contractor shall have available any part requiring replacement. The Contractor shall provide all parts promptly to ensure repair or replacement work is completed in an expeditious manner to minimize equipment outage time. Canada shall not assume responsibility for the safekeeping of parts stored on its premises.

## **2.11 Repairs**

The Contractor shall immediately inform the Technical Authority, in writing, of the need for repairs that are excluded from the contract.

## **2.12 Cleaning and Painting**

- .1 The Contractor shall thoroughly clean and paint within one (1) year of the contract commencement date, and every five (5) years thereafter:
  - .1 all elevator machine room equipment and
  - .2 the elevator machine room and pit floors.

## **2.13 Wiring Diagrams, Adjustment Procedures and Operational Descriptions**

- .1 The Contractor shall prove to the satisfaction of the Technical Authority:
  - .1 possession of complete schematic wiring diagrams,
  - .2 possession of detailed adjustment procedures and
  - .3 possession of detailed operational descriptions of all equipment included in the contract.
- .2 The Contractor shall conspicuously post in every elevator machine room framed copies of approved schematic wiring diagrams. The Contractor shall keep these diagrams up to date during the entire Term of the contract by indicating any change to circuitry. Engineer approved copy of the original and revised diagrams shall be provided to the Technical Authority upon request. Where wiring diagrams, adjustments procedures and operational descriptions are available in electronic form; the Contractor shall update the documents in electronic form consistent with PWGSC standards and provide copies to the Technical Authority upon request.

## **2.14 Reporting Requirements**

- .1 The Contractor shall maintain, as a minimum, records of all maintenance activities, adjustments, verifications, tests, repairs and modifications for the duration of the contract, and provide them to the Technical Authority upon request.
- .2 When malfunctioning elevating equipment cannot be returned to service within the same day, the Contractor shall provide, by the end of the following working day, a written report to the Technical Authority describing the nature of the problem and the expected date of the service resumption.
- .3 The Contractor shall employ proven information collection and delivery techniques, methodologies and systems to meet PWGSC requirements.
- .4 The Contractor shall ensure that computer systems and information are protected with due regard to security, and ensure information disaster recovery and backup plans and procedures are in place.

## **2.15 Environmental Protection**

- .1 Without restricting the generality of Article 06, Compliance with Applicable Laws, of the General Conditions (9676), the Contractor shall ensure that
  - .1 There is no contaminated waste left on site and
  - .2 Disposals of all waste or volatile materials such as paints, oils, thinners, cleansers, etc. is completed through proper means and not waterways, storm or sanitary sewers.

## **Section 2 - Particular Requirements**

Solicitation No. - N° de l'invitation  
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File No. - N° du dossier  
PWZ-3-36316

Buyer ID - Id de l'acheteur  
pwz211  
CCC No./N° CCC - FMS No./N° VME

Building Name and Address:

**Government of Canada Building  
101 - 22nd Street East  
Saskatoon, Saskatchewan  
S7K 0E1**

Equipment: 2-Overhead Traction Elevators. Manufacturer-Troin Drive International. Model # T6L1-3550. Both have six Front Openings. Main Controller is manufactured by JRT Controls, model #JVF500. Elevator 1 is License # 1914. Elevator 2 is License # 1915.

1. **SPECIAL EXCLUSIONS:** Not Applicable
2. **PRO-RATION:** Not Applicable
3. **SPECIAL LABOUR:** Not Applicable
4. **OTHER SPECIAL CONDITIONS:** All maintenance and/or repair performed must be recorded in the building operator's ELEVATOR'S LOG BOOK supplied by the owner, before leaving the site. Provide 24 hour monitoring service in the event of an elevator stoppage (unscheduled shut-down).
5. **EXAMINATION FREQUENCY:** Monthly
6. **CALLBACK SERVICE:** Provide emergency minor adjustment call-back service between regular inspections during the contractors' regular working hours. All calls shall be answered 24 hours/day, 7 days/week. Compensation is as per CG30.3
7. **RESPONSE TIME:** Response time for emergency calls shall be as soon as possible but must never exceed 45 minutes.

