

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works Government Services Canada-
Bid Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9

INVITATION TO TENDER
APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Bruns
E2L 2B9

Title - Sujet Elevator Upgrade - Woodstock,NB	
Solicitation No. - N° de l'invitation EC015-160404/A	Date 2015-06-17
Client Reference No. - N° de référence du client R.061512.009	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-3643
File No. - N° de dossier PWB-5-38030 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-09	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506) 636-5347 ()	FAX No. - N° de FAX (506) 636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Dominion Public Building 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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IMPORTANT NOTICE TO BIDDERS

IMPORTANT CHANGES HAVE BEEN INTRODUCED TO GI01 "CODE OF CONDUCT AND CERTIFICATION - BID" OF R5110T (2015-02-25) 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 (to proceed with a search, insert clause reference number in ID box).

AMENDED CONTRACT SECURITY REQUIREMENTS

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

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 B.

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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

SI02 PRE-QUALIFIED LIST

Only bids from Bidders whose names are on all the applicable **Lists of Prequalified Elevator Maintenance Contractors dated October 2013** for the province of New Brunswick and for all the following types of equipment, Electrical Elevators 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 (2015-02-25) General Instructions to Bidders;
- (d) Drawings and Specifications
- (e) Clauses and conditions identified in "Contract Documents" articles - CDA01;
- (f) Bid and Acceptance Form; and
- (g) 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(2015-02-25) 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 G14 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 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 680 Main Street, Woodstock, N.B. on June 25, 2015. The site visit will begin at 1:00 pm. Bidders are to meet at the main entrance of the building.

Bidders are requested to communicate with the Contracting Authority no later than 4:00 pm, June 24, 2015 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 (506) 636-4376.

SI07 BASIS OF SELECTION

The Bidder submitting the compliant bid with the lowest **Total Bid Amount** will be recommended for award.

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
 - (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.

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SI10 CONSTRUCTION DOCUMENTS

The successful contractor will be provided with one paper copy of the sealed and signed drawings, the construction specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the contractor including costs.

SI11 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) <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_equality/eq/emp/fcp/list/inelig.shtml

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

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

<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§ion=text#appl>

2- CONDITIONS - 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.

SUPPLEMENTARY CONDITIONS (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.

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)

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3 BID AND ACCEPTANCE FORM
BA01 IDENTIFICATION

Elevator Upgrade
680 Main Street, Woodstock, New Brunswick

Project Number: **R.061512.009**

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)

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, a Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in **CDA01**.

BA06 TERM OF CONTRACTS

The Contractor shall perform and complete the Work within forty-eight weeks [48] weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI06 BID SECURITY REQUIREMENTS of R5110T.

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BA08 SIGNATURE

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

Signature

Date

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4- 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.

4.1 Certifications Required Precedent to Contract Award

Remark to Contracting Authority: Pursuant to section GI01 of R5110T General Instructions to Bidders, Bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the Bidder, or the name of the owner, as applicable. Bidders bidding as societies, firms or partnerships do not need to provide a list of names. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification and related documentation. Consult sections 4.21, 5.16 and 8.70.2 of the Supply Manual.

4.1.1 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.

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

***NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

ANNEX B

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. 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 ratios¹ 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.

¹ 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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CCC No./N° CCC - FMS No./N° VME

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:

Solicitation No. - N° de l'invitation
EC015-160404/A
Client Ref. No. - N° de réf. du client
R.061512.009

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-5-38030

Buyer ID - Id de l'acheteur
pwb020
CCC No./N° CCC - FMS No./N° VME

Annex C – CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Elevator Upgrade – 680 Main Street, Woodstock, N.B.	Contract No. N/A
	Project No. R.061512.009

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
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

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.

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.

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.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (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.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

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.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** 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.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).