

Solicitation No. - N° de l'invitation  
51307-142005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
mtc255

Client Ref. No. - N° de réf. du client  
51307-14-2005

File No. - N° du dossier  
MTC-4-37307

CCC No./N° CCC - FMS No./N° VME

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## **NOTICE**

### **Security**

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to Julie Desforges by facsimile 514-496-3822 or by e-mail to [julie.desforges@tpsgc-pwgsc.gc.ca](mailto:julie.desforges@tpsgc-pwgsc.gc.ca)

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following web site:  
<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Security Requirement Check List and the PWGSC Statement of Work.

### **1.2 Summary**

(i) To provide all inclusive comprehensive and preventative maintenance service, including all necessary tools, ladders, services as inspections, testing cleaning, transporation, milage, parking, replacement or repair parts, materials, and labour for Fire Alarms in accordance with the Statement of Work attached herein as Annex A;

(ii) for Veterans Affairs Canada (VAC) located at 305 boul. Anciens combattants, Ste-Anne-de-Bellevue, Quebec;

(iii) The period of any resulting Contract shall be for a period of one (1) year *with Canada retaining an irrevocable option to extend the contract for a period of one (1) additional consecutive twelve (12) month periods in accordance with all terms and conditions detailed in the Invitation To Tender (ITT) document.*

(iv) *There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.*

(v) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT).

### **1.3 Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003, (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.3 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### **2.44 Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **August 13, 2015**, at 10:00 to 305 boul. Anciens combattants, Ste-Anne-de-Bellevue, Quebec. Bidders are requested to communicate with the Contracting Authority three day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or 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.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

#### **3.1.1 Submission of Evidence**

Submission of evidence as described in **3.1.2** and **3.1.3** below **MUST** be included with the bidder's proposal at time of bid closing. Failure by the bidder to provide the required evidence **will** result in the bidder being disqualified and no further consideration will be given to the bidder and the proposal will be deemed non responsive.

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

#### **Contractor Qualifications**

The Inspection, testing and maintenance of fire alarm systems including stand alone Emergency lighting, sprinklers, fire pumps, standpipe, fire hose cabinet, fire hydrants, portable extinguishers shall be carried out by a Company which has the following qualifications that may be requested upon contract award:

- a) Qualified staff and/or certified trade personnel as required. (as per 3.1.2 Mandatory Card and Licensing Documentation)
- b) U.L.C. Listed Company (Letter from ULC upon request)
- c) U.L.C. Level III and IV Competency. (Letter from ULC upon request)
- d) Direct Access to material and parts, all software, hardware or firmware required to maintain Systems (upon request).

### 3.1.2 Mandatory Card and Licensing Documentation

PWGSC must establish prior to contract award that the Bidder's personnel are in possession of all the required Valid cards, certificates, licenses and registrations. The bidder must provide the following proof of Mandatory Valid Card and Licensing Documentation at bid closing:

- a) Fire Alarm: Proof of Valid CFAA or Valid ESAO accreditation or provincial equivalent standing
- b) Sprinkler: Proof of certification by Valid CASA or equivalent governing body Electrical Licensing in accordance with trade requirements
- c) Fire Extinguishers/Emergency Lighting: Proof of valid certification or letter by Approved Factory Training

**3.1.2.1** Therefore, after the solicitation closing date and upon Canada's request, the Bidder must submit the following Proof of Valid Cards as follows for all On-site personnel within the stipulated date of request by the Contracting Authority (as per 2003 - 16.2 Conduct of Evaluation):

- Confined Spaces
- Fall Arrest
- First Aid
- WHMIS

Terminology:

CFAA = Canadian Fire Alarm Association

ESAO = Electrical Safety Authority of Ontario (or provincial equivalent)

CASA = Canadian Automatic Sprinkler Association

WHMIS = Workplace Hazardous Material Inventory System

Failure to submit all of the documents within the stipulated date of request by the Contracting Authority shall render the proposal non-responsive. (as per 2003 - 16.2 Conduct of Evaluation)

### 3.1.3 Mandatory Employee Experience

The bidder must complete the following form, for each employee who will be performing work on this requirement in order to demonstrate that each proposed employee has the required **five (5) years** experience by providing one or more project/contract reference(s).

The projects/contracts must be of comparable size, scope and complexity to the work described in this RFP.

The Contractor must provide the name of a **VALID** reference(s) in order to demonstrate that the proposed employee has the required five (5) years experience. To be accepted as valid:

- A) The reference must be the name of an individual from a non-affiliated firm who can verify that the proposed employee has satisfactorily obtained the required experience,
- OR
- B) Should the proposed employee's experience reside only within the Contractor's company, then the reference must be the name of a customer for whom the proposed employee has completed work. The customer must be able to verify that the proposed employee has satisfactorily obtained the required experience.

The blank tables below have been provided for up to two (2) employees (2 Alarm Technicians. Should the Contractor have more than two (2) employees involved in the performance of the work, then the Contractor must provide the information contained in the table for each additional employee on a separate sheet and attach with the proposal.

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The blank tables have three (3) columns and can accommodate up to three (3) Project/Contract Reference Name for each employee. Should it be necessary to provide more Project/Contract Reference names in order to demonstrate that the proposed employee has the required five (5) years experience, then the Contractor must provide this additional information on a separate sheet and attach with the proposal.

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Minimum two (2) certified technicians per job

<b>NAME OF FIRE ALARM TECHNICIAN ONE (1)</b> _____			
	Reference 1	Reference 2	Reference 3
Name of client organization or Company	Name: _____	Name: _____	Name: _____
Name and title of client contact <input type="checkbox"/>	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No: _____ Fax No: _____	Phone No: _____ Fax No: _____	Phone No: _____ Fax No: _____
Location/site of the project or contract	_____	_____	_____
Performance period of the project or contract (indicate month and year)	From: _____ Month _____ Year _____  To: _____ Month _____  Year _____	From: _____ Month _____ Year _____  To: _____ Month _____  Year _____	From: _____ Month _____ Year _____  To: _____ Month _____  Year _____



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<b>NAME OF FIRE ALARM TECHNICIAN TWO (2)</b> _____			
	Reference 1	Reference 2	Reference 3
Name of client organization or Company	Name: _____	Name: _____	Name: _____
Name and title of client contact <input type="checkbox"/>	Name: _____ Title: _____	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No: _____ Fax No: _____	Phone No: _____ Fax No: _____	Phone No: _____ Fax No: _____
Location/site of the project or contract	_____	_____	_____
Performance period of the project or contract (indicate month and year)	From: _____ Month _____ Year _____  To: _____ Month _____ Year _____	From: _____ Month _____ Year _____  To: _____ Month _____ Year _____	From: _____ Month _____ Year _____  To: _____ Month _____ Year _____

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## **Section II: Financial bid**

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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

#### **4.1.1 Technical Evaluation - mandatory requirements**

- 1) Mandatory Employee Experience in accordance with RFP Part 3 Section I, 3.1.3;
- 2) Submission of Mandatory Card and Licensing Documentation in accordance with RFP Part 3, Section I, 3.1.2; and
- 3) Submission of a Firm Price/Rate in accordance with RFP Part 3 Section II.

### **4.2 Basis of selection**

A bid must comply with the requirements of the bid solicitation and meet **all** mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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

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

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

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

### **5.2 Former Public servant Certification**

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

#### **Definitions**

For the purposes of this clause,

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

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

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### **Former Public Servant in Receipt of a Pension**

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

If so, the Bidder must provide the following information:

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

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

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

### **Certification**

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

## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **6.1 SECURITY REQUIREMENT**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) The Bidder's proposed individuals requiring access to classified or protected information, assets, or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "[Security Requirements on PWGSC Bid Solicitation - Instructions for Bidders](http://www.pwgsc.gc.ca/acquisitions/text/plain/plainpm-e.html#a31)" (http://www.pwgsc.gc.ca/acquisitions/text/plain/plainpm-e.html#a31) document on the Departmental Standard Procurement Documents Website.

### **6.2 Employee Information for Security**

The Bidder must specify the following information regarding employees proposed in Part 3, Section I (Technical Bid) to provide services against any resulting contract:

	<b>LEGAL NAME (First and Last) (Please Print)</b>	<b>DATE OF BIRTH (Day/Month/Year)</b>
1	<input type="checkbox"/>	
2	<input type="checkbox"/>	
3	<input type="checkbox"/>	
4	<input type="checkbox"/>	
5	<input type="checkbox"/>	
6	<input type="checkbox"/>	

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

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

### **7.1 Requirement**

To provide one (1) Year all inclusive comprehensive and preventative maintenance service, including all necessary tools, ladders, services as inspections, testing cleaning, transporation, milage, parking, replacement or repair parts, materials, and labour for Fire Alarms for Veterans Affairs Canada (VAC) located at, Veterans hospital, Ste-Anne-de-Bellevue, Quebec in accordance with the Statement of Work attached herein as Annex A.

### **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **7.2.1 General Conditions**

2010C (2015-07-03), General Conditions - Services, apply to and form part of the Contract.

### **7.3 Security Requirement**

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

### **7.4 Term of Contract**

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

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive

#### **7.4.2 Option to Extend Contract**

The Contractor hereby grants to Canada one (1) irrevocable options to extend the term of the Contract each for an ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIOD, under the same terms and conditions as contained in the Contract. It is to be noted that Canada is not obliged to exercise any of these one (1). The exercise of any option will be at Canada's sole discretion, by providing notification in writing through a formal Contract Amendment to the contractor prior to the contract expiry date.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name : Julie Desforges  
Title : Supply officer  
Public Works and Government Services Canada  
Acquisition branch  
Place Bonaventure  
800, rue de la Gauchetière ouest  
Portail sud-est, 7e étage  
Montréal, Québec  
Telephone : 514-496-3413  
Facsimile : 514-496-3822  
E-mail : julie.desforges@tpsgc-pwgsc.gc.ca

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

### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

\_\_\_\_\_ (Name of Technical Authority)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Fill in Organization)

\_\_\_\_\_ (Fill in Address)

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Cellular: \_\_\_\_\_

E-mail: \_\_\_\_\_

## 7.6 Payment

### 7.6.1 Pricing Schedule

#### 7.6.2 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing its obligations under this contract, the Contractor shall be paid firm prices at the end of each Quarterly period, in accordance with the **Table of prices**, Goods and Services Tax (GST) extra or Harmonized Sales Tax extra, as appropriate.

No increase in the total liability of Canada or in the price of the work resulting from any changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such changes, modifications or interpretations shall have been approved by the Minister prior to their incorporation in the Work.

### 7.7 Invoicing Instructions - Maintenance Services

1. Payment will only be made on receipt of satisfactory invoices duly supported by any documents called for under the contract.



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2. An invoice must be submitted quarterly, on the Contractor's own form and must be prepared to show:

- (a) company name and address;
- (b) Contract Number, and Financial Code;
- (c) description of work;
- (d) location of work;
- (e) Goods and Services Tax/Harmonized Sales Tax, as a separate line item;
- (f) Client Reference Number;
- (g) Procurement Business Number.

3. The quarterly invoice will be processed for payment only if all the reports applicable as described under Scope of Work, have been received by the Departmental Representative and are attached to the invoice.

4. Invoices, with the applicable reports, shall be sent to:

Public Works and Government Services Canada  
Maintenance and Operational Assurance  
Chomley Building, 6th Floor  
400 Cooper Street  
Ottawa, Ontario, K1A 0S5  
Attention: \_\_\_\_\_

## **7.8 Certifications**

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

## **7.9 Applicable Laws**

This contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

## **7.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-07-03);
- (c) Annex A, Statement of Work;
- (d) Annex B, Table of prices;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's proposal dated \_\_\_\_\_

## **7.11 Foreign Nationals (Canadian Contractor)**

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

## **7.12 Insurance Requirements**

### **7.12.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in the following **article 7.12.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.12.2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

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

### **7.14 Site Regulations**

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

### **7.15 Workers' compensation**

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

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

### **7.16 Pre-Commencement Meeting**

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting shall be taken. The time and place of this meeting will be determined by the Departmental Representative.

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