



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

There is a security requirement associated with this
document.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Inspection Overhead Crane/ Hoist/Mo	
Solicitation No. - N° de l'invitation W0125-15K007/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client W0125-15-K007	Date 2016-03-04
GETS Reference No. - N° de référence de SEAG PW-\$KIN-508-6854	
File No. - N° de dossier KIN-5-44058 (508)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-05	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Weaver, Tammy	Buyer Id - Id de l'acheteur kin508
Telephone No. - N° de téléphone (613) 484-1809 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 INTRODUCTION.....	2
1.2 SUMMARY	2
1.3 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	3
2.3 FORMER PUBLIC SERVANT.....	3
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	5
2.6 MANDATORY SITE VISIT	5
PART 3 - BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 – SECURITY AND INSURANCE.....	8
6.1 SECURITY REQUIREMENTS	8
6.2 INSURANCE REQUIREMENTS	8
PART 7 - RESULTING CONTRACT CLAUSES	9
7.1 STATEMENT OF WORK.....	9
7.2 STANDARD CLAUSES AND CONDITIONS.....	11
7.3 SECURITY REQUIREMENTS	11
7.4 TERM OF CONTRACT	11
7.5 AUTHORITIES	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	13
7.7 PAYMENT	13
7.8 INVOICING INSTRUCTIONS	14
7.9 CERTIFICATIONS	14
7.10 APPLICABLE LAWS.....	14
7.11 PRIORITY OF DOCUMENTS	14
7.12 INSURANCE REQUIREMENTS	15
7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	15
ANNEX “A” – STATEMENT OF WORK.....	16
ANNEX “B”	25
BASIS OF PAYMENT.....	25
ANNEX “C” – ATTACHED AS EXCEL SPREADSHEET – INSPECTION REPORT	26
ANNEX “D” – ATTACHED AS EXCEL SPREADSHEET - LIST OF CRANES	26
ANNEX “E”	26

INSURANCE REQUIREMENTS	26
ANNEX "F" – SECURITY REQUIREMENT CHECKLIST	28
ANNEX "G" – DND 626 TASK AUTHORIZATION FORM	28

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: 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 Statement of Work, the Basis of Payment, and Security Requirements, the Security Requirements Checklist, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

1.2.1 To supply all labour, equipment and materials, required to carry out periodic (annual), statutory inspections as well as scheduled and emergency service and repairs on cranes, hoists, monorails, and other similar equipment that is applicable to CSA B167-08, on an as and when required basis. Services to be provided at Canadian Forces Base (CFB) Trenton from date of contract to 31 August 2019.

1.2.2 "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".

1.2.3 "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), and the Agreement on Internal Trade (AIT)."

1.3 Debriefings

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 from 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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.

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Wing Construction Engineering, CFB Trenton 14 Alert Blvd, Astra, ON, on Tuesday, 17 March 2016. The site visit will begin at 9:30 a.m. in room #208.

Bidders must communicate with the Contracting Authority no later than five days to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. 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: Financial Offer one (1) hard copy and one (1) soft copy, Excel file, by e-mail to **kingston.procurement@pwgsc.gc.ca**

Section II: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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;
- (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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre 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: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

A. The Bidder must submit its bid in accordance with Annex B, Basis of Payment. Pricing must be provided for all line items in Canadian funds.

B. The unit price will be multiplied by the unit of issue for the extended price. The sum of the extended prices will be the evaluated price.

C. SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

PART 6 – SECURITY AND INSURANCE

6.1 Security Requirements

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 requirements 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 refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority within 14 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$30,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "B". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence designation Wing Construction Engineering, CFB Trenton14 Alert Blvd, Astra, ON). This process

includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.7.2 Standard Clauses and Conditions

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

[2035 \(2015-07-03\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4012 \(2012-07-16\)](#), Goods - Higher Complexity apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid *Designated Organization Screening* (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CISD at PWGSC.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of the CISD at PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex E;
 - b) *Industrial Security Manual* (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 August 2019 inclusive.

Solicitation No. - N° de l'invitation
W0125-15K007/A
Client Ref. No. - N° de réf. du client
W0125-15-K007

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44058

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Weaver
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8059/613-484-1809
Facsimile: 613-545-8067
E-mail address: Tammy.Weaver@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: (to be provided upon award of contract)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority 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 Project Authority; however, the Project 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

Name: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment *in Annex B*, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are *included* and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **to be provided upon contract award**. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Multiple Payments

H1001C (2008-05-12) Multiple Payments

7.7.4 T1204 - Direct Request by T1204 - Direct Request by Customer Department Customer Department

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7.8 Invoicing Instructions

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

Each invoice must be supported by:

a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

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

7.11 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 supplemental general conditions 4012 ([2012-07-16](#)), Goods - Higher Complexity;
- (c) [2035](#) ([2015-07-03](#)), General Conditions - Higher Complexity - Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex F, Security Requirements Check List;
- (g) Annex E, Insurance Requirements;
- (h) the signed Task Authorizations DND 626 (including all of its annexes, if any);
- (i) the Contractor's bid dated _____.

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

Annex "A" – Statement of Work

1.0 Identification

To supply all labour, equipment and materials, required to carry out periodic (annual), statutory inspections as well as scheduled and emergency service and repairs on cranes, hoists, monorails, and other similar equipment that is applicable to CSA B167-08, on an as and when required basis. Services to be provided at Canadian Forces Base (CFB) Trenton. :

2.0 Standards

2.1 The following standards listed are the minimum expected of this requirement.

- 2.1.1 Overhead Travelling Cranes – Design, Inspection, Testing, Maintenance, and Safe Operation (Canadian Standards Association (CSA) B167-08)
- 2.1.2 Ontario health and Safety Act (OHSA)
- 2.1.3 Canadian Electrical License (309 A)
- 2.1.4 Canadian Electrical Code (CEC)
- 2.1.5 Millwright License (426A)
- 2.1.6 National Building Code (NBC)
- 2.1.7 Technical Safety Standards Authority (TSSA)
- 2.1.8 American Society of Mechanical Engineers (ASME)
- 2.1.9 Fall Protection Standards (CAN/CSA-Z259)
- 2.1.10 Fall Restraint Training (all staff)

3.0 Minimum Requirements

3.1 The Contractor's inspectors as a minimum must:

- 3.1.1 meet the "Qualified Inspectors" criteria set forth in Section 5.2 of CSA B167-08
- 3.1.2 possess a valid Electrical Contractors License or Master Electrician License

The Contractor must submit copies of these qualifications and licenses to the Technical Authority within 10 days of contract award and upon request at any time during the contract term. The contractor must submit this information prior to their personnel arriving on the work site. Only personnel with the above qualifications will be allowed to perform services on the work-site.

3.2 The Contractor's service / repair personnel as a minimum must:

3.2.1 meet the criteria set forth in CSA B167-08

3.2.2 possess a valid Electrical Contractors License or Master Electrician License

3.2.3 have a minimum of one year of relevant experience.

The Contractor must submit copies of these qualifications and licenses to the Technical Authority within 10 days of contract award and upon request at any time during the contract term. The contractor must submit this information prior to their personnel arriving on the work site. Only personnel with the above qualifications will be allowed to perform services on the work-site.

4.0 Foreseeable Site Hazards

4.1 Department of National Defence (DND) takes Health and Safety for all persons granted access to the workplace very seriously. In accordance with the Canada Labour Code part 2 "all reasonable care to ensure that all persons granted access to the workplace, other than the employer's employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed to in the workplace".

4.2 Wing Construction and Engineering (WCE) has developed a list of foreseeable hazards. This is not an all-inclusive list. At the time of task authorization against this requirement and as part of the Contractor Site Safety Briefing, known hazards will be identified by the site inspector and Contractor's personnel for documentation and information to all workers.

5.0 Safety Plan

5.1 The Contractor must develop a site specific safety plan for this requirement which must be provided to the TA and the contractor's staff. Special attention must be placed on circumstances that require work in elevated positions

5.2 The Contractor is to supply a copy of their Health and Safety Policy & Program to the TA for review

5.3 The contractor must delineate his work area

6.0 Operating Environment

6.1 The location of work is in various aircraft hangars, vehicle garages, workshops, warehouses and similar institutional establishments at CFB Trenton.

7.0 Technical Requirement

7.1 The Contractor will be required to provide the following various classes of inspections and testing:

-
- 7.1.1 Periodic Inspections: for all equipment listed in the inventory will be conducted on an annual basis, typically during the month of July;
 - 7.1.2 Operational Inspections required during and as part of all service calls;
 - 7.1.3 Initial Inspections and testing (including load testing) for all new equipment and;
 - 7.2 All inspections must be conducted in accordance with CSA Standard B167-08, or most current standard.
 - 7.3 Scheduled inspections and service repairs will occur during normal working hours (0700 - 1530 hours) Monday to Friday.
 - 7.4 Unscheduled services during or outside of normal working hours will be considered emergency work and requested through a Task Authorization.
 - 7.5 The Contractor will be advised of the personnel authorized to request services. Services undertaken at the request of unauthorized person(s) will be done at the Contractors risk with regard to payment. The end users (military, mechanics, work shop and warehouse staff) are considered unauthorized persons.
 - 7.6 The Contractor must report to the Contracts Office (Bldg 155 – 14 Alert Blvd., Room 204) at CFB Trenton upon arrival, and must also sign-out upon work completion.
 - 7.7 The Contractor must have the capability of communicating, via cell phone, with the TA at all times while on site.
 - 7.8 Work must be neat, accurately fitted and finished in accordance with best trade practices. Installation of all materials must be in strict accordance with manufacturer's recommendations.
 - 7.9 Overhead cranes must be inspected with the use of Contractor provided mechanical scissor lift or articulated boom.
 - 7.10 Appropriate barriers and signage must be erected to provide a separate work area for Contractor's staff and to identify the hazard area to building occupants.

-
- 7.11 All equipment must be locked out prior to commencing service. The use of lockout procedures must be coordinated, in advance, with the Technical Authority and the building occupants.
- 7.12 The contractor must provide and maintain all tools and equipment required for the proper execution of the work. Temporary structures or aids erected by the Contractor will remain their property and must be removed by them from the site upon completion of the work
- 7.13 Each crane and hoist will be equipped with a log book which must be completed after each inspection or service call. The log book is not to be a part of the service report. The log book will remain with the unit and all entries must be legibly printed in block letters, dated, printed name and signature of the inspector.
- 7.14 In the event that off-site machining and fabrication is required, the Contractor will provide firm quotes for labour and materials to be price supported in accordance with the pricing basis.
- 7.15 Any repair work performed at an off-site facility (ie. the Contractor's site) will be managed using the Task Authorization process and must be approved by the TA prior to commencement.
- 7.16 Materials and parts authorized for use, oils and lubricants, must be those specified by the manufacturer of the equipment or of equivalent quality.
- 7.17 The Contractor must take all necessary precautions to protect and prevent damages to any structures and all surrounding equipment, property or installations. Damages caused by the Contractor must be made good without delay or cost to DND, and to the satisfaction of the TA.
- 7.18 All hazmat spills must be reported immediately to the Base Fire hall at 613-392-2811 local 3511 and to the TA. Contractor's equipment or actions resulting in a hazmat spill will be the financial responsibility of the Contractor in regards to cleanup. Cleaning and disposal operations must comply with local ordinances and anti-pollution laws.
- 7.19 Disposal of oil and oily waste is the Contractor's responsibility and must be transported by appropriate means and disposed of at an approved facility.
- 7.20 There will be no on-site disposal of any type of waste.

8.0 Periodic (Annual) Inspections

-
- 8.1 Periodic inspections for all overhead cranes, hoists and monorails will be carried out on an annual basis typically during the month of July, and will be conducted in accordance with CSA Standard B167-08, or the most current standard. CFB Trenton's Overhead Crane, Hoist and Monorail inventory is attached at Annex D. This list is subject to additions or deletions.
- 8.2 The Contractor will provide the TA with a minimum of 5 business days advance notice prior to the start of the inspection cycle. The TA will assist the contractor with arranging/scheduling access to all buildings and work sites as required.
- 8.3 All inspections or works once started will be continuous until completed. There will be no lengthy delay over the inspection cycle.
- 8.4 The Contractor must complete, as a minimum, the following procedures during periodic inspections:
- 8.4.1 Conduct a thorough visual and operational inspection and evaluation of each component.
 - 8.4.2 Perform complete inspections in order to examine and determine safe operation of the crane in accordance with the manufacturer and appropriate CSA standards as listed in section 2.0 of this specification.
 - 8.4.3 Conduct all adjustments, calibrations, measurements and tests in accordance with the manufacturer's recommendations and applicable code standards.
 - 8.4.4 Ensure all existing guards and safety systems are in place and functional.
 - 8.4.5 Top up all fluid reservoirs to levels required.
 - 8.4.6 Lubrication of both electrical and mechanical operating parts.
 - 8.4.7 Provide a thorough cleaning of equipment which must include the removal of any foreign debris in, on or under any of the equipment ensuring a swept and tidy appearance.
 - 8.4.8 On completion of the inspection the Contractor is to complete an inspection report attached Annex C.
- 8.5 Inspection reports must be received by TA within 14 days of the completed inspection. The reports must be typed, printed and signed. Reports are acceptable in PDF format.
- 8.6 The Contractor is not authorized to install parts during the inspection. The Contractor must contact the TA immediately when a fault is found. If the equipment is deemed unsafe the Contractor will advise the TA of this, and utilize appropriate lock out procedures. Once the TA has viewed the fault or problem a digital picture will be taken by the Contractor and forwarded to the TA by electronic means.
- 8.7 If during the inspection the Contractor identifies an issue on any of the equipment requiring disassembly or is not easily viewed due to overhead location or otherwise,

the Contractor must immediately contact the TA to visit the site in order to identify and view the problem.

8.8 Repairs identified during an inspection must be initiated by a Task Authorization and in accordance with para 9.0 of this specification.

9.0 **Service, Repair and Operational Inspections**

9.1 Response time must be within 2 working days from receipt of the authorized Task Authorization, or at a later time as agreed upon by the TA.

9.2 Emergency service or repair will be identified at the time of Task Authorization. Emergency service call response time must be scheduled and underway within 24 hours from receipt of the authorized Task Authorization.

9.3 All service and repair will be in accordance with the current CSA Standards and section 2.0 of this specification.

9.4 All materials and replacement parts authorized for use must be those specified by the manufacturer of the equipment or of equivalent quality approved by the TA.

9.5 The Contractor must:

9.5.1 Complete repairs in accordance with the Task Authorization;

9.5.2 If during the repairs the Contractor identifies an issue on any of the equipment that requires disassembly that was not included in the Task Authorization or is not easily viewed due to overhead location or otherwise, the Contractor must immediately contact the TA to visit the site in order to view the problem. Once the problem or fault has been viewed, the TA may request a digital picture be taken and forwarded to the TA's office by electronic means. If additional funds are required the Contractor must inform the TA before exceeding the value of the Task Authorization;

9.5.3 Conduct a full visual and operational inspection of the equipment;

9.5.4 Ensure all existing guards and safety systems are in place and functional;

9.5.5 Top up all fluid reservoirs to levels as required;

9.5.6 Lubricate both electrical and mechanical operating parts;

- 9.5.7 Remove any foreign debris in, on or under any of the equipment ensuring a swept and tidy appearance;
 - 9.5.8 In the event the repair is not completed, ensure a follow-up visit is scheduled within a reasonable and agreed upon time;
 - 9.5.9 Obtain uncommon parts and materials within 14 calendar days (or longer if approved by the TA);
 - 9.5.10 If the equipment is deemed unsafe, advise the TA and provide appropriate lock out procedures; and
 - 9.5.11 Complete the on-site log book after each inspection, repair or service. The log book will remain with the unit and all entries must be legibly printed in block letters, dated, printed name and signature of the qualified inspector.
- 9.6 All new equipment and parts will be operated and commissioned to the acceptance of the TA.
- 9.7 On completion of the service call the Contractor must provide the TA with a completed service report.

10.0 Deliverables

- 10.1 Deliverables expected by the Contractor are inspection records, service reports, estimates and quotes.
- 10.2 Inspection records are required for each piece of equipment upon completion of all scheduled inspections.
- 10.3 The inspection record attached at Annex C will be considered the minimum acceptable standard; any additional information will be annotated on a separate page and attached to the report for each piece of equipment and must indicate the following;
 - 10.3.1 Full identification of the Overhead Crane, Hoist or Monorail to include Manufacturer, Model, Serial, Capacity and specific electrical data;
 - 10.3.2 Equipment Identification Number and location;
 - 10.3.3 Completed adjustments, added fluids, alterations and recommendations for future upgrades or repair;

10.3.4 Overall observations, status of the equipment, code or standard non-compliance substantiated with applicable references; and

10.3.5 The TA will receive a dated, signed copy of the inspection record prior to Contractor's departure.

10.4 Service reports are required upon completion of a service call. In the event work spans several days a service report is required each day.

10.5 Service reports will include as a minimum the following information;

10.5.1 Full identification of the Overhead Crane, Hoist or Monorail to include Manufacturer, Model, Serial, Capacity and specific electrical data;

10.5.2 Equipment Identification Number and location;

10.5.3 Completed repairs, parts installed, adjustments, added fluids, alterations and recommendations for future upgrades or work;

10.5.4 Work not completed or other recommendations for future upgrades;

10.5.5 Overall observations, status of the equipment, code or standard non-compliance substantiated with applicable references;

10.5.6 Detailed on-site labour hours, materials and parts listed;

10.5.7 Other disbursements or authorized equipment rentals; and

10.5.8 The TA will sign, date and receive a copy of the service report prior to Contractor departure.

10.6 No work will commence without an approved Task Authorization.

10.7 All estimates and quotes will clearly demonstrate individual labour, parts and materials in accordance with the applicable pricing basis.

11.0 Invoicing

11.1 Invoices will be complete and forwarded as outlined in Part 7, 14 days of the completion of work and must contain the following:

11.1.1 Contract number and Task Authorization Number;

11.1.2 Bldg Number, equipment identifier and location of work;

11.1.3 Separate Material Cost;

11.1.4 Labour costs itemized in accordance with the pricing basis; and

11.1.5 Dated invoice to include date the work was completed.

11.2 No invoices will be paid for services without receipt of a complete inspection or service report, per piece of equipment, delivered to the TA.

12.0 Workmanship

12.1 Parts installed will be warranted for one year including labour and travel unless otherwise stated on the scope of work.

12.2 All new equipment will be warranted for a period of one (1) year or more up to and including the manufacturer's warranty.

Solicitation No. - N° de l'invitation
W0125-15K007/A
Client Ref. No. - N° de réf. du client
W0125-15-K007

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44058

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No./N° VME

ANNEX “B”

BASIS OF PAYMENT

See attached Excel Spreadsheet Annex “B”

ANNEX “C” – Attached as Excel Spreadsheet – Inspection Report

Annex “D” – Attached as Excel Spreadsheet - List of Cranes

Annex “E”

INSURANCE REQUIREMENTS

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.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- m. Litigation Rights: 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.

n. **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*

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.

2.Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

Solicitation No. - N° de l'invitation
W0125-15K007/A
Client Ref. No. - N° de réf. du client
W0125-15-K007

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44058

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No./N° VME

-
2. 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.

3. The following endorsement must be included:

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

Annex "F" – Security Requirement Checklist

Annex "G" – DND 626 Task Authorization Form