

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British Columbia  
V6Z 0B9  
Bid Fax: (604) 775-9381

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise  
indicated, all other terms and conditions of the Solicitation  
remain the same.

Ce document est par la présente révisé; sauf indication contraire,  
les modalités de l'invitation demeurent les mêmes.

**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 -  
Pacific Region  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Elevator Safety Inspections   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EZ899-150918/A  | <b>Amendment No. - N° modif.</b><br>001      |
| <b>Client Reference No. - N° de référence du client</b>   | <b>Date</b><br>2014-10-06                    |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$PWY-019-7334  |  |
| <b>File No. - N° de dossier</b><br>PWY-4-37135 (019)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2014-11-17</b>  |  |
| <b>F.O.B. - F.A.B.</b><br><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><br>Ngan, Ken (PWY)  | <b>Buyer Id - Id de l'acheteur</b><br>pwy019 |
| <b>Telephone No. - N° de téléphone</b><br>(604) 658-2755 ( )  | <b>FAX No. - N° de FAX</b><br>(604) 775-6633 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>PWGSC - Various Locations, BC                    |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EZ899-150918/A

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

Amd. No. - N° de la modif.

001

File No. - N° du dossier

PWY-4-37135

Buyer ID - Id de l'acheteur

pw019

CCC No./N° CCC - FMS No/ N° VME

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This Solicitation Amendment 001 is raised to extend the bid closing date, and to incorporate the Invitation To Tender document.

All other terms and conditions remain unchanged.

Solicitation No. - N° de l'invitation

EZ899-150918/A

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

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001

File No. - N° du dossier

PWY-4-37135

Buyer ID - Id de l'acheteur

pw019

CCC No./N° CCC - FMS No/ N° VME

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## **Extension of Time**

### **Elevator Safety Inspection - Various Locations, BC**

**Solicitation No: EZ899-150918/A**

Notice is hereby given that the time for reception of tenders previously due at 2:00 p.m. P.S.T. on November 14, 2014 is hereby extended to **2:00 p.m. P.S.T. on November 17, 2014.**

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Solicitation No. - N° de l'invitation

EZ899-150918/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

pw019

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWY-4-37135

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**NOTE TO BIDDERS:** Use the mailing label below and affix it securely to the outside of the envelope or package containing your bid. For revisions to bids submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING**  
**Public Works & Government Services Canada**  
**Room 219 - 800 Burrard Street**  
**Vancouver, B.C. V6Z 0B9**

**Requisition No.:** EZ899-150918/A  
**Tender Closing Date & Time:** November 17th, 2014 @ 1400 P.S.T.  
**Project Description:** Elevator Safety Inspection - Various Locations, BC

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## **IMPORTANT NOTICE TO BIDDERS**

### **Support the use of apprentices**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex E.

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### **List of Annexes:**

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- Annex E Voluntary Certification to Support the Use of Apprentices
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**TITLE: ELEVATOR SAFETY INSPECTIONS – Various Government of Canada owned Facilities throughout BC**

**PART 1 - GENERAL INFORMATION**

**1.1 Security Requirement**

There is a security requirement associated with the requirement. For additional information, consult Part 6 – Security Requirement.

**1.2 Statement of Work**

To provide all labour, material and equipment for Annual Elevator Safety Inspection of elevating devices in Federal Government owned facilities located in the Province of British Columbia. The services must be provided in accordance with Specifications “Vertical Transportation Equipment Inspection Services” attached as Annex A.

**1.3 Communications Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

**1.4 Debriefings**

After contract award, 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2014-09-25) 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

#### **2.2.1 Revision of Bids**

A bid submitted in accordance with these instructions may be revised by letter or facsimile (**604-775-9381**) provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.

A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation. Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

### **2.3 Former Public Servant**

#### **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 **ten (10)** 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.

## **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 British Columbia.

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.

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

### **3.1 Bid Preparation Instructions**

The bid **MUST** be presented as follows:

#### **3.1.1 Invitation to Tender (ITT ) document (MANDATORY)**

Bidders **MUST** duly complete the following:

- (a) Bidders shall duly complete and SIGN the first page of their Invitation to Tender
- (b) Provision of the **proposed inspector's** qualified Elevator Inspector certificate such as NAESA International QEI, Safety Codes Officer Level 2 (Safety Codes Council of Alberta) or be certified as a licensed Safety Officer-Elevator by the BC Safety Authority.

**\*\*Please submit a copy of the certificate.**

- (c) Provision of the **proposed inspector's** Experience and Past Performance (see Annex C - Tender Form)
- (d) Completion of Basis of Pricing in its entirety (see Annex C - Tender Form)

Contractors will not be reimbursed for the cost of responding to this Invitation to Tender.

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

### **4.1 Evaluation Process**

The Evaluation Process has two (2) phases, as described in the following sections.

- A.) Mandatory Requirements
- B.) Basis of Selection

#### **4.1.1 Mandatory Requirements**

Bids will be examined to determine their compliance with the following **MANDATORY** requirements:

- (a) Bidders must duly complete and SIGN the first page of their Invitation to Tender
- (b) Provision of the **proposed inspector's** qualified Elevator Inspector certificate such as NAESA International QEI, Safety Codes Officer Level 2 (Safety Codes Council of Alberta) or be certified as a licensed Safety Officer-Elevator by the BC Safety Authority.
- (c) Provision of the **proposed inspector's** Experience and Past Performance
- (d) Completion of Basis of Pricing clause in its entirety

**It is mandatory that the documentation requested above be submitted with the bid. If not included with the bid, it will be deemed non-responsive.**

**Only bids found to meet ALL the mandatory requirements will be deemed acceptable and will be further evaluated in accordance with the evaluation criteria. Bids not meeting ALL of the mandatory requirements will be deemed non-responsive and will be given NO further consideration.**

### **4.2 Basis of Selection**

The Lowest Priced Responsive bid will be recommended for award or a contract.

## **PART 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 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 completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and 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.

### **5.2 Status and Availability of Resources (A3005T 2010-08-16)**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/ her availability.



## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

To provide all labour, material and equipment for Annual Elevator Safety Inspection of elevating devices in Federal Government owned facilities located in the Province of British Columbia. The services must be provided in accordance with Specifications "Vertical Transportation Equipment Inspection Services" attached as Annex A

### **7.2 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>) issued by Public Works and Government Services Canada.

#### **7.2.1 General Conditions**

2010C (2014-09-25), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Security Requirement**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List, attached at Annex B;
  - (b) Industrial Security Manual (Latest Edition).

### **7.4 Term of Contract**

#### **7.4.1 Period of Contract**

The period of the Contract is from December 1<sup>st</sup>, 2014 to November 30<sup>th</sup>, 2017, inclusive.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ken Ngan, Supply Specialist  
Public Works and Government Services Canada  
Real Property Contracting  
219 – 800 Burrard Street  
Vancouver, BC V6Z 0B9  
Telephone : 604-658-2755  
Facsimile : 604-775-6633  
E-mail address: [ken.ngan@pwgsc.gc.ca](mailto:ken.ngan@pwgsc.gc.ca)

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

### **7.5.2 Technical Authority**

The Technical Authority for the Contract is: ***"TO BE PROVIDED AT CONTRACT AWARD"***

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.

### **7.5.3 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: \_\_\_\_\_

## **7.6 Payment**

### **7.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid a firm unit price, as specified in the Basis of Pricing (Annex C). Applicable Taxes are extra.

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

### **7.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice has been completed.

The invoice is to be made out to and mailed to:

Refer to Annex A for details.

## **7.8 Certifications**

### **7.8.1 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.

### **7.9 Applicable Laws**

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

### **7.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-09-25) General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work - Specifications – Vertical Transportation Equipment Inspection Services;
- (d) Annex B, Security Requirements Check List;
- (e) Annex C, Tender Form;
- (f) the Contractor's bid dated \_\_\_\_\_.

### **7.11 Insurance - Specific Requirements**

#### **7.11.1 Insurance - Specific Requirements**

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 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.

#### **7.11.2 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.

#### **7.12 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.

#### **7.13 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.

#### **7.14 Government Site Regulations**

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

#### **7.15 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.

#### **7.16 Voluntary Reports for Apprentices Employed during the Contract**

The Contractor should compile and maintain records on the number of apprentices that were hired to work on the contract and their trade specialty.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority 6 months after contract award or at the end of the contract, whichever comes first.

| Number of apprentices hired | Trade specialty |
|-----------------------------|-----------------|
|                             |                 |
|                             |                 |
|                             |                 |
|                             |                 |
|                             |                 |
|                             |                 |
|                             |                 |
|                             |                 |

(Add lines if needed)

**ANNEX A**

**SPECIFICATION**

**Vertical Transportation Equipment Inspection Services**

**(see attached)**

**ANNEX B**

**SECURITY REQUIREMENT CHECK LIST**

**(See Attached)**

## ANNEX C

### TENDER FORM

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

### TENDER AND ACCEPTANCE

This Tender and Acceptance, duly completed, and the signed front page of the Invitation to Tender shall be enclosed and sealed in an envelope provided by the Tenderer, and shall be addressed and submitted to the office designated for the receipt of tenders.

#### 1. Offer

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to Her Majesty the Queen in right of Canada (hereinafter called "Her Majesty") as represented by the Minister of Public Works & Government Services (hereinafter called the "Minister") to furnish all necessary tools, plant, services, materials and labour to execute and complete in a careful and proper manner the work set out under the "Description of Works" herein, which more particularly described in **Annex A - Specifications** for the **Basis of Pricing** as set out in clause 3.

#### 2. General Agreement

1. The period of the contract is **three (3) years** upon official acceptance of tender, for the contract period between December 1<sup>st</sup>, 2014 to November 30<sup>th</sup>, 2017 inclusive.
2. that this Tender and Acceptance, the Instructions to Tenderers, the Terms of Reference referred to in Clause 1 above, and the General Conditions 2010C (2014-09-25) and Clauses and Conditions attached to the Specifications or Scope of Work shall be and are the complete tender and this offer is made subject to the provisions contained therein,
3. that this tender supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the completed tender.
4. that this tender may not be withdrawn for a period of **120 days** following the tender closing time.
  1. Notwithstanding clause 2.4 of the Tender Form, Canada reserves the right to seek an extension to the tender validity period beyond the 30 days referred to therein. Upon notification in writing from Canada, the Tenderers shall have the option to either accept or reject the proposed extension within a minimum of 15 days prior to the end of such period.
  2. If the extension referred to in 2.4.1 is accepted, in writing, by all those who submitted responsive tenders, then Canada shall continue immediately with the evaluation of the tenders and its approvals processes.
  3. If the extension referred to in 2.4.1 is not accepted, in writing, by all those who submitted responsive tenders then Canada shall, at its sole discretion, either
    1. continue to evaluate the tenders of those who have accepted the proposed extension and seek the necessary approvals; or
    2. cancel the tender call.
5. that the complete tender together with and subject to all provisions contained therein shall, when accepted and executed on behalf of Her Majesty, constitute a binding contract between

the Contractor and Her Majesty.

**3. Mandatory Requirements**

1. Provision of the **proposed inspector's** qualified Elevator Inspector certificate, such as NAESA International QEI, Safety Codes Officer Level 2 (Safety Codes Council or Alberta), certified licensed Safety Officer-Elevator by the BC Safety Authority, or equivalent.

**Please submit a copy of the certificate with the tender form.**

2. Provision of the **proposed inspector's** Experience and Past Performance

The bidder must provide evidence of its **proposed inspector's** experience and past performance by referencing **two (2)** projects or contracts, wherein the elevator inspection services provided are comparable to those described in this Invitation to Tender (ITT).

It is desirable that the proposed inspector have a **minimum of five (5) years** of full-time experience as an elevator inspector.

The evidence provided by the bidder may be verified by the Crown. Failure by the bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the bidder being disqualified and no further consideration will be given to the bidder. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit will be assessed.

PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event where the information cannot be verified or the service found to be unsatisfactory shall result in the bid being considered non-responsive and no further consideration will be given to the Bidder.





**4. Basis of Pricing**

The following requirement must be strictly adhered to: **Failure to do so shall render the tender as non-responsive.**

It is **MANDATORY** that the bidders submit firm prices/rates for **all** items listed hereafter (Pricing Schedule).

**Pricing Schedule:**

Firm All-inclusive Price for the work as detailed herein, in Canadian funds, Goods and Services Tax (GST) (as applicable) extra:

| <b>Item</b>                   | <b>Description</b>   | <b>Unit</b> | <b>Quantity</b> | <b>Unit Price</b> | <b>Amount</b>   |
|-------------------------------|--|-------------|-----------------|-------------------|-----------------|
| <b>Year 1</b>                 | Elevator Safety Inspection Services by certified Inspector | Each        | 211             | \$ _____          | \$ _____        |
| <b>Year 2</b>                 | Elevator Safety Inspection Services by certified Inspector | Each        | 211             | \$ _____          | \$ _____        |
| <b>Year 3</b>                 | Elevator Safety Inspection Services by certified Inspector | Each        | 211             | \$ _____          | \$ _____        |
| <b>Total Cost (GST Extra)</b> |  |             |                 |                   | <b>\$ _____</b> |

**NOTE:** The Tenderer agrees that the Price(s) per Unit as tendered govern in calculating the Total Estimated Amount. The Tenderer understands that any errors in the extension of the Price per Unit and in the addition of the Estimated Total Price will be corrected in order to obtain the Total Estimated Amount.

**TOTAL COST (GST) Extra:** \$ \_\_\_\_\_

**5. Business Name and Address of Tenderer**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Procurement Business Number: \_\_\_\_\_



## ANNEX "E"

### Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

<sup>1</sup> The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

*Trades of those apprentices:*

## **ANNEX F**

### **SUBMISSION CHECKLIST**

The following list of documents and forms is provided with the intention of assisting the Bidder in ensuring a complete submission. The Bidder is responsible for meeting all submission requirements.

|  |                                   |
|--|-----------------------------------|
| Invitation to Tender Front Page                      | - completed and signed            |
| Front page(s) of any solicitation amendment          | - completed and signed            |
| Copy of proposed inspector's certificate             | - see section 3 - Bid Preparation |
| Proposed inspector's Experience and Past Performance | - completed (see tender form)     |
| Tender Form  | - completed and signed            |