



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

INVITATION TO TENDER

APPEL D'OFFRES

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

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

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

Title - Sujet Elevator 451 Talbot Street, London	
Solicitation No. - N° de l'invitation EQ755-172200/A	Date 2016-12-22
Client Reference No. - N° de référence du client R.084085.001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWL-037-2258
File No. - N° de dossier PWL-6-39138 (037)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-17	
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: Dhillon, Ambreen	Buyer Id - Id de l'acheteur pwl037
Telephone No. - N° de téléphone (416) 590-8253 ()	FAX No. - N° de FAX (416) 512-5862
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC-TPSGC 451 Talbot Street London, ON N6A 5C9	

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

IMPORTANT NOTICE TO BIDDERS

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see 5 - Certifications, SUPPLEMENTARY CONDITIONS - PART B (SCB15) and the annex named "Federal Contractors Program for Employment Equity - Certification."

INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R5110T of the General Instructions for more information.

CLAUSES REFERRED TO BY NUMBER (I.E. R5110T, 2035, R2890D, ETC.) CAN BE FOUND AT THE FOLLOWING WEBSITE: buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all (to proceed with a search, insert clause reference number in ID box).

CONTRACT SECURITY REQUIREMENTS for PART A - CONSTRUCTION

See SI14 of the Special Instructions to Bidders.

LIMITATION OF LIABILITY for PART A - CONSTRUCTION

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 of R2810D "Indemnification By the Contractor" in the Supplementary Conditions.

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to Special Instruction to Bidders SI15.

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SPECIAL INSTRUCTIONS TO BIDDERS

SI01 REQUIREMENT

This solicitation combines an Invitation to Tender for the modernization of elevators construction project (Part A) and an Invitation to Tender for the subsequent long term elevator maintenance services (Part B). Each part shall result in a separate contract, and both contracts will be awarded to a single contractor. During the Modernization Work (Part A), the Contractor will be responsible for the maintenance of all elevators.

SI02 PRE-QUALIFIED LIST

Only bids from Bidders whose names are on all the applicable **Lists of Prequalified Elevator Maintenance Contractors** for the province of Ontario and for all the following type] of equipment: Electric Elevators will be considered for this solicitation.

SI03 BID DOCUMENTS

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) R5110T (2016-04-04) General Instructions to Bidders;
- (d) Drawings and Specifications - Part A;
- (e) Specifications for Elevating Devices Maintenance - Part B;
- (f) Clauses and conditions identified in "Contract Documents" articles - CDA01 and CDB01;
- (g) Bid and Acceptance Form; and
- (h) Any amendment issued prior to the bid closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2) R5110T(2016-04-04) General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this solicitation must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G114 of R5110T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.

- 3) All enquiries and other communications related to this solicitation sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

SI05 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 451 Talbot St., London ON on January 5, 2017 at 10:00am.

SI06 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI09 of R5110T. The facsimile number for receipt of revisions is 416-512-5862

SI07 BASIS OF SELECTION

- 1) The Bidder submitting the compliant bid with the lowest **Total Evaluated Price** will be recommended for award of both resulting contracts.
- 2) The **Total Evaluated Price** will be calculated using the amounts offered in PART A and PART B of BA03 of the Bid and Acceptance Form.
 - (a) For purposes of calculating the **Total Evaluated Price**, the Total Monthly Amount (TMA) offered for long term maintenance (Part B) shall be converted to a **Net Present Value (NPV)** as follows:

$$\text{NPV} = \text{TMA} \times \text{NPVm}.$$

Where

TMA = Total Monthly Amount of BA03 - PART B of the Bid and Acceptance Form

NPVm = Net Present Value multiplier

The Net Present Value multiplier (NPVm) is derived using the Bank of Canada long-term Benchmark Bond yield of *insert month and year (insert % annum)*, a term of 300 months (the maximum period of the maintenance contract) and monthly interest compounding.

This yields a **NPVm** = 227.48

- (b) **The formula used to calculate the Total Evaluated Price (TEP) is as follows:**

TEP = Total Bid Amount (TBA) in BA03 - PART A of the Bid and Acceptance Form **PLUS Net Present Value (NPV)**.

Example of Evaluation:

Company XYZ submits bids in the following amounts:

TBA - Total Bid Amount (PART A) = \$300,000

TMA - Total Monthly Amount (PART B) = \$3,000/month

NPVm - Net Present Value multiplier = 227.48

NPV - Net Present Value = \$3,000.00 (TMA) X 227.48 (NPVm) = \$682,440.00

Company XYZ **Total Evaluated Price** = TBA (\$300,000.00) + NPV (\$682,440.00) = **\$982,440.00**

SI08 INSUFFICIENT FUNDING

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may
 - (a) cancel the solicitation; or
 - (b) obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
 - (c) negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI09 BID VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI09 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI09 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the invitation to tender.
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI10 of R5110T.

SI10 CONSTRUCTION AND MAINTENANCE DOCUMENTS

- 1) The successful contractor will be provided with one paper copy of the sealed and signed drawings, the construction specifications, the maintenance specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of five (5) will be provided free of charge upon request by the contractor. Obtaining more copies shall be the responsibility of the contractor including costs.

SI11 SECURITY REQUIREMENT

1. **At bid closing, the Bidder must hold a valid** Security Clearance as indicated in section SCA01 and SCB02 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.

2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SCA01 and SCB02 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

SI12 FORMER PUBLIC SERVANT

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

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

By providing this information, 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 the Applicable Taxes.

SI13 Obligation to Provide Contract Security for Part A - Construction

The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security" <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2890D/8>

SI14 Public Works and Government Services Canada, Apprentice Procurement Initiative

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.

4. Signed certifications (Annex G) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex G.

If you accept fill out and sign ANNEX G

** The journey person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

SI15 WEBSITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Code of Conduct for Procurement
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Declaration Form for Procurement <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Contracts Canada <http://www.contractscanada.gc.ca/index-eng.html>

Employment Equity Act
<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>

Performance Bond (form PWGSC-TPSGC 505)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

SACC Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

PWGSC Industrial Security Services,
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca/>

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

CONDITIONS - PART A - CONSTRUCTION

CDA01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
 - (a) Contract page when signed by Canada;
 - (b) Duly completed Bid and Acceptance Form;
 - (c) Drawings and Specifications;
 - (d) The following clauses and conditions:
 - General Conditions:
 - R2810D (2016-04-04) GC1 General Provisions;
 - R2820D (2016-01-28) GC2 Administration of the Contract;
 - R2830D (2015-02-25) GC3 Execution and Control of the Work
 - R2840D (2008-05-12) GC4 Protective Measures;
 - R2850D (2016-01-28) GC5 Terms of Payment;
 - R2860D (2016-01-28) GC6 Delays and Changes in the Work;
 - R2870D (2008-05-12) GC7 Default, Suspension or Termination of Contract;
 - R2880D (2016-01-28) GC8 Dispute Resolution;
 - R2890D (2014-06-26) GC9 Contract Security;
 - R2900D (2008-05-12) GC10 Insurance;
 - R2950D (2015-02-25) Allowable Costs for Contract Changes Under GC6.4.1;
 - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by number, date and title are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> .
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS - PART A (SCA)

SCA01

SECURITY RELATED REQUIREMENTS

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

1. 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 Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, 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), attached at Annex A
 - b. Industrial Security Manual (Latest Edition).

SCA02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

- 1) The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2) The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - (a) In respect to losses for which insurance is to be provided pursuant to GC10.1 "Insurance Contracts" of R2900D, the Commercial General Liability insurance limit for one occurrence as referred to in the "Insurance Terms" of R2910D.
 - (b) In respect to losses for which insurance is not required to be provided in accordance with GC10.1 "Insurance Contracts" of R2900D, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.
- 3) The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a

third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.

- 4) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5) Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SCA03 INSURANCE TERMS

1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for

Products/Completed Operations hazards on its Commercial General Liability insurance

policy, for a period of six (6) years beyond the date of the Certificate of Substantial

Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

CONDITIONS - PART B - MAINTENANCE

CDB01 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
 - (a) Contract page when signed by Canada;
 - (b) Duly completed Bid and Acceptance Form;
 - (c) Specifications for Elevating Devices Maintenance;
 - (d) 2035 (2016-04-04) General Conditions ;
 - (e) H1008C (2008-05-12) Monthly Payment;
 - (f) A9116C (2007-11-30) T1204 - Information Reporting by Contractor;
 - (g) A2000C (2006-06-16) Foreign Nationals (Canadian Contractor);
 - (h) A3015C (2014-06-26) Certifications - Contract;
 - (i) Supplementary Conditions - Part B - Maintenance;
 - (j) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (k) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (l) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by number, date and title in subsection 1) of CDB01 are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS - PART B (SCB)

SCB01 WORK REQUIREMENT

- 1) To provide Long Term Maintenance Services including all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices on at 451 Talbot St. London ON.
- 2) The service must be provided in accordance with the Specifications for Elevating Devices Maintenance number 8M25-0000.

SCB02 SECURITY RELATED REQUIREMENTS

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

1. 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 Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, 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), attached at Annex A
 - b. Industrial Security Manual (Latest Edition).

SCB03 AUTHORITIES

THIS INFORMATION WILL BE PROVIDED AT THE BEGINNING OF THE CONTRACT PERIOD FOR PART B - MAINTENANCE.

SCB04 PRIORITY OF DOCUMENTS

In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (a) any amendment or variation of the Contract Document - Part B - Maintenance;
- (b) any amendment issued prior to bid closing;
- (c) the supplementary conditions;
- (d) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- (e) Annex A - Specifications for Elevating Devices Maintenance;
- (f) Annex B - Security Requirements Check List (SRCL);
- (g) Annex C, Federal Contractors Program for Employment Equity - Certification (if applicable);
- (h) the duly completed Bid and Acceptance Form when accepted.

Later dates shall govern within each of the above categories of documents.

SCB05 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties shall be governed by the applicable laws in force in the province where the work is performed.

SCB06 COMMERCIAL GENERAL LIABILITY INSURANCE

- 1) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 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 the Minister of Public Works and Government Services.
 - (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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

SCB07 INSURANCE - SPECIFIC REQUIREMENTS

- 1) The Contractor must comply with the insurance requirements specified in SCB06, AND/OR SCB07. 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.
- 2) 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.
- 3) The Contractor must forward to the Contracting Authority within thirty (30) days after the date of the issuance of the Certificate of Completion of the construction 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.

SCB08 DETERMINATION OF COST

- 1) Canada may order additional Services and dispense with or change any part of the Services required by the Contract.

- 2) The amount of the increase or decrease in the contract amount shall be an amount mutually agreed upon by Canada and the Contractor.
- 3) Failing to agree in the amount of increase in services, the amount shall be the reasonable and proper costs paid or legally payable by the Contractor directly attributable to the additional services, plus 10% of the total of such costs being an allowance for overhead, including finance and interest charges, and profit.
- 4) Failing to agree in the amount of decrease in services, the amount will be established by Canada.

SCB09 BASIS OF PAYMENT

- 1) **Progress Payment** - Progress payments shall be made at monthly intervals not later than 30 days after the end of the monthly interval. The amount of the progress payment shall be the Total Monthly Amount shown on the Bid for the first year and adjusted Total Monthly Amount according to article 2 below for the following years.
- 2) **Yearly Price Adjustment:** On April 1st of each year, the Total Monthly Amount shall be adjusted in the manner provided below. The first adjustment shall be made on April 1st following the first full year of the term of the Part B Maintenance Contract (Term of Contracts is described in BA06 of the Bid and Acceptance Form).

The adjustment of materials shall be made according to the index of Electrical Equipment Manufacturing V79310583, (Base 2010=100) as published by Statistics Canada.

The adjustment of labour shall be made according to the hourly Total Compensation Package regular rate published each year by the National Elevator and Escalator Association for the previous year.

The adjustment of travel expenses shall be made according to the Consumer Price Index V41690973 (62-001-X, Base 2002=100) as published by Statistics Canada.

Price Adjustment:

- (a) **Materials:** For the initial adjustment, the monthly price for materials and labour, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying 20% of the above monthly price by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted materials monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- (b) **Labour:** For the initial adjustment, the monthly price for materials and labour, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying 80% of the monthly price by the percentage of change in the hourly Total Compensation Package regular rate paid to the elevator mechanics in the locality where the equipment is to be maintained.

For subsequent adjustments, the adjusted labour monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the hourly Total Compensation Package

regular rate paid to elevator mechanics in the locality where the equipment is to be maintained.

- (c) **Travel Expenses:** For the initial adjustment, the monthly travel expenses, identified in the Bid, shall be increased or decreased by the amount obtained by multiplying the travel expenses by the percentage of change in the annual average index of the previous year.

For subsequent adjustments, the adjusted monthly price of the previous year shall be increased or decreased by the amount obtained by multiplying the above adjusted monthly price by the percentage of change in the annual average index of the previous year.

- 3) **Overtime Payments :** In the event that examinations, repairs or a call-back service included in the Contract are required during overtime working hours, the Contractor shall absorb the hours worked according to the hourly Total Compensation Package regular rate and Canada shall be charged only for the difference between the hourly Total Compensation Package regular rate and the hourly Total Compensation Package overtime rate as obtained from the National Elevator and Escalator Association. In the event of additional disbursements, Canada shall pay the difference between the disbursements incurred and the disbursements included in the monthly prices, provided that such disbursements are properly substantiated. An allowance for overhead and profit in an amount of 10% of the above overtime and disbursement payments shall also be paid to the Contractor.
- 4) **Pro-Rations:** Section 2, Particular Requirements, of the Specifications may indicate, under "Pro-Ration", items which may require replacement before the end of the Contract and a percentage of wear for each of these items at the time of the award of the Contract. When these items are replaced, Canada shall pay an amount calculated by multiplying the cost of the replacement by the percentage of wear shown under "Pro-Ration". Canada shall also pay an additional amount calculated by multiplying the balance of the replacement cost by the proportion between the Term of the Contract remaining at the time the replacement is ordered and the total Term of the Contract. The Contractor shall be responsible for the remaining amount.

SCB10 INVOICING INSTRUCTIONS - MAINTENANCE SERVICES

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in *the Statement of Work* of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:
- (a) The original and two (2) copies of the invoices and monthly maintenance reports must be forwarded to the address shown on page 1 of the Contract for certification and payment.

SCB11 PRE-COMMENCEMENT MEETING

A pre-commencement meeting is mandatory for the Contractor prior to commencing any Maintenance service. The time and place of this meeting will be determined by the Technical Authority.

SCB12 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall co-operate fully with other contractors or workers sent by Canada to the premises where the Services are to be performed.

SCB13 PUBLICITY

The Contractor shall neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the Services without the approval of the Technical Authority. Notices and signs that indicate that the equipment is out of service shall be in both official languages of Canada with equal prominence given to each language.

SCB14 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.

SCB15 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 HRSDC-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 HRSDC will constitute the Contractor in default as per the terms of this Contract.

BID AND ACCEPTANCE FORM

BA01 IDENTIFICATION

EQ755-172200

451 Talbot St. Elevator Modernization
London, ON

Project Number: **R.084085.001** (Construction)
R.084085.001 (Maintenance)

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for

PART A - Construction

the Total Bid Amount of

\$ _____ excluding Applicable Taxes;
(to be expressed in numbers only)

and

PART B - Maintenance

The Total Monthly Amount of \$ _____ excluding Applicable Taxes; which consists of
(to be expressed in numbers only)

(a) a monthly amount of \$ _____ for materials and labour; and

(b) a monthly amount of \$ _____ for travel expenses.

The Total Monthly Amount shall be adjusted yearly as per paragraph 2) of SCB09.

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of [_30_] days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, two (2) binding Contracts shall be formed between Canada and the Contractor. The documents forming the Contracts shall be the contract documents referred to in **CDA01** for **PART A - Construction** and **CDB01** for **PART B - Maintenance**.

BA06 TERM OF CONTRACTS

- 1) The Contractor shall perform and complete the Work of **PART A - Construction**, within 62 weeks from the date of notification of acceptance of the offer.
- 2) The Contractor shall perform the Work of **PART B - Maintenance**, hereinafter called the Term of Contract of Part B - Maintenance, for a period of ten (10) years commencing on the date of issuance of the Certificate of Completion of **PART A - Construction**.
- 3) The Contractor grants to Canada the irrevocable option to extend the term of Contract of Part B - Maintenance by up to three (3) additional five (5) year periods under the same conditions. The Contractor 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 at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid for **PART A - Construction** in accordance with G106 BID SECURITY REQUIREMENTS of R5110T.

BA08 SIGNATURE

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

Signature

Date

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. Unless specified otherwise, 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or will constitute a default under the contract.

1. Certifications Required with the Bid

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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.

2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

2.1 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

ANNEX A - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

ANNEX B – SPECIFICATIONS FOR ELEVATOR MAINTENANCE – PART B

PLEASE SEE ATTACHMENT 001- SPECIFICATIONS 8M25-0000

ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL)

SEE ATTACHMENT 003

ANNEX D
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 and 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 HRSDC-Labour's website.

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

A.5 The Bidder has a combined work force 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 HRSDC-Labour.

OR

- ☐ A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-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)

ANNEX E CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance

(2015-07)

coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

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

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

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

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

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

Builder's Risk / Installation Floater

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

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

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

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

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

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

ANNEX F - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex H.

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

ANNEX G - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT

(Sample)

This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.
