



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

<b>Title – Sujet</b> Elevator Maintenance Services for the Canadian Coast Guard College		<b>Date</b> September 29, 2017
<b>Solicitation No. – N° de l'invitation</b> F5211-170020		
<b>Client Reference No. - No. de référence du client</b> F7003-176002		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 AST (Atlantic Standard Time) <b>On / le :</b> Wednesday November 8, 2017		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Morgan Marchand Senior Contracting Officer <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

### **1.5 Procurement Ombudsman**

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



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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

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

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

#### 2.1.1 SACC Manual Clauses- Access to Facilities and Equipment

SACC Manual Clause [B9028C](#) (2007-05-25) - Access to Facilities and Equipment

### 2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

### 2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a



proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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



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

### **3.1 Bid Preparation Instructions**

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

**Section I: Technical Bid** (one soft copy in PDF format)

**Section II: Financial Bid** (one soft copy in PDF format)

**Section III: Certifications** (one soft copy in PDF format)

**The maximum size per email (including attachments) is limited to 10 MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

**Section I: Technical Bid**

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

**Section II: Financial Bid**

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

#### **3.1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see Annex B – Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

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



## PART 5 - CERTIFICATIONS

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

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

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

### 5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

#### 5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

##### 5.1.1.1 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

#### 5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

##### 5.1.2.1 Education and Experience

SACC Manual Clause [A3010T](#) (2010-08-16) Education and Experience

##### 5.1.2.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_





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### 5.1.2.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

#### The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



## 5.2 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes (  )                      No (  )

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

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

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



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### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes** ( )                      **No** ( )

If so, the Bidder must provide the following information:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Statement of Work

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

### 6.3 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.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

#### 6.3.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27–Integrity Provisions– Section 6.3.1 referenced above is amended as follows:

Delete section 27 in its entirety.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) 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 **15 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.



## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Morgan Marchand  
 Title: Senior Contracting Officer  
 Department: Fisheries and Oceans Canada  
 Directorate: Material and Procurement Services  
 Address: 301 Bishop Drive, Fredericton NB, E3C 2M6  
 Telephone: 506-452-3660  
 Facsimile: 506-452-3676  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.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.

### 6.5.2 Project Authority *(To be inserted at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative *(To be inserted at contract award)*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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



## 6.7 Payment

### 6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate, as specified in Annex C for a cost of \$ \_\_\_\_\_ (*To be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.1.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.1.3 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.4 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

### 6.7.2 Limitation of Price

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

### 6.7.3 Monthly Payment

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.

## 6.8 Invoicing Instructions

### 6.8.1 Payments will be made provided that:

6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)

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



## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

## 6.11 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 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex C, Basis of Payment;
- (e) Annex D, Insurance Conditions;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

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



### **6.13 Insurance – Specific Requirements G1001C (2013-11-06)**

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.





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## ANNEX "A" STATEMENT OF WORK

### 1. Title: Elevator Maintenance Services for the Canadian Coast Guard College

### 2. Scope

The Contractor shall furnish all necessary tools, equipment, materials and labour to maintain, inspect, test, provide software updates and/or upgrades and service the elevating devices described in section 2, Particular Requirements, of the Specifications.

### 3. Contract Dates

The date of the contract will be from date of contract award to March, 31 2018 plus 4 additional one (1) year Option periods.

### 4. Background

Real Property Safety and Security (RPSS), Department of Fisheries and Oceans (DFO) requires elevator maintenance services for the Canadian Coast Guard College (CCGC) located in Sydney Nova Scotia.

This service is required on a monthly basis, one inspection per month. The Canadian Coast Guard College is a 24/7 operation with many students, staff and guests living at the facility.

### 5. Examination of Premises

#### 5.1 All parties tendering may:

- attend the site visit to view all equipment, elevator equipment rooms and technical data for the proposed work prior to submitting their tenders
- become thoroughly acquainted with the equipment listed herein; and,
- obtain any and all information that may be necessary to properly execute the ensuing contract including drawings, repair manuals, repair information which may be protected by the manufacturer under proprietary rights etc.. DFO will provide all data, drawings and manuals in our possession.

### 6. General Requirements

#### 6.1 Description of Work

The scope of work under this Contract comprises the provision of all labour, materials, tools, supervision, and all of the equipment necessary for complete and satisfactory elevator inspection and maintenance service as specified herein located at Canada Coast Guard College, Westmount, Cape Breton, Nova Scotia.

#### 6.2 Inspection

Work inspection will occur monthly at random intervals. **All work that must be redone will be completed at the contractor's expense, and will not billed to DFO.**



## 7. Performance of the Work

The Contractor shall maintain the elevating devices described in APPENDIX B, Particular Requirements, of the Specifications using all reasonable care to maintain the equipment in proper and safe working conditions.

### 7.1 Maintenance Services and the Responsibilities of the Contractor

The Contractor shall regularly and systematically, at the frequency specified in Appendix "B" Elevating Devices Maintenance, Particular Requirements, examine, clean, adjust, calibrate and lubricate all components of the equipment. If conditions warrant, the Contractor shall repair or replace all components using only genuine replacement parts.

**For the purposes of the contract "Genuine Replacement Parts" means only:**

- parts made by the original manufacturer;
- parts approved for use by the original manufacturer; or
- parts approved for proposed application by the Project Authority in writing; the Project Authority reserves the right to have such replacement parts certified for their proposed application by an independent laboratory of its choice, at the expense of the Contractor, prior to granting approval

**The Contractor Shall:**

- Provide lubricants, hydraulic fluids, car fluorescent ballasts starters and tubes, signal lamps, pit lamps, lamps on car top, lamps in relevant machinery spaces, all buried hydraulic equipment, cathodic protection and car subflooring and floor finishing (except carpets);
- clean hoistways, pits, car tops, car ceilings, ceiling cavities, suspended ceilings and trusses.

### 7.2 Operation

1. The Contractor shall maintain the original performance of the equipment within the limits outlined in the Codes and Standards described in section 2.3 above, including but not limited to:
  2. rated speed,
  3. acceleration,
  4. deceleration,
  5. door opening and closing times and
  6. Safeties and governor operation.

### 7.3 Group Dispatching System

The Contractor shall conduct periodic tests of the group dispatching system to ensure all circuits and time settings are properly adjusted to suit building traffic requirements, in accordance with the design capabilities of the system and applicable Codes. Upon request by the Project Authority, the Contractor shall provide a traffic study that includes relevant statistical data.



#### **7.4 Working Hours**

The Contractor must perform all work during the regular working hours (07:00 hours to 17:00 hours) of the regular working days (Monday to Friday excluding legal holidays), unless otherwise specified in Appendix "B" Elevating Devices Maintenance, Particular Requirements.

#### **7.5 Answering Service**

The Contractor must provide a comprehensive answering service 24 hours a day, 7 days a week.

#### **7.6 Callback Service**

The Contractor shall provide callback service between regular examinations within the response time specified in Appendix "B" Elevating Devices Maintenance, Particular Requirements.

### **8. Codes and Legislated Requirements**

The following codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the full term of the contract:

1. Canada Labour Code, Part II.
2. National Building Code of Canada.
3. Canada Occupational Safety and Health Section of Part II of the Canada Labour Code.
4. National Fire Code.
5. Canadian Construction and Canada Labour Safety Codes; Provincial Government, Workers' Compensation Board; and Municipal Statutes and Authorities.
6. Canadian Electrical Code, Part 1, CSA C22.1.
7. Canadian Environmental Protection Act.
8. Safety Code for Window Cleaning Operations, CAN/CSA-Z91.
9. Fall - Arresting Devices and Vertical Lifelines CAN/CSA Z259.2.1.
10. Safety Belts and Lanyards CAN/CSA Z259.1.
11. Nova Scotia Occupational Health Safety Act.

**8.1** The Contractor is responsible to be familiar with the relevant Codes and Standards and to ensure that all work undertaken on behalf of the Department of Fisheries and Oceans Canada is completed in a safe manner.

**8.2** Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations.

8.2.1 The Contractor can obtain addresses for codes and standards from the Property Manager upon request.

8.2.1 In the event of a conflict between any of the above codes or standards, the most stringent shall apply.

8.2.2 These standards shall be considered an integral part of the specifications and shall be read in conjunction with the drawings and specifications. The Contractor shall be



fully familiar with their contents and requirements as related to the work and materials specified.

## 9. Safety Devices and Tests

The Contractor shall inspect and adjust all safety devices as often as necessary and perform all tests as required by the applicable Codes and Standards described in section 2.3 below. Where regulations require the enforcing/inspection authority to witness such tests, the Contractor shall conduct the test in their presence.

The Contractor shall co-ordinate and assist the enforcing/inspection authority in the performance of their annual inspection and tests of equipment.

### 9.1 Safety Codes

1. The Contractor shall conform to, but not limit work to, the edition of Codes and Standards applicable at the time of entering into the Contract as follows:
2. CAN/CSA-B44, Safety Code for Elevators, Escalators, Dumbwaiters, Moving Walks and Freight Platform Lifts (including all Appendices),
3. CAN/CSA-B355, Standard for Lifts for Persons with Physical Disabilities (including Appendix A),
4. National Building Code,
5. National Fire Code,
6. Provincial/Territorial Acts and Regulations and
7. Municipal Bylaws.
8. Where concurrent regulations exist the most stringent set of regulations shall apply.

## 10. Exclusions

The Contractor is not required to make renewals or repairs due to:

1. Negligent operation or misuse of equipment by others and
2. causes beyond the Contractor's control except those due to ordinary wear and tear of equipment.
3. The Contractor is not responsible for refinishing, protecting, repairing or the replacement of the car enclosure, balustrades, car and hoistway door panels, frames and sills, cleaning, washing, waxing and polishing of car floors
4. the performance of safety tests additional to those specified in the contract
5. the installation of additional parts on the equipment nor the substitution of any parts with parts of a design different from those that constituted the equipment at the time the contract was signed, regardless of whether or not these measures are recommended or directed by an insurance company or by an enforcing/inspection authority.



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## APPENDIX "A" ELEVATING DEVICES MAINTENANCE SPECIFICATIONS

### 1. Stock of Parts for Maintenance Service

- 1.1 The Contractor shall maintain, in each building, an adequate stock of frequently replaced parts organized neatly in a cabinet.
- 1.2 The Contractor shall have available any part requiring replacement.
- 1.3 The Contractor shall provide all parts within a twenty-four (24) hour period to ensure repair or replacement work is completed in an expeditious manner to minimize equipment outage time. Canada shall not assume responsibility for the safekeeping of parts stored on its premises.

### 2. Repairs

The Contractor shall immediately inform the Departmental Representative, in writing, of the need for repairs that are excluded from the contract.

### 3. Wiring Diagrams, Adjustment Procedures and Operational Descriptions

The Contractor shall conspicuously post in every elevator machine room framed copies of approved schematic wiring diagrams (Provided by DFO upon award). The Contractor shall keep these diagrams up to date during the entire Term of the contract by indicating any change to circuitry. An Engineer approved copy of the original and revised diagrams shall be provided to the Departmental Representative upon request.

Where wiring diagrams, adjustments procedures and operational descriptions are available in electronic form, the Contractor shall update the documents in electronic form consistent with DFO standards and provide copies to the Project Authority upon request.

### 4. Reporting Requirements

- The Contractor shall maintain, as a minimum, keep records of all maintenance activities, adjustments, verifications, tests, repairs, and modifications for the duration of the contract. The records must be provided to the Project Authority upon request.
- When malfunctioning elevating equipment cannot be returned to service within the same day, the Contractor shall provide, by the end of the following working day, a written report to the Departmental Representative describing the nature of the problem, schedule of repairs acceptable by the Department and the expected date of the service resumption.
- The Contractor shall employ proven information collection and delivery techniques, methodologies and systems to meet DFO requirements.
- The Contractor shall ensure that computer systems and information are protected with due regard to security, and ensure information disaster recovery and backup plans and procedures are in place.



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## 5. Environmental Protection

Without restricting the generality of section 7, Applicable Laws and By-laws, of the General Conditions, the Contractor shall ensure that;

- there is no contaminated waste left on site; and
- Disposal of all waste or volatile materials such as paints, oils, thinners, cleansers, etc. is completed through proper means and not waterways, storm or sanitary sewers.

## 6. Safety

The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the most stringent of the Federal and Provincial Occupational Health and Safety Acts.

The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well-being of his / her employees. As a minimum, the contractor must ensure that procedures are prepared for safe entry into the elevator pit, hoistway area, top of car, the machine room, or other areas where such procedures are required.

The contractor must ensure that procedures are made available on site to the elevator maintenance personnel.

All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and made available to the Departmental Representative immediately upon request.

It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which shall become mandatory.

The contractor shall post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel, are advised of such Safety Plan and of the posted location.

The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted Safety Plan, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.

The Project Authority shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of contract.



## **7. Hot Work**

All hot work activity is to take place with written permission from the Departmental Representative (Hot Work Permit).

The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of fire to other areas of the facility.

Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 30 minutes after activity has ceased.

## **6. Product Approvals**

The Contractor shall ensure that all controlled products used in the performance of the work are classified and labelled according to the Workplace Hazardous Materials Information System (WHMIS).

The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.

No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).

Material Safety Data Sheets (MSDS) to remain on-site at all times.



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## APPENDIX "B" ELEVATING DEVICES MAINTENANCE, PARTICULAR REQUIREMENTS

### Equipment:

- Five (5) Elevating Devices:
- One (1) Passenger Hydraulic Device PIN# 1848,
- One (1) Passenger Hydraulic Device PIN# (4057)
- One (1) Lift for persons with physical disabilities PIN# (5353),
- Two (2) chairlifts PIN #'s 2905 and 2906

### 1. SPECIAL EXCLUSIONS:

None, All inclusive, Full maintenance.

### 2. PRO-RATION:

None, All inclusive, Full maintenance.

### 3. SPECIAL LABOUR:

The Contractor shall be available for all mandatory inspections required by the Department of Fisheries and Oceans Canada.

### 4. OTHER SPECIAL CONDITIONS:

A CSA approved elevating device maintenance log book (one (1) per elevating device) shall be used and kept current at all times (on behalf of DFO) by the maintenance service provider.

Elevator Technician must call twenty four (24) hours in advance of coming on site, except for emergency call-backs.

### 5. EXAMINATION FREQUENCY:

PIN # 's 1848, elevator waiting new PIN, and lift waiting new PIN - Monthly, as per the minimum requirements CAN/CSA-B44, Safety Code for Elevators, Escalators, Dumbwaiters Moving Walk and Freight Platform Lifts (including all Appendices)

PIN # 's 2905 and 2906 - Every three (3) months (four (4) times per year).

### 6. CALLBACK SERVICE:

The Contractor must provide a twenty-four (24) hour call-back service answering service. This service shall be directly connected to the elevating devices car emergency phones.

The contractor shall ensure that all of the calls received by the answering services are transmitted immediately to a responsible Person for action.





#### **7. RESPONSE TIME:**

The Contractor shall ensure that qualified persons are available so that the response to an emergency call-back is within **30 minutes** from the time the emergency call was placed until the arrival of a qualified maintenance person at the site. Normal callback response time shall be within 2 hours.

#### **8. OVERTIME CALL-BACKS:**

Response in overtime to call-backs shall be required when the fault is of such nature as to impair the service

(e.g. a car shut down at night which will be required for the morning peak traffic) or endangers the people using the equipment. Normal call-backs received prior to 3:00PM on Friday shall not be eligible for overtime payment rates.



**ANNEX "B" EVALUATION CRITERIA**

**Mandatory Criteria**

To demonstrate their compliance with all **Mandatory Criteria** listed below, the Bidder **must** submit Work summaries that clearly demonstrates the proposed resources' experience. The Experience Summaries should include at a minimum:

- a) The client for whom the work was conducted
- b) Work description;
- c) Work time frame in date & total months (ex: Jan 2006 to Dec 2006 – 12 months). The month(s) of experience listed for a project or work whose time frame overlaps that of another referenced project or work experience, will only be counted once;
- d) Role and tasks of the proposed resource;

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	The Bidder must provide a copy of their of their company's Occupational Health and Safety Policy and Program. It must meet the most stringent of the Federal and Provincial Occupational Health and Safety Acts.		
<b>M2</b>	The Bidder must provide a copy of their Valid Workplace Hazardous Materials Information System (WHMIS) certification.		
<b>M3</b>	The Bidder must submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.		
<b>M4</b>	<p>The Bidder's proposed resource(s) must each individually have a minimum of 2 years' experience within the past four (4) years.</p> <p><i>*The bidder must provide project descriptions to demonstrate each resource's experience</i></p> <p>The following Project information should be provided for evaluation and verification purposes.</p> <p><b><u>Each project much include:</u></b></p> <ul style="list-style-type: none"> <li>• The name of the client organization;</li> <li>• The period during which the service was provided;</li> <li>• A detailed outline of the services provided; and</li> <li>• Contact name, position/title and contact information (telephone number, email address, etc.) for verification purposes.</li> </ul>		
<b>M5</b>	The Bidder must provide a copy of their valid small spaces certification		
<b>M6</b>	The bidder must be a certified Elevator Technician and must provide their valid certification		



**ANNEX "C" BASIS OF PAYMENT**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

<b>A Date of Contract – March 31, 2018</b>				
<b>ELEVATOR MAINTENANCE SERVICES</b>		All-inclusive Firm Hourly Rate	Estimated Quantity*	Total
1.	Regular working hours: Monday – Friday between the hours of 07:00-17:00	\$ _____	75	\$ _____
2.	Outside regular working hours: Evenings, Weekends, and Holidays	\$ _____	15	\$ _____
			<b>Applicable Taxes</b>	\$ _____
			<b>Total all-inclusive Cost</b>	\$ _____

\* The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

**OPTION TO EXTEND THE CONTRACT:**

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

<b>B Option Period 1: April 1, 2018 – March 31, 2019</b>				
<b>ELEVATOR MAINTENANCE SERVICES</b>		All-inclusive Firm Hourly Rate	Estimated Quantity*	Total
1.	Regular working hours: Monday – Friday between the hours of 07:00-17:00	\$ _____	150	\$ _____
2.	Outside regular working hours: Evenings, Weekends, and Holidays	\$ _____	25	\$ _____
			<b>Applicable Taxes</b>	\$ _____
			<b>Total all-inclusive Cost</b>	\$ _____

\* The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

<b>C Option Period 2: April 1, 2019 – March 31, 2020</b>				
<b>ELEVATOR MAINTENANCE SERVICES</b>		All-inclusive Firm Hourly Rate	Estimated Quantity*	Total
1.	Regular working hours: Monday – Friday between the hours of 07:00-17:00	\$ _____	150	\$ _____
2.	Outside regular working hours: Evenings, Weekends, and Holidays	\$ _____	25	\$ _____
			<b>Applicable Taxes</b>	\$ _____
			<b>Total all-inclusive Cost</b>	\$ _____

\* The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.



D				
Option Period 3: April 1, 2020 – March 31, 2021				
ELEVATOR MAINTENANCE SERVICES		All-inclusive Firm Hourly Rate	Estimated Quantity*	Total
1.	Regular working hours: Monday – Friday between the hours of 07:00-17:00	\$ _____	150	\$ _____
2.	Outside regular working hours: Evenings, Weekends, and Holidays	\$ _____	25	\$ _____
			<b>Applicable Taxes</b>	\$ _____
			<b>Total all-inclusive Cost</b>	\$ _____

\* The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

E				
Option Period 4: April 1, 2021 – March 31, 2022				
ELEVATOR MAINTENANCE SERVICES		All-inclusive Firm Hourly Rate	Estimated Quantity*	Total
1.	Regular working hours: Monday – Friday between the hours of 07:00-17:00	\$ _____	150	\$ _____
2.	Outside regular working hours: Evenings, Weekends, and Holidays	\$ _____	25	\$ _____
			<b>Applicable Taxes</b>	\$ _____
			<b>Total all-inclusive Cost</b>	\$ _____

\* The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.



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## ANNEX "D" – INSURANCE CONDITIONS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - 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. 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.