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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offer (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

Correctional Service Canada in the Ontario Region has a requirement to have Elevators, Handicap Elevators and Freight Elevators inspected within our Institutions in the Ontario Region as per Federal, Provincial, Municipal and legislated law/requirements.

3. Revision of Departmental Name

As this request for Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to CSC or its Minister.

4. Security Requirement

NIL security screening required as there is no access to sensitive information or assets.

Contractor personnel will be escorted in specific areas of the institution as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

Contractor personnel shall submit to local verification of identify/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the requisite institution.

Correctional Service Canada reserves the right to deny access to any institution of any Contractor personnel, at any time.

5. Debriefings

Offerors may request a debriefing on the results of the request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offer (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsections 1.4 and 1.5 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements do not form part of and do not apply to the request for Standing Offer. All other subsections of '01 Integrity Provisions – Offer', form part of and apply to the request for Standing Offer.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Insert: ninety (90) days

2. Submission of Offers

Offers must be submitted only to Correctional Service of Canada (CSC) by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, transmission of offers by facsimile or e-mail to CSC will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a Standing Offer. If the answers to the questions and, as applicable, the information have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirements within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 Applicable Taxes.

4. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: **three (3) hard copy.**

Section II: Financial Offer: **one (1) hard copy.**

Section III: Certifications: **one (1) hard copy**

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

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, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Offers will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Offers not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

1.2.1 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offers containing a financial offer other than the one requested at **Article 3. Section II: Financial Offer** of **PART 3 – OFFER PREPARATION INSTRUCTIONS** will be declared non-compliant.

2. Basis of Selection

- 2.1** SACC Manual clause: M0019T (2007-05-25) Firm Price and/or Rates
SACC Manual clause: M0069T (2007-05-25) Basis of Selection

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a Standing Offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a Standing Offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

1.1 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare an offer non-responsive if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

1.2 Status and Availability of Resources

SACC Manual clause M3020T (2010-01-11) Status and Availability of Resources

1.3 Language Requirements

By submitting an offer, the Offeror certifies that, should it be awarded a standing offer as result of the request for a standing offer, every individual proposed in its offer will be

Unilingual English fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.4 Certification:

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Part 7 paragraph 6 Part B – Resulting Contract Clauses.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

2. Site Security Requirement

2.1 NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution / site as and where required by Correctional Service of Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CPIC) verification of identity / information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution / site. CSC reserves the right to deny access to any institution / site or part thereof of any Contractor personnel, at any time.

3. Standard Clauses and Conditions

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

As this Standing Offer is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Subsection 11.4 of 2005, General Conditions - Standing Offers - Goods or Services, will not form part of the Standing Offer. All other subsections of '2005 11 Integrity Provisions – Standing Offer', will form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01-January-2016 to 31-March-2016.

There is two one year options as part of this standing Offer Request.

4.2 Extension of Standing Offer

SACC Manual clause: M9014C (2008-05-12) Extension of Standing Offer.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Edward Desormo
Title: Regional Procurement & Contracting Officer
Correctional Service of Canada
Branch or Directorate: Regional Headquarters (Ontario)
Address: 443 Union Street West
Po Box 1174
Kingston, Ontario
K7L 4Y8

Telephone: 613-536-4959
Facsimile: 613-536-4571
E-mail address: edward.desormo@csc-scc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: Akrum Matuk
Title: Regional Manager Engineering
Organization: Regional Headquarters (Ontario)
Address: 443 Union Street West PO Box 1174
Kingston, Ontario
K7L 4Y8

Telephone: (613) 545-8273
Facsimile: (613) 545-8861
E-mail address: akrum.matuk@csc-scc.gc.ca

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on any of its proposed resources' status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Offeror has agreed that, for any resulting call-ups to a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

To include all Institutions in the Correctional Service of Canada Ontario Region. Excluding the following Institution Kingston Penitentiary.

8. Call-up Procedures

- a) **Each Institution in the Kingston Area including Warkworth Institution is able to initiate a call-up up to 10K including taxes.**
- b) **Each call-up in the Kingston area including Warkworth Institution over 10K to 40K shall be completed at Regional Headquarters via Regional Material services and Contracting.**

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the Call-up Against a Standing Offer form or an electronic version.

10. Limitation of Call-ups

10.1 Individual call-ups against the Standing Offer must not exceed \$10K (Applicable Taxes included) per institution.

10.2 All other call-ups over \$10K must be referred to Regional Procurement & Contracting at Regional Headquarters Ontario for further action.

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200K (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

12. 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 call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;

- f) Annex C, Evaluation Criteria;
- g) Annex D, Insurance Requirements;
- h) Contractor's bid dated _____ (to be inserted at contract award).

13. Certifications

13.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13.2 SACC Manual Clauses

SACC Manual clause: M3020T (2010-01-11) Status and Availability of Resources.

14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service of Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

[Choose one of the following general conditions for the resulting contract. Refer to SACC Manual to determine applicable General Conditions.]

2.1 General Conditions

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

2.2 Replacement of Specific Individuals

The Contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the contract.

3. Term of Contract

3.1 Period of the Contract

The work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

Payments will be made in accordance with Annex B – Basis of Payment

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department;
SACC Manual clause C0710C (2007-11-30) Time and Contract Price Verification;
SACC Manual clause C0705C (2010-01-11) Discretionary Audit;
SACC Manual clause M3800G (2006-08-15) Estimates;
SACC Manual clause A9068C (2010-01-11) Government Site Regulations.

4.4 Travel and Living Expenses

There are no travel and living expenses associated with the Contract.

5. Invoicing Instructions

The contractor is to send Invoices to the Project Authority.

6. Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified below. 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. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

8. Closure of Government Facilities

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 8.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

9. Tuberculosis Testing

- 9.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 9.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 9.3 All costs related to such testing will be at the sole expense of the Contractor.

10. Compliance with CSC Policies

- 10.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 10.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 10.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

11. Health and Labor Conditions

- 11.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 11.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 11.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 11.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."

12. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 12.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 12.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 12.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 12.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

13. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicability of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

14. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by (*the supplier or the contractor or the name of the entity awarded this contract*) respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

15. Privacy

15.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

15.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

16. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

ANNEX A - STATEMENT OF WORK

The Correctional Service of Canada has a requirement to have a qualified contractor to perform monthly or yearly inspections in accordance with the routine inspections of elevators, freight elevators and lifts for persons with physical disabilities as described or identified in this scope of work. The work will include but is not limited to the following:

1.1 Background

The Correctional Service of Canada has multiple elevators, freight Elevators and handicap Lifting devices in the Ontario region which require yearly certification, routine inspection and routine maintenance to stay certified as per Federal, Provincial, Municipal and Legislation within the Province of Ontario.

1.2 Objectives

To be able to do call-ups against the Standing Offer agreement to meet or exceed certification of all our Elevator, Freight Elevators and Handicap Lifting Devices and complete inspections.

1.3 Scope of Work

- Ensure all elevators meet TSSA requirements;
- Provide all required labour, tools and materials to perform, per year, twelve (12) identical monthly inspections, testing, and associated preventative maintenance on the specified elevating devices. Materials included in this scope are: lubricants; and oil/fluids for normal "top-up" to level and one (1) annual when not related to leaks.
- Provide all required labour, tools and materials to perform, within each twelve (12) month period, all required ANNUAL inspections, testing, and associated preventative maintenance on the specified elevating devices.
- Scope of inspections, testing and preventative maintenance to meet the minimum requirements laid out in ASME A17.1/CSA B44 "Safety Code for Elevators and Escalators" (as amended from time to time), ASME A17.2 "Guide for Inspection of Elevators, Escalators and Moving Walks" (as amended from time to time), the Technical Standards and Safety Act and O.Reg.209/01 Elevating Devices (both as amended from time to time), Technical Standards & Safety Authority requirements, manufacturers' recommendations and each elevator's Maintenance Control Program. Notwithstanding, each elevator is to be inspected, tested and maintained twelve times per year per Scope item #1 above.
- Prior to leaving the site, contractor to update site maintenance logs. Invoices must be accompanied by a contractor's work order specifying: the site location, elevator installation number and location; work done (including any materials used); date of work; and technician's name and Certificate/Licence number.
- All service reports, including any recommendations or requirements for further inspection, testing, maintenance, or repairs are to be submitted to the Technical Authority no later than two (2) weeks after the inspection.

1.4 See Table 1 for a list of elevators to be inspected under this Standing Offer.

SITE	ADDRESS	BRAND OF ELEVATING DEVICE	TYPE OF ELEVATING DEVICE	INSTALLATION NUMBER
RHQ	443 UNION STREET WEST, KINGSTON	THYSSENKRUPP	HYDRAULIC ELEVATOR	64500328
RSC	443 UNION STREET WEST, KINGSTON	DOVER	HYDRAULIC ELEVATOR	70974
RHQ-WLH	466 UNION STREET WEST, KINGSTON	CONCORD	LIFT	68075
MILLHAVEN "E" UNIT	5775 BATH ROAD, KINGSTON	KONE	HYDRAULIC ELEVATOR	10834
MILLHAVEN "A" UNIT	5775 BATH ROAD, KINGSTON	KONE	HYDRAULIC ELEVATOR	10833
MILLHAVEN "J" UNIT	5775 BATH ROAD, KINGSTON	KONE	HYDRAULIC ELEVATOR	10835
COLLINS BAY MEDIUM	1455 BATH ROAD B-1, KINGSTON	Dover Cimarron	PASSENGER ELEVATOR	69922
COLLINS BAY MEDIUM	1455 BATH ROAD C-36, KINGSTON	THYSSENKRUPP	LIFT	84728
COLLINS BAY MEDIUM	1455 BATH ROAD A-1, KINGSTON	Northern	PASSENGER ELEVATOR	67873
COLLINS BAY MINIMUM	1455 BATH ROAD F-32N, KINGSTON	Montgomery KONE	PASSENGER ELEVATOR	71156
COLLINS BAY MINIMUM	1455 BATH ROAD F-36-A, KINGSTON	Savaria S.I.	LIFT	70767
HENRY TRAILL CCC	1453 BATH ROAD, KINGSTON	THYSSENKRUPP	PASSENGER ELEVATOR	6545010
JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	OTIS	FREIGHT (CABLE)	010274
JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	MONTGOMERY KONE	HYDRAULIC ELEVATOR	067800
JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	MONTGOMERY KONE	HYDRAULIC ELEVATOR	061133
JOYCEVILLE MEDIUM	HWY 15 JOYCEVILLE	OTIS	FREIGHT ELEVATOR	010274
JOYCEVILLE MINIMUM BLDG 70	HWY 15 JOYCEVILLE	DOVER	HYDRAULIC ELEVATOR	71383
JOYCEVILLE	HWY 15	DOVER	HYDRAULIC	71384

MINIMUM BLDG 71	JOYCEVILLE		ELEVATOR	
JOYCEVILLE MINIMUM BLDG 51	HWY 15 JOYCEVILLE	DOVER	HYDRAULIC ELEVATOR	71385
JOYCEVILLE MINIMUM	HWY 15 JOYCEVILLE	CONCORD	LIFT	072541
BEAVER CREEK INSTITUTION (A&D)	2000 BEAVER CREEK DRIVE, GRAVENHURST	MATOT Inc.	DUMBWAITER	73512
BEAVER CREEK INSTITUTION (UNITY)	2000 BEAVER CREEK DRIVE, GRAVENHURST	OTIS	PASSENGER ELEVATOR	64620307
BEAVER CREEK INSTITUTION (VISTA)	2000 BEAVER CREEK DRIVE, GRAVENHURST	OTIS	PASSENGER ELEVATOR	64620304
BEAVER CREEK INSTITUTION (GO)	2000 BEAVER CREEK DRIVE, GRAVENHURST	OTIS	PASSENGER ELEVATOR	64620303
BEAVER CREEK INSTITUTION (V&C)	2000 BEAVER CREEK DRIVE, GRAVENHURST	ATLANTIC	VERTICAL LIFT PLATFORM-C	67208
BEAVER CREEK INSTITUTION (PROGRAMS)	2000 BEAVER CREEK DRIVE, GRAVENHURST	CONCORD	VERTICAL LIFT PLATFORM-C	76860
GRAND VALLEY INSTITUTION (MSU)	1575 HOMER WATSON BLVD, KITCHENER	SCHINDLER	PASSENGER ELEVATOR	64556878
GRAND VALLEY INSTITUTION (IFFS)	1575 HOMER WATSON BLVD, KITCHENER	DELTA	PASSENGER ELEVATOR	64532100
GRAND VALLEY INSTITUTION (MAX)	1575 HOMER WATSON BLVD, KITCHENER	DELTA	PASSENGER ELEVATOR	79133
GRAND VALLEY INSTITUTION (PROGRAMS)	1575 HOMER WATSON BLVD, KITCHENER	DELTA	PASSENGER ELEVATOR	71671
GRAND VALLEY INSTITUTION (PRINCIPLE)	1575 HOMER WATSON BLVD, KITCHENER	DELTA	PASSENGER ELEVATOR	64676772

1.5 See Table 2 for new elevators to be added to the inspection cycle as their original installation contracts expire.

1.5.1 It has been determined that the below listed Elevators have no per priority rights in relation to the required inspections.

SITE	ADDRESS	BRAND OF ELEVATING DEVICE	TYPE OF ELEVATING DEVICE	Machine Number
MILLHAVEN GI	5775 BATH ROAD	OTIS	HYDROFIT (HYDRAULIC)	614675
MILLHAVEN GO	5775 BATH ROAD	OTIS	HYDROFIT (HYDRAULIC)	614676
BATH GI	5775 BATH ROAD	OTIS	HYDROFIT (HYDRAULIC)	614670
BATH GO	5775 BATH ROAD	OTIS	HYDROFIT (HYDRAULIC)	614671
BATH RTC	5775 BATH ROAD	OTIS	HYDROFIT (HYDRAULIC)	614672
WARKWORTH GI	CAMPBELLFORD, ONTARIO	OTIS	HYDROFIT (HYDRAULIC)	614677
JOYCEVILLE MEDIUM GO	HWY 15 JOYCEVILLE	OTIS	HYDROFIT (HYDRAULIC)	614673
JOYCEVILLE MEDIUM GI	HWY 15 JOYCEVILLE	OTIS	HYDROFIT (HYDRAULIC)	614674

1.6 General Requirements:

- Work must be performed during regular working hours of 08:00 – 15:30, Monday to Friday;
- All applicable Federal, Provincial, Municipal safety codes and legislation such as Fall Protection, Confined Space, Canada Occupational Health and Safety codes, etc, are to be adhered to;
- Contractor to take every precaution and provide all Personal Protective Equipment (PPE) for all its staff while working within Correctional Service of Canada sites within the Ontario Region.
- Workmanship is to be of the highest standards and must meet all industry standards;
- All installed products are to be new and free of defects;
- Disposal of any removed material to be carried out using the highest standard in regard to landfill waste diversion, reusing and recycling;
- Any additional work beyond that described in this Scope of Work must be pre-approved by the Project Authority;
- All workers entering the institution are required to pass a CSC security clearance check (CPIC) prior to commencing any work within the institution.
- Worksite to be maintained clean and free of debris following completion of the work. Contractor is responsible for appropriate disposal of all wastes generated through this work.

1.7 Location of Work:

- The contractor must perform the work at all institutions in both Tables in the Kingston, Warkworth (Campbellford area), Fenbrook, Beaver Creek (Gravenhurst, Ontario) and Grand Valley Institution for women in the Kitchener Area.
- No travel reimbursement is anticipated for performance of the work under this contract.

1.8 Language of Work:

The winning contract must perform all work in English.

ANNEX B - PROPOSED BASIS OF PAYMENT

1.0 Contract Period

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of services as described in the scope of work, the Contractor will be paid an all inclusive firm price as set below in the performance of this Contract, HST or GST extra.

2.0 Contract Period: 07 December 2015 to 31 March 2016.

Bidders should use the following format when submitting their financial proposal:

INSPECTIONS	FREQUENCY "A"	TOTAL ELEVATORS TO INSPECT "B"	RATE "C"	TOTAL (A x B X C =D)
MONTHLY	12 PER YEAR	39 ELEVATORS	\$ _____	\$ _____
ANNUAL	1 PER YEAR	39 ELEVATORS	\$ _____	\$ _____
			TOTAL:	\$ _____

- a) All prices are to be quoted GST/HST EXTRA.
- b) Payments will be made upon submission of , based on call-up for the weekly and Monthly inspections. Invoices shall include detailing the dates of service, contract number. Total cost of invoice the level of effort expended during the billing period, in the call-up.
- c) In case of an error in the extension of prices, the unit price will govern.

3.0 Options to Extend the Contract Period:

Subject to the exercise of the option to extend the Contract period in accordance with Article <To Be Inserted at Contract Award> of the original contract, Options to Extend Contract, the Contractor will be paid the firm all inclusive rate(s), in accordance with the following table, GST or HST extra, to complete all Work and services required to be performed in relation to the Contract extension.

3.1 Option Period 1: 01 April 2016 to 31 March 2017.

INSPECTIONS	FREQUENCY "A"	TOTAL ELEVATORS TO INSPECT "B"	RATE "C"	TOTAL (A x B x C =D)
MONTHLY	12 PER YEAR	39 ELEVATORS	\$ _____	\$ _____
ANNUAL	1 PER YEAR	39 ELEVATORS	\$ _____	\$ _____
			TOTAL:	\$ _____

3.2 Option Period 2: 01 April 2017 to 31 March 2018.

INSPECTIONS	FREQUENCY "A"	TOTAL ELEVATORS TO INSPECT "B"	RATE "C"	TOTAL (A x B x C =D)
MONTHLY	12 PER YEAR	39 ELEVATORS	\$ _____	\$ _____
ANNUAL	1 PER YEAR	39 ELEVATORS	\$ _____	\$ _____
			TOTAL:	\$ _____

The Contractor must advise the Project Authority when 75% of the Contract's financial limitation is reached. This financial information can also be requested by the project Authority on an as-requested basis.

3.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated HST or GST of \$<To Be Inserted at Contract Award> is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.

ANNEX C EVALUATION CRITERIA

1.0 Technical Evaluation:

1.1 The following elements of the offer will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the offer **address each of these criteria** to demonstrate that the requirements are met.

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

- I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
- II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
- III. References must be presented in this format:
 - a. Name;
 - b. Organization;
 - c. Current Phone Number; and
 - d. Email address if available

1.6 Response Format

- I. In order to facilitate evaluation of offers, it is recommended that Offerors' offers address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.
- II. Offerors are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.
- III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical offer does

not include the required month and year for the start date and end date of the experience claimed.

- IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

MANDATORY TECHNICAL CRITERIA – Standing Offer Elevators

#	Mandatory Technical Criteria	Offeror Response Description (include location in offer)	Met/Not Met
M1	Bidder must provide a copy of certification that they can work in the Province of Ontario on Elevating, Handicap Lifting and Freight Elevators and provide Inspection Certificates for each device.		
M2	Bidder must provide a copy of certification of Technicians that are able to work on all the devices as per Table 1 and Table 2 of this Request for Standing Offer.		
M3	Bidder must provide a copy of their WSIB certificate to ensure they have coverage for the duration of the Standing Offer.		

ANNEX D - Insurance Requirements

1. Commercial General Liability Insurance:

- 1.1 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.
- 1.2 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 Correctional Service of Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

2. Litigation Rights:

- 2.1 Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

- 2.2 A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.