

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**John Cabot Building**  
**10 Barters Hill, P.O. Box 4600**  
**St. John's**  
**Newfoundland and Labrador**  
**A1C 5T2**  
**Bid Fax: (709) 772-4603**

**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**

<b>Title - Sujet</b> John Cabot Bldg Elevator Upgrade	
<b>Solicitation No. - N° de l'invitation</b> EA003-151260/A	<b>Date</b> 2014-11-04
<b>Client Reference No. - N° de référence du client</b> R.053455.006	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWD-005-6218
<b>File No. - N° de dossier</b> PWD-4-37142 (005)	<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 2014-11-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Standard Time NST	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> O'Brien, Cheryl	<b>Buyer Id - Id de l'acheteur</b> pwd005
<b>Telephone No. - N° de téléphone</b> (709) 772-3460 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA JOHN CABOT BLDG 10 BARTERS HILL P.O.BOX 4600 ST JOHNS Newfoundland and Labrador A1C5T2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

<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>

**Issuing Office - Bureau de distribution**  
PWGSC/TPSGC-Nfld Region/Real Property  
John Cabot Building  
10 Barters Hill, P.O. Box 4600  
St. John's  
Newfoundl  
A1C 5T2

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## Invitation to Tender

### Elevator Upgrades

### John Cabot Building

### St. John's, NL

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## **IMPORTANT NOTICE TO BIDDERS**

**IMPORTANT CHANGES HAVE BEEN INTRODUCED TO GI01 "CODE OF CONDUCT AND CERTIFICATION - BID" OF R5110T (2014-09-25) GENERAL INSTRUCTIONS TO BIDDERS.**

**CLAUSES REFERRED TO BY NUMBER (I.E. R5110T, 2035, R2890D, ETC.) CAN BE FOUND AT THE FOLLOWING WEBSITE:** [buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all) (to proceed with a search, insert clause reference number in ID box).

### **AMENDED CONTRACT SECURITY REQUIREMENTS for PART A - CONSTRUCTION**

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

### **LIMITATION OF LIABILITY for PART A - CONSTRUCTION**

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

### **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 C.

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- Annex A - Specifications for Elevating Devices Maintenance- Part B**
- Annex B - Complete List of names of all individuals who are currently directors of the Bidder**
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- Annex D - CERTIFICATE OF INSURANCE FORM**
- Annex E - Confirmation of Non-Proprietary Controls and all other associated Elevator Equipment**

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## 1- SPECIAL INSTRUCTIONS TO BIDDERS

### SI01 REQUIREMENT

This solicitation combines an Invitation to Tender for the modernization of elevators construction project (Part A) and the subsequent elevator maintenance services (Part B) at the John Cabot Building, St. John's, NL. Each part shall result in a separate contract, and both contracts will be awarded to the same contractor. During the Modernization Work (Part A), the Contractor will be responsible for the maintenance of all elevators.

### SI02 PRE-QUALIFIED LIST

Only bids from Bidders whose names are on all the applicable **Lists of Prequalified Elevator Maintenance Contractors** for the province of Newfoundland and Labrador and for all the following type of equipment - Electric, will be considered for this solicitation.

### SI03 BID DOCUMENTS

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) R5110T (2014-09-25) General Instructions to Bidders;
- (d) Drawings and Specifications - Part A;
- (e) Specifications for Elevating Devices Maintenance - Part B;
- (f) Clauses and conditions identified in "Contract Documents" articles - CDA01 and CDB01;
- (g) Bid and Acceptance Form; and
- (h) Any amendment issued prior to the bid closing.

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

2) R5110T (2014-09-25) General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

### SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this solicitation must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI14 of R5110T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.

- 3) All enquiries and other communications related to this solicitation sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

#### **SI05 SITE VISIT**

**There will be a site visit on Thursday, November 20, 2014 at 10:00 AM at the John Cabot Building, St. John's, NL.** All bidders, before submitting their bid, are recommended to inspect and examine the site and its surroundings and satisfy themselves as to the form and nature of the work and materials necessary for the completion of the work.

#### **SI06 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI09 of R5110T. The facsimile number for receipt of revisions is (709) 772-4603.

#### **SI07 BASIS OF SELECTION**

- 1) The Bidder submitting the compliant bid with the lowest **Total Evaluated Price** will be recommended for award of both resulting contracts.

#### **SI08 INSUFFICIENT FUNDING**

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

#### **SI09 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI09 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI09 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

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- (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
- (b) cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of R5110T.

#### **SI10 CONSTRUCTION AND MAINTENANCE DOCUMENTS**

- 1) The successful contractor will be provided with one paper copy of the sealed and signed drawings, the construction specifications, the maintenance specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two (2) will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.

#### **SI11 FORMER PUBLIC SERVANT**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award.

##### **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 ( )

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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 the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Applicable Taxes.

### **SI12 WEBSITES**

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

Agreement to Implement Equity (LAB1168)

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>

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

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

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

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

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

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

Consent to a Criminal Record Verification (form PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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

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

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

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

Domestic Bonds of Canada  
Regulations [http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,\\_c.\\_698/index.html](http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.,_c._698/index.html)

Employment Equity Act <http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>

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

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

Federal Contractors Program - Limited Eligibility to Bid List  
[http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)

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

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

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

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

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

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

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

Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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## 2- CONDITIONS - PART A - CONSTRUCTION

### CDA01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
    - (a) Contract page when signed by Canada;
    - (b) Duly completed Bid and Acceptance Form;
    - (c) Drawings and Specifications;
    - (d) The following clauses and conditions:
      - General Conditions:
        - R2810D (2013-04-25) GC1
        - R2820D (2012-07-16) GC2
        - R2830D (2010-01-11) GC3
        - R2840D (2008-05-12) GC4
        - R2850D (2010-01-11) GC5
        - R2860D (2013-04-25) GC6
        - R2870D (2008-05-12) GC7
        - R2880D (2012-07-16) GC8
        - R2890D (2012-07-16) GC9
        - R2900D (2008-05-12) GC10
      - General Provisions;
        - Administration of the Contract;
        - Execution and Control of the Work as amended by paragraph 4) of CDA01;
        - Protective Measures;
        - Terms of Payment;
        - Delays and Changes in the Work;
        - Default, Suspension or Termination of Contract;
        - Dispute Resolution;
        - Contract Security;
        - Insurance;
    - Supplementary Conditions;
      - R2950D (2007-05-25) Allowable Costs for Contract Changes Under GC6.4.1;
  - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by number, date and title are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> .
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
- 4) R2830, GC3.8 has been modified as follows;
  1. Title has been changed from "Labour and Fair Wages" to "Labour"
  2. Delete subsection 1.
  3. Following subsections must be renumbered accordingly.

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## SUPPLEMENTARY CONDITIONS - PART A (SCA)

### SCA01 LIMITATION OF LIABILITY

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

#### GC1.6 Indemnification by the Contractor

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

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

## SCA02 INSURANCE TERMS

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) 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.
- 2) Period of Insurance
  - (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
  - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
  - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
  - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.
- 5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

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### SCA 03 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)

---

### **3- CONDITIONS - PART B - MAINTENANCE**

#### **CDB01 CONTRACT DOCUMENTS**

- 1) The following are the contract documents:
  - (a) Contract page when signed by Canada;
  - (b) Duly completed Bid and Acceptance Form;
  - (c) Specifications for Elevating Devices Maintenance;
  - (d) 2035 (2014-09-25) General Conditions ;
  - (e) A2000C (2006-06-16) Foreign Nationals (Canadian Contractor);
  - (f) A3015C (2008-12-12) Certification;
  - (g) Supplementary Conditions - Part B - Maintenance;
  - (h) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (i) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (j) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by number, date and title in subsection 1) of CDB01 are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

#### **SUPPLEMENTARY CONDITIONS - PART B (SCB)**

##### **SCB01 WORK REQUIREMENT**

- 1) To provide Maintenance Services including all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices on at the John Cabot Building, St. John's, NL.
- 2) The service must be provided in accordance with the Specifications for Elevating Devices Maintenance number R.053455.006

##### **SCB02 AUTHORITIES**

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

### **SCB03 PRIORITY OF DOCUMENTS**

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

- (a) any amendment or variation of the Contract Document - Part B - Maintenance;
- (b) any amendment issued prior to bid closing;
- (c) the supplementary conditions;
- (d) the general conditions 2035 (2014-09-25) General Conditions - Higher Complexity - Services;
- (e) Annex A - Specifications for Elevating Devices Maintenance;
- (f) the duly completed Bid and Acceptance Form when accepted.

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

### **SCB04 APPLICABLE LAWS**

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

### **SCB05 COMMERCIAL GENERAL LIABILITY INSURANCE**

- 1) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2) The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada as represented by the Minister of Public Works and Government Services.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- 
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

### **SCB06 INSURANCE - SPECIFIC REQUIREMENTS**

- 1) The Contractor must comply with the insurance requirements specified in SCB05 Commercial General Liability Insurance. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 2) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 3) The Contractor must forward to the Contracting Authority within thirty (30) days after the date of the issuance of the Certificate of Completion of the construction contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **SCB07 PRE-COMMENCEMENT MEETING**

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

### **SCB08 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.

### **SCB09 PUBLICITY**

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

### **SCB10 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS**

- (IF APPLICABLE)

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**SCB11 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)

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#### 4- BID AND ACCEPTANCE FORM

##### BA01 IDENTIFICATION

- 1) Description of the Work: Elevator Upgrades, John Cabot Building, St. John's, NL
- 2) Solicitation Number: EA003-151260/A
- 3) Project Number: R.053455.006

##### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

##### BA03 THE OFFER

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

\$ \_\_\_\_\_ excluding Applicable Taxes;  
(to be expressed in numbers only)

(This amount is inclusive of the modernization, the maintenance from contract award and the subsequent maintenance and warranty for two years commencing on the date of issuance of the Certificate of Completion.)

##### BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of 30 days following the date of solicitation closing.

##### BA05 ACCEPTANCE AND CONTRACT

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

##### BA06 TERM OF CONTRACTS

- 1) The Contractor shall perform and complete the Work of **PART A - Construction**, within 50 weeks from the date of notification of acceptance of the offer.
- 2) The Contractor shall perform the Work of **PART B - Maintenance**, hereinafter called the Term of Contract of Part B - Maintenance, for a period of two (2) years commencing on the date of issuance of the Certificate of Completion of **PART A - Construction**.

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**BA07 BID SECURITY**

The Bidder must enclose bid security with its bid for **PART A - Construction** in accordance with GI06 BID SECURITY REQUIREMENTS of R5110T.

**BA08 SIGNATURE**

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

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Signature

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Date

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## **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 any request or requirement imposed by the Contracting Authority may 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 R5110T General Instructions to Bidders. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **5.1.2 Confirmation of Non-Proprietary Controls and all other associated Elevator Equipment**

See Annex E. Please ensure that Annex E is completed and submitted with tender documents.

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**ANNEX A - Specifications for Elevating Devices Maintenance- Part B**

(6 pages)



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## ANNEX C

### 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.*

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.

<sup>1</sup> The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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.

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*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:*

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## **ANNEX D - CERTIFICATE OF INSURANCE FORM**

**(2 pages)**

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## **ANNEX E – Confirmation of Non-Proprietary Controls and all other associated Elevator Equipment**

**(2 Pages)**

**Annex A  
 ELEVATING DEVICES MAINTENANCE  
 SPECIFICATIONS**

**Project Name: PWGSC Elevator Upgrade John Cabot Building, St. John's Nfld.**

**Specification Number: Project # R.053455.006**

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**Section 1 General Requirements**

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2.2 Safety Devices and Tests.....	2
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**Particular Requirements**

**Section 2**

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**Annex A**  
**ELEVATING DEVICES MAINTENANCE**  
**SPECIFICATIONS**

**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 Departmental Representative in writing; the Departmental Representative 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.

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### 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, 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 Departmental Representative, 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.

## ELEVATING DEVICES MAINTENANCE 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 Departmental Representative, 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 commencement date stipulated in the Tender and Acceptance, and thoroughly clean on a yearly basis, and paint every two (2) 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 Departmental Representative:
  - .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 Departmental Representative 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 Departmental Representative 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 Departmental Representative 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 Departmental Representative 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.

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### 2.15 Environmental Protection

- .1 Without restricting the generality of section 7, Applicable Laws and By-laws, of the General Conditions, the Contractor shall ensure that
  - .1 there is no contaminated waste left on site and
  - .2 disposal 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.

### 2.16 Safety

- .1 The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the most stringent of the Federal and Provincial Occupational Health and Safety Acts.
- .2 The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his / her employees. As a minimum, ensure that procedures are prepared for safe entry into the elevator pit, hoistway area, top of car, the machine room, or other areas where such procedures are required. Ensure that procedures are made available on site to the elevator maintenance personnel.
- .3 All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.
- .4 It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.
- .5 Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.
- .6 The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.
- .7 The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of contract.

Item #	Item Description	Received/Done	Date
1	Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program.		
2	The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures.		
3	The Departmental Representative shall coordinate arrangements for the Contractor to be briefed on site safety.		

<b>PWGSC Departmental Representative</b>	<b>Date</b>

## ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

**Building Name and Address:**

John Cabot Building, St.John's, Nfld/Lab.

**Equipment:**

Three Electric Elevating Devices; Car's # 1 & 2 and 3.

**1. SPECIAL EXCLUSIONS:**

None, All inclusive, Full maintenance.

**2. PRO-RATION:**

None, all inclusive, full maintenance.

**3. SPECIAL LABOUR:**

Contractor shall be available, for any inspections required by the Provincial Elevator Inspection Authority, or it's agents, at no extra cost, should the Department require the Contractor's services.

**4. OTHER SPECIAL CONDITIONS:**

None

**5. EXAMINATION FREQUENCY:**

Monthly, as per the latest version of the CSA B44, includes all maintenance requirements and all appendix including emergency recall operation and annual emergency power system testing. This includes all required time spent during the annual fire alarm testing and annual testing of the emergency power system with the specialized contractors and maintenance service providers.

**6. CALLBACK SERVICE:**

Provide twenty-four (24) hour callback service.

Provide twenty-four (24) hour callback answering service. This service shall be directly connected to all of the elevating devices car emergency phones. Ensure that all of the calls received by the answering services are transmitted immediately to a responsible person for action.

**7. RESPONSE TIME:**

Ensure that qualified persons are available so that the response to an emergency call-back is maximum 30 Minutes, or less from the time the emergency call was placed until the arrival of a qualified maintenance person at the site.

**8. OVERTIME CALLBACK:**

Response in overtime to callback shall be required when the fault is of such nature as to significantly impairs the service (e.g. a car shut down at night which will be required for the morning peak traffic), or endangers the people using the equipment.

# Annex D

## CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work  Elevator Upgrades, John Cabot Building St. John's, NL	Contract No. EA003-151260
	Project No. R.053455.006

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

\_\_\_\_\_  
Signature

Date D / M / Y

# Annex D

## CERTIFICATE OF INSURANCE

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Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

General	Commercial General Liability	Builder's Risk / Installation Floater
<p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>

Annex E  
*Confirmation of non-proprietary controls and all other associated elevator equipment  
PWGSC Elevator Upgrade John Cabot Building Project# R.053455.006*

The complete elevator control system including all monitoring systems and all associated elevator interconnected equipment proposed for the project identified as project # R.053455.006 shall be **Non-Proprietary**. The following provisions comprise a warranty representing compliance with established non-proprietary requirements for Universal Serviceability and Maintainability:

**1. Spare Parts**

Upon request, spare parts shall be made available for purchase as replacement for repairs or stock to be maintained at the building site, or the offices of any elevator contractor designated by PWGSC or its authorized agents to maintain their equipment. No exchange-only provisions shall limit any parts provided by the equipment supplier for purchase. The equipment supplier shall provide to PWGSC an official published spare parts list complete with established reasonable pricing that they sell to their own local offices and are also willing to sell to others at no additional costs.

**2. Supply all tools and diagnostics Devices**

For this project, provide all required:

- special tools, diagnostic devices for the elevator controls, and the elevator system monitoring system and,
- all associated inspection(s), trouble-shooting, adjusting and monitoring device tools and
- all related equipment with all available diagnostic tool functions manuals, either onboard or in a separate device. (This includes manufacturer recommended belt-monitoring devices).
- such maintenance, adjustment and troubleshooting device or control systems shall provide unrestricted access to all parameters, levels of adjustment, monitor and flags necessary for maintenance of equipment.

No expiring software, degrading operation, or key shall be accepted. All tools and diagnostics devices shall be available for replacement purchase at a reasonable cost by any installing or maintaining elevator contractor or persons so designated by the building owner.

**3. Training**

Factory and/or on-site training shall be made available from the original equipment manufacturer for enrollment by PWGSC Technical Support staff, and qualified elevator technicians maintaining the equipment who wishes to learn about installation, adjustment, maintenance and troubleshooting the equipment. Training shall be provided at no cost to PWGSC technical support staff.

Annex E  
*Confirmation of non-proprietary controls and all other associated elevator equipment  
PWGSC Elevator Upgrade John Cabot Building Project# R.053455.006*

**4. Technical Support Hotline**

*A technical support hotline shall be provided by the original equipment manufacturer whereby anyone designated by the building owner shall be able to obtain assistance for installation, adjustment, maintenance or troubleshooting.*

**5. Engineering Support**

*The original equipment manufacturer shall provide engineering support to any maintaining contractor so designated by the building owner at reasonable costs after the warranty period has expired.*

**6. Documentation**

*Manuals, engineering drawings, circuit diagrams and prints shall be provided with the equipment at time of delivery. All documentation shall be available for replacement purchase at a reasonable cost by any installing or maintaining elevator contractor or persons so designated by the building owner.*

**AFFIRMATION**

*The undersigned affirms that the conditions described above are hereby made a part of PWGSC Elevator Upgrade John Cabot Building Project # R.053455.005*

*Elevator System Manufacturer \_\_\_\_\_*

*Elevator Company Officers Name & Title \_\_\_\_\_*

*Elevator Company Officer Signature & Date \_\_\_\_\_*