



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions
- TPSGC

11 Laurier St./ 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

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

"THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT"

"CE DOCUMENT CONTIENT UNE CONDITION
DE SECURITE"

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Maintenance & Professional Consulting Services
Division (FK)

11 Laurier St./ 11, rue Laurier

3C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet JANITORIAL SERVICES - BLOCK 1 BLDGS	
Solicitation No. - N° de l'invitation EJ196-170751/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 20170751	Date 2016-11-29
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-260-71901	
File No. - N° de dossier fk260.EJ196-170751	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-05	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bergeron, Lyne	Buyer Id - Id de l'acheteur fk260
Telephone No. - N° de téléphone (873) 469-4887 ()	FAX No. - N° de FAX (819) 956-3600
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

This amendment 001 is raised to modify the English and French version of the Solicitation as follow:

- 1) Remove from Solicitation: "Table of Contents;**
- 2) DELETE PART 7 – RESULTING CONTRACT CLAUSES – in it's entirety:**
- 3) INSERT: The following – Appendix "H".**

1) Remove from Solicitation: "Table of Contents", in it's entirety:

INSERT: The following in it's place;

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 **Former Public Servant**
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Mandatory Site Visit
- 2.7 *Ontario Labour Legislation - Bid*
- 2.8 *Additional Building Information*

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
 - Section I: Technical Bid
 - Section II: Financial Bid
 - Section III: Certifications
 - Section IV: Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certificates Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - SECURITY REQUIREMENT

- 6.1 Security Requirements
- 6.2 Employee Information for Security

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirements

- 7.4 Term of Contract
- 7.5 Authorities
- 7.6 Proactive Disclosure of Contracts with Former Public Servants
- 7.7 Payment
- 7.8 Invoicing Instructions - Maintenance Services
- 7.9 Certifications
- 7.10 Applicable Laws
- 7.11 Priority of Documents
- 7.12 Foreign Nationals (Canadian Contractor)
- 7.13 SACC Manual Clauses
- 7.14 Insurance Requirements
- 7.15 [Contract Financial Security](#)
- 7.16 Cellular Phones and/or Pagers
- 7.17 Government site Regulations
- 7.18 Pre-commencement Meeting

List of Appendices:

- Appendix "A" Scheduled Cleaning Operations (attached to Appendix "B")
- Appendix "B" Statement of Work
- Appendix "C" Security Requirements Check List (SRCL)
- Appendix "D" [Additional Building Information](#)
- Appendix "E" [Information on Incumbent Employees](#)
- Appendix "F" [Collective Agreement](#)
- Appendix "G" [Complete List of Names of all individuals who are currently Directors of the Bidder.](#)
- Appendix "H" [Federal Contractors Program for Employment Equity – Certification](#)

2) DELETE PART 7 – RESULTING CONTRACT CLAUSES – in it's entirety:

INSERT: The following in it's place;

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

To provide Janitorial Services including all labour, material and equipment for Public Works and Government Services Canada (PWGSC), located at Block 1 – Langevin Building (80 Wellington St.), Blackburn Building (85 Sparks St.), Postal Station "B" (59 Sparks St.), Hope Building (63 Sparks St.), Saxe Building (75 Sparks St.), O'Brien Building (65 Sparks St.), Canada Four Corners Building (93 Sparks St./14 Metcalfe St.), Marshall Building/Welcome / Information Center, (90 Wellington St.), Ottawa, Ontario, Canada. The services must be provided in accordance with the Statement of Work attached at Appendix "B".

7.1.1 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and

(b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. 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 relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.1.2 Mandatory Response Time

It is a mandatory requirement of this contract that the Company authorized representative be personally available to attend meetings and to respond to inquiries within 24 hours of the Technical Authority's or the Contracting Authorities request. Also in accordance with Statement of Work, Section 1, Special Conditions, clause 2.4, it is mandatory to provide an Emergency response and onsite service within one (1) hour of receiving a call 24 hours a day, 7 days a week.

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 (2016-04-04) General Conditions - Higher Complexity Services, apply to and form part of the Contract.

7.3. Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance to the level of TOP SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET or TOP SECRET clearance, as required**, granted or approved by CISD/ PSPC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/ PSPC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable).
 - (b) Industrial Security Manual (Latest Edition).

7.3.1 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of Contract

The period of the Contract is from _____ to _____ inclusive. (Initial period is a 2 year period)

7.4.2 Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) ADDITIONAL CONSECUTIVE TWELVE (12) MONTH PERIODS each under the same conditions. The Contractor

Solicitation No. - N° de l'invitation
EJ196-170751/001/FK

Amd. No. - N° de la modif.
001

Buyer ID - Id de l'acheteur
fk260

Client Ref. No. - N° de réf. du client
20170751

File No. - N° du dossier
EJ196-170751

CCC No/N° CCC - FMS No/N° VME

agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor **60 days** before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

At the time option year 2 and option year 3 are exercised, the rates in the Basis of Payment will be increased or decreased by multiplying the rates by the percentage change in "The Consumer Price Index", major components, selected sub-groups and special aggregates, provinces, Whitehorse and Yellowknife, not seasonally adjusted" ("CPI") for the appropriate province for the 12 month period ending two months before the expiration date of the current period of the contract ("period"). The CPI which will be used is published in Statistics Canada Catalogue no. 62-001-X, tables 9-1 to 9-12, for the appropriate province all-items CPI of the period as described above.

Consumer Price Index for Canada is published by Statistics Canada and is available at:

- <http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-001-X&chropt=1&lang=eng> ; or
- <http://www.statcan.gc.ca/subjects-sujets/cpi-ipc/cpi-ipc-eng.htm> ; or
- <http://cansim2.statcan.ca>, Table 326-0020

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lyne Bergeron
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting Directorate
3C2, 11 Laurier Street, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Telephone Number: 873-469-4887
Facsimile Number: 819-956-3600
Lyne.bergeron@pwgsc-tpsgc.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 Technical Authority

The Technical Authority for the Contract is: **WILL BE PROVIDED AT CONTRACT AWARD.**

____ (name of departmental representative)
____ (title)
____ (organization name)
____ (address)
Telephone: ____
Facsimile : ____
E-mail : ____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under

the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work.

Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

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

Name: _____
Telephone: _____
Cellular: _____
Facsimile: _____
E-mail: _____

7.5.4 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

Non working on-site Supervisor

Supervisor Name: _____
Telephone Number: _____
Cellular Number: _____
Facsimile Number: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants (A3025C – 2013-03-21)

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 - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with General Conditions 2035 16 (2014-09-25) Payment Period. Applicable taxes are extra, if applicable.

a) Firm rates shall be paid in accordance with **Pricing Schedule 1** in twelve (12) payments at the end of each month.

b) "As and When Requested" Work

Any costs incurred for **Extra Work** in accordance with **Pricing Schedule 2 will be paid on an 'as and when requested' basis in accordance with the Statement of Work, Appendix B**, after completion, inspection and acceptance of the work performed.

Canada's total liability to the Contractor under the "as and when requested" portion of the Contract must not exceed **(to be determined)**. Applicable Taxes are extra, if applicable.

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of the sum when:

(a) it is 75 percent committed, or

(b) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority.

whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor must provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work.

7.7.2 Basis of Pricing

The Basis of Pricing will be inserted at contract award as per winning bid submitted in accordance with Part 3 Section II Financial Bid - Basis of Pricing of this solicitation.

At the time Option Year 2 and Option Year 3 are exercised, the rates in the Basis of Payment will be increased or decreased by multiplying the rates by the percentage change in "The Consumer Price Index", major components, selected sub-groups and special aggregates, provinces, Whitehorse and Yellowknife, not seasonally adjusted" ("CPI") for the appropriate province for the 12 month period ending two months before the expiration date of the current period of the contract ("period"). The CPI which will be used is published in Statistics Canada Catalogue no. 62-001-X, tables 9-1 to 9-12, for the appropriate province all-items CPI of the period as described above.

Consumer Price Index for Canada is published by Statistics Canada and is available at:

- <http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-001-X&chropt=1&lang=eng> ; or
- <http://www.statcan.gc.ca/subjects-sujets/cpi-ipc/cpi-ipc-eng.htm> ; or
- <http://cansim2.statcan.ca> , Table 326-0020

7.7.3 Limitation of Expenditure

The Contractor will supply the goods and services under the Contract to an estimated total expenditure not exceeding \$ (to be determined) (applicable taxes excluded) of which \$ (to be determined) (applicable taxes excluded) is for goods and/or services enumerated or described in Basis of Pricing, Pricing Schedule I and \$ (to be determined) (applicable taxes excluded) is for additional goods and/or services that may be requested on an "as and when requested" basis at the prices and or rates set out in Pricing Schedule 2.

7.7.4 Determination of Cost

Canada may from time to time notify the contractor in writing of any changes to the amount of space to be cleaned. In the case of the addition or elimination of cleanable space, the change in the amount of the contract will be calculated using the firm monthly rate per m² identified in Pricing Schedule, and in accordance with the following formula:

The firm monthly rate per m² in the contract Basis of Payment for routine and scheduled cleaning operations will be multiplied by twelve months and divided by two hundred and fifty working days. This amount will then be multiplied by the additional or eliminated m². The ensuing amount will then be multiplied by the number of days the additional space will be cleaned or eliminated. The resulting amount will represent the amount by which the contract will be increased or decreased.

7.7.5 SACC Manual Clauses

H1008C (2008-05-12) Monthly Payment

A9116C (2007-11-30) T1204 – Information Reporting by Contractor

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

C0710C (2007-11-30) Time and Contract Price Verification

7.8 Invoicing Instructions

7.8.1 Inspection and Acceptance (D5328C 2014-06-26)

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.8.2 Monthly Payment (H1008C - 2008-05-12)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.8.3 Invoicing Instructions

1. All invoices are to be mailed or emailed to the Technical Authority as per the Front Page of the contract and must include the following:
 - a) Company name and address;
 - b) Contract Number;
 - c) Description of routine, schedule and patrol cleaning`;
 - d) Description of additional cleaning and emergency cleaning operations with support documents, as appropriated and the value;
 - e) Name of the person who requested the service;
 - f) Applicable tax as a separate line item;
 - g) Procurement Business Number, and
 - h) Client Reference Number;
2. The Contractor must distribute the invoices as follows:

The original invoices and all required documentation must be forwarded to the following address for certification and payment.

Invoices are to be made out and mailed to:

Public Works and Government Services Canada
Maintenance and Operation Assurance

Ottawa, Ontario, K1A 0S5

or by email as a PDF to: @tpsgc-pwgsc.gc.ca (Identify TA at Contract Award)

3. Payment will only be made on receipt of satisfactory invoices duly supported by any specified documents called for under this contract. Failure to submit the correct information may result in the rejection of the invoice for processing.

7.8.4 Electronic Payment Instruments

The Bidder accepts to be paid by:
* Direct Deposit

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.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)- Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the 'FCP Limited Eligibility to Bid' list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

This 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 General Conditions 2035, **(2016-04-04)**;
- (c) Appendix "A" Scheduled Cleaning Operations;
- (d) Appendix "B" Statement of Work;
- (e) Appendix "C" Security Requirements Check List (SRCL);
- (f) the Contractor's bid dated _____ **(insert date of bid)**, as amended _____ **(insert date(s) of amendment(s) if applicable)**

7.12 Foreign Nationals (Canadian Contractor) A2000C (2006-06-16)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 SACC Manual Clauses

A0075C (2014-11-27) Ontario Labour Legislation - Contract *(applies in Ontario only)*
A2000C (2006-06-16) Foreign Nationals (Canadian Contractor).
A7017C (2008-05-12) Replacement of Specific Individuals

7.14 Insurance Requirements

7.14.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.14.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

7.14.2 Commercial General Liability Insurance (G2001C – 2014-06-26)

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

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

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insured's: 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 endeavor 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.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (o) 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.

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.

7.15 Contract Financial Security (E0007C 2011-05-16)

1. The Contractor must provide one of the following contract financial securities within 14 calendar days after the date of contract award:
 - (a) performance bond form [PWGSC-TPSGC 505](#) in the amount of **20 percent** of [Pricing Schedule 1](#) and 2 of the firm Contract Price; or
 - (b) a security deposit as defined [in clause E0008C](#) in the amount of **20 percent** of [Pricing Schedule 1](#) and 2 of the firm Contract Price.
 - (c) an irrevocable standby Letter of Credit as defined in clause E0008C in the amount of **20 percent** of [Pricing Schedule 1](#) and 2 of the firm contract price.
2. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, [Appendix L](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl), Acceptable Bonding Companies (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>).

7.15.1 Security Deposit Definition (E0008C 2014-09-25)

1. "security deposit" means

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or
- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

2. "approved financial institution" means

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
- e. the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- a. payable to bearer;
- b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- c. registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- b. must state the face amount which may be drawn against it;
- c. must state its expiry date;
- d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;

f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and

g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

7.16 Cellular Phones and/or Pagers

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

7.17 Government Site Regulations

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

7.18 Pre-Commencement Meeting

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

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

3) INSERT: The following – Appendix "H".

APPENDIX 'D' to Part 5 Certifications and Additional Information

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

() A1. The Bidder certifies having no work force in Canada.

() A2. The Bidder certifies being a public sector employer.

() A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

() A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees)

[temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)