



**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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 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  
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<b>Title - Sujet</b> Burlington Lift Bridge Maintenance	
<b>Solicitation No. - N° de l'invitation</b> EP168-191096/A	<b>Date</b> 2018-11-01
<b>Client Reference No. - N° de référence du client</b> EP168-191096	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWL-003-2413	
<b>File No. - N° de dossier</b> PWL-8-41065 (003)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-12-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dhanna, Sheila	<b>Buyer Id - Id de l'acheteur</b> pw1003
<b>Telephone No. - N° de téléphone</b> (416) 512-5855 ( )	<b>FAX No. - N° de FAX</b> (416) 512-5862
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	BLB Site Maintenance 2018-2024 Site Maintenance	Total		1	Each	\$	\$		



Public Works and  
Government Services  
Canada

Travaux publics et  
Services gouvernementaux  
Canada

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**Comments - Commentaires**

Title - Sujet Burlington Lift Bridge Maintenance	
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GETS Reference No. - N° de référence de SEAG	
File No. - N° de dossier PWL-8-41065 (003)	CCC No./N° CCC - FMS No./N° VME
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-12-13</b>	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dhanna, Sheila	Buyer Id - Id de l'acheteur pw1003
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Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

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Vendor/Firm Name and Address  
Raison sociale et adresse du  
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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

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Appendix "C"	Security Requirements Checklist (SRCL)
Appendix "D"	Site Maintenance - Drawing No. P500087/50000436
Appendix "E"	Complete List of Names of all individuals who are currently Directors of the Bidder
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Appendices includes:

- Appendix "A" Statement of Work
- Appendix "B" Financial Bid - Basis of Payment
- Appendix "C" Security Requirements Checklist (SRCL)
- Appendix "D" Site Maintenance - Drawing No. P500087/50000436
- Appendix "E" Complete List of Names of all individuals who are currently Directors of the Bidder
- Appendix "F" Voluntary Certification to Support the Use of Apprentices
- Appendix "G" Certificate of Insurance (Not required at solicitation closing)

### **1.2 Summary**

#### **1.2.1 Requirement**

Provide all necessary labour, tools, equipment, materials, safety devices, and supervision required to provide regular maintenance services such that the Burlington Lift Bridge will be safe, reliable, and meet operational requirements.

#### **1.2.2 Period of the Contract**

The period of the resulting contract will be for two (2) years with three (3) options to extend each for an additional consecutive twelve (12) month period.

#### **1.2.3 Security Requirement**

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

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#### **1.2.4 Trade Agreements**

- Canada-Colombia Free Trade Agreement
- Canada-Peru Free Trade Agreement (CPFTA)
- North American Free Trade Agreement (NAFTA)
- World Trade Organization-Agreement on Government Procurement (WTO-AGP)
- Canada-Panama Free Trade Agreement

#### **1.2.5 Site Visit**

There is a Mandatory site visit associated with this requirement. Consult Part 2 - Bidder Instructions.

#### **1.2.6 Subcontracting**

In accordance with General Conditions 2035, clause 6 (2013-06-27) Subcontracts: Subcontracting will be permitted under the Resulting Contract.

#### **1.2.7 Employment Equity**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the appendix titled Federal Contractors Program for Employment Equity - Certification.

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

#### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

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

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

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

**Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted. Bids must be delivered by hand to the Bid Receiving Unit.**

### **2.3 Former Public Servant**

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

#### **Definitions**

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

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

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



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"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act,

1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the work is being performed.

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

## 2.6 MANDATORY SITE VISIT

There will be a site visit on November 15, 2018 at 10:00 A.M. Interested bidders are to meet at the site, Burlington Canal Lift Bridge, 1157 Beach Blvd, Hamilton, ON L8H 6Z9, at the workshop in the parking lot at the bridge.

The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**

Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

Bidders are requested to register 24 hours prior to the site visit, with the Contracting Officer, Sheila Dhanna at [sheila.dhanna@tpsgc-pwgsc.gc.ca](mailto:sheila.dhanna@tpsgc-pwgsc.gc.ca) to confirm their attendance and provide the name(s) of the person(s) who will attend.



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

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

**Section I: Technical Bid – Four (4) hard copies (Envelope 1 Technical))**  
**Section II: Financial Bid (Annex B – Financial Bid – Pricing Basis- One (1) copy) (Envelope 2)**  
Section III: Certifications  
Section IV: Additional Information

Prices must appear in the financial bid only (Envelope 2 Financial Bid). No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with Appendix B, Financial Bid. The total amount of applicable taxes must be shown separately.

#### **3.1.2 Electronic Payment Instruments**

The Bidder accepts to be paid by:  
( ) Direct Deposit

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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#### Section IV: Additional Information

##### 3.2. Contractor's Representative

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cellular: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

##### 3.2.1 Specific Persons – Supervisor

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

Name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **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 REQUIREMENTS – Technical and Financial Criteria at bid closing.**

<b>1.</b>	Submission of Firm Price/Rates in Canadian funds in accordance with Part 3, Section II – Financial Bid – found at Annex 'B' Pricing Schedule

##### **4.1.2 Financial Evaluation**

###### **4.1.2.1 Mandatory Financial Criteria**

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price

##### **4.2 POINT RATED FINANCIAL CRITERIA**

###### **ORGANIZATION AND MANAGEMENT- (Max 40 points / min 24 points)**

Demonstrate that the Contractor is able to provide all the staff necessary to perform all services as required in accordance with the Statement of Work and resulting Contract, as it pertains to: the team's organization, services to be managed and proof of the Contractor's resources and capacity to provide additional resources, if and when needed.

The contractor must provide but not be limited to:

###### **a) Overall Contractors Organization (15 points)**

- i. An organization chart for the Contractor.
- ii. Resumes of key personnel, position and title as they relate to assigned roles and responsibilities.

###### **b) Contractor's Staff (15 points)**

- i. A detailed description of the contractor's intended methods to monitor staff to ensure the work performance adheres to the Quality Standards in the Request for Proposal (RFP).
- ii. Proposed number of full-time employees including supervisors, labourers and the utilization of seasonal workers to meet the requirements of the Statement of Work and resulting Contract. This should include office staff as it relates to invoicing, quotes, submission of



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Maintenance Patrol Reports, company security officer and training coordinator, training of employees, etc.

**c) Communication (10points)**

- i. How the Contractor will provide information to the Technical Authority regarding staff changes or changes in duties of staff members as they relate to the requirement.

**CONTRACTOR'S EXPERIENCE AND PAST PERFORMANCE**

**(Max 40 points/ Min 24 points)**

A demonstration that the Contractor has the ability to successfully carry out and manage the responsibilities as outlined in the Statement of Work and resulting Contract as it relates to evidence that the Contractor has experience in the type of services indicated in the Statement of Work and has proven past performance in this field of work.

Evidence of the Contractor's experience and past performance will be assessed on a submission of one (1) reference/project rendered for a minimum of three (3) consecutive years within the past ten (10) years, wherein the range of services provided are comparable to those described in the Statement of Work and resulting Contract. Reference(s) may be a combination of PWGSC contracts and/or other industry contracts. The reference(s) must be verifiable.

The reference provided should address the following:

- Name of client organization or company.
- Name, title, telephone number and or email address of the contact
- Provide a detailed description of the Project or Contract.
- Location of the project or contract.
- Performance period of the project or contract. (month/year)

**HEALTH AND SAFETY - (Max 45 points /Minimum 27 points)**

A demonstration that the Contractor will adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by Federal and Provincial codes and or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures. In addition, adequate training of personnel assigned to perform operations is also required in relation to the measures the Contractor takes to maintain a healthy and safe working environment, the type of training the contractor is providing to its employees and the number of employees trained in specific programs.

The Contractor must provide but not be limited to:

**a) Programs (Max 20 points)**

A detailed description of the Company Health and Safety Program or practices currently in place, including training and monitoring of staff performance necessary to maintain a healthy and safe working environment and adhere to all health and safety measures pertaining to accident prevention and fire hazards recommended by Federal, Provincial and Municipal codes and/or prescribed by the authorities having jurisdiction concerning the equipment, work habits and procedures.

**b) Health and Safety Training (Max 10 points)**

Provide names of supervisors and employees and type of training they have completed. Training records are to be dated and signed by the employee to confirm they have received the training when performed in-house. Provide proof for any external training i.e.: Certificate.

**c) Accident Response (Max 10 points)**

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- i) A detailed plan for the response to accidents (ex: personal and property accidents)
- d) Disposal of Drug Paraphernalia (**Max 5 points**)
  - i) Provide proposed method for disposal for drug paraphernalia and the location of disposal.

#### **4.3 Basis of Selection**

1. To be declared responsive, a bid must:
  - a) Comply with all the requirements of the bid solicitation; and
  - b) Meet all mandatory criteria; and
  - c) Obtain the required minimum points specified for each criterion for the technical evaluation.
2. Bids not meeting a), b), and c) above will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 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.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – 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.

### **5.3 Additional Certifications Precedent to Contract Award**

#### **5.3.1 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](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.



**5.3.2 Certificates**

WSIB/CSST Certificate and Ministry of Labour (MOL) The Occupational Health and Safety Awareness and Training Regulation (O. Reg. 297/13) for each Supervisor and employee listed in Part 6, 6.2.

**5.3.3 Submission of licensing and certification for proposed employees.**

Valid copies of the following certificates and licensing documentation should be submitted with the bid for the proposed resource personnel. All certificates are to be recognized by the Employment and Social Development Canada (ESDC) - Labour Program and /or Workplace Safety and Insurance Board (WSIB) and /or Construction Safety Association of Ontario (CSAO) and /or any other recognized legislative or regulatory body in the Province or territory where the work is being performed.

- i. First Aid and CPR – It is mandatory that at least one member of the crew have a valid qualification at all times.

**5.3.4 Status & Availability of Resources (A3005T- 2010-08-16)**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

**5.3.5 Education and Experience (A3010T- 2010-08-16)**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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## **PART 6 – SECURITY REQUIREMENTS**

### **6.1 Security**

**1. At the date of bid closing**, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in part 7 – Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) (<http://ssi-iss.tpsqc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Employee Information for Security**

The Bidder **must** specify the following information regarding employees proposed in Part 3, Section I (Technical Bid) to provide services against any resulting contract:

**If there is not sufficient space in the table please attach a list to this document with the requested information for the proposed employees.**

<b>Legal Name (First and Last) (Please Print Clearly)</b>	<b>DATE OF BIRTH</b>

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Requirement**

Provide all necessary labour, tools, equipment, materials, safety devices, and supervision required to provide regular maintenance services such that the Burlington Lift Bridge will be safe, reliable, and meet operational requirements

#### **7.1.1 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Security Requirements**

There are security requirements associated with this requirement.

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**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE # EP168-191096**

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



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## **7.4 Term of Contract**

### **7.4.1 Period of Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_, inclusive. *(to be added at contract award)*

### **7.4.2 Option to Extend Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional consecutive twelve (12) month periods each under the same conditions. The Contractor 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 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.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Sheila Dhanna  
Supply Specialist  
Public Works and Government Services Canada  
Real Property Contracting  
4900 Yonge Street, 12<sup>th</sup> Floor  
Toronto, ON M2N 6A6

Telephone: 416-512-5855  
Facsimile: 416-512-5862  
E-mail address: sheila.dhanna@pwgsc-tpsgc.gc.ca

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

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work.

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

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### 7.5.3 Contractor's Representative

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

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.5.4 Specific Person(s) –Supervisor

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

Supervisor Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Cellular Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Payment

#### 7.7.1 Basis of Payment - Firm Prices and "As and When"

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

a) Firm rates shall be paid in accordance with the Basis of Payment.

c) **"As and When Requested" Work**

Any costs incurred for **Extra Work** in accordance with the Basis of Payment

**Extra Work will be paid on an 'as and when requested' basis in accordance with the Statement of Work**, after completion, inspection and acceptance of the work performed.

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

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the



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Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of the sum when:

- (a) it is 75 percent committed, or
- (b) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority. whichever comes first.

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

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

#### **7.7.2 Basis of Pricing**

***At Contract Award – Insert Appropriate pricing tables***

##### **7.7.2.1 Limitation of Price**

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.

##### **7.7.3 Limitation of Expenditure**

The Contractor will supply the goods and services under the Contract to an estimated total expenditure that must not exceed \$ **(to be determined)** (Applicable Taxes Extra) of which \$ **(to be determined)** (Applicable Taxes extra) is for goods and/or services enumerated or described in the Basis of Payment, \$ **(to be determined)** (Applicable Taxes extra) is for additional goods and/or services that may be requested on an "As and When Requested" basis at the prices and/or rates set out in the Basis of Payment.

#### **7.8 Invoicing Instructions**

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

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

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

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

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

#### **7.8.3 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and weekly maintenance patrol Reports must be up to date.

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

2. The Contractor must distribute the invoices as follows:

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

Invoices are to be made out and mailed to: *(Will be provided at Contract Award)*

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

Invoices must include the following.

- a) Company name and address;
- b) Contract Number;
- c) Description of routine, schedule and patrol cleaning;
- d) Description of additional cleaning and emergency cleaning operations with support documents, as appropriated and the value;
- e) Name of the person who requested the service;
- f) Applicable tax as a separate line item;
- g) Procurement Business Number, and
- h) Client Reference Number;

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

#### **7.8.4 Electronic Payment Instruments**

The Bidder accepts to be paid by:

\* Direct Deposit

#### **7.8.5 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
C0710C (2007-11-30) Time and Contract Price Verification

#### **7.9 Certifications and Additional Information**

##### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.



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

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

#### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the provinces the work is being performed.

#### **7.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04)
- (c) Appendix "A," Statement of Work
- (d) Appendix "B" - Basis of Payment;
- (e) Site Maintenance - Drawing No. P500087/50000436
- (f) the Contractor's bid dated \_\_\_\_\_,

#### **7.12 SACC Manual Clauses**

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
B1501C (2006-06-16) Electrical Equipment

#### **7.13 Insurance Requirements**

##### **7.13.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in the **following article 7.13.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

##### **7.13.2 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 \$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.

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- (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 Damages coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,

Solicitation No. - N° de l'invitation  
EP168-191096  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWL-8-41065

Buyer ID - Id de l'acheteur  
PWL003  
Project No.- No. du projet  
R.090046.001

284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

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

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

**7.14 Contract Financial Security**

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

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

**7.14.1 Security Deposit Definition (E0008C, 2014-09-25)**

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



- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
  - c. a credit union as defined in paragraph 137(6) of the *Income Tax Act*;
  - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
- a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
  - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit" :
- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - i. will make a payment to or to the order of Canada, as the beneficiary;
    - ii. will accept and pay bills of exchange drawn by Canada;
    - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - b. must state the face amount which may be drawn against it;
  - c. must state its expiry date;
  - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
  - e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
  - g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.



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R.090046.001

#### 7.15 Government Site Regulations

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

#### 7.16 Cellular Phones and/or Pagers

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

#### 7.17 Language

All personnel and employees assigned to this/any resulting contract must have sufficient knowledge to speak, read and comprehend one of Canada's official languages.

#### 7.18 Pre-Commencement Meeting

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

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

#### 7.19 Voluntary Reports for Apprentices Employed during the Contract

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

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 to the Contracting Authority six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade Specialty

**APPENDIX "A"**  
**BURLINGTON LIFT BRIDGE – MAINTENANCE WORK**  
**STATEMENT OF WORK**

**1. REQUIREMENT**

- 1.1. Provide all necessary labour, tools, equipment, materials, safety devices, and supervision required to provide regular maintenance services such that the Burlington Lift Bridge will be safe, reliable, and meet operational requirements.

**2. BACKGROUND**

- 2.1. In the interest of public safety and preservation of the assets, all bridges under the custodianship of PSPC are to be maintained to a level of service consistent with accepted industry practices, codes and standards. As such, regular and maintenance patrols are scheduled and undertaken by competent and qualified personnel.
- 2.2. General Maintenance is currently performed as required by PSPC Personnel.

**3. LOCATION**

**3.1. Burlington Lift Bridge**

- 3.1.1. *Location.*— The bridge connects Lakeshore Road, Burlington to the north with Eastport Drive, Hamilton to the south. The bridge spans the Burlington Bay Canal which connects Lake Ontario to the east with Hamilton Harbour and Burlington Bay to the west.
- 3.1.2. *Description.*— The Burlington Lift Bridge is a tower-drive steel truss vertical lift bridge with four vehicular traffic lanes and one pedestrian sidewalk along the west side of the bridge. The lift span of the bridge is 115.8m long and 19.8m wide with a vertical lifting capability of 33.5m. The bridge is flanked by approach spans on either side of the bridge. The bridge operations and control center is located at the south west corner of the bridge, which includes the control tower, machine shop and 925m<sup>2</sup> parking lot.
- 3.1.3. *Parking.* — Park in available spaces in the parking lot on the south side of the bridge.
- 3.1.4. See drawing BL-R101 for site layout and limits of work.

**4. BRIDGE MAINTENANCE PATROLS**

- 4.1. Schedule work activities when notified of requirement by Departmental Representative (DR).
- 4.2. Advise DR of any schedule change, 24 hours in advance of commencement of work.
- 4.3. Perform the bridge maintenance work, as described in this Statement of Work and as directed by DR, during the Bridge Maintenance Patrol.
- 4.3.1. Notify DR upon discovery of work items not covered in this Statement of Work.
- 4.4. Crew Size
- 4.4.1. Standard Bridge Maintenance Patrol crew will consist of a minimum of 2 general labourers physically capable of performing the work as outlined in this Statement of Work.
- 4.4.2. Provide specialized trades person, professional or laborer (Electrician, Welder, Carpenter, Professional Engineer) when required as outlined in this Statement of Work.

- 4.4.3. *DR will verify certificates of qualification, licenses and other applicable documents as required prior to start of work.*
- 4.4.4. *Contractor must ensure sufficient staff is available to safely, effectively, and efficiently perform the Work.*
- 4.4.5. *Site supervisor must be on site when the Work is being performed.*

#### **4.5. Maintenance Patrol Report**

- 4.5.1. *Within 1 working day of completion of bridge maintenance patrol, submit a Maintenance Patrol Report to the DR via email as a PDF file or Word document.*
- 4.5.2. *Provide a separate Maintenance Patrol Report for each Maintenance Patrol, clearly identifying what work was done and where the work was done.*
- 4.5.3. *Contents*
  - 4.5.3.1. *Maintenance Patrol Report must include the date and time of patrol, the temperature and weather, the time spent on site, description of work done, and a list of materials used.*
  - 4.5.3.2. *Maintenance Patrol Report must use clear and consistent terminology to describe where work is being done. Use bridge components (abutment, pier, truss, etc.) and approximate distance from abutments and/or compass directions (North, South, East or West) to describe where work was done.*
  - 4.5.3.3. *Maintenance Patrol Report must include work specific items as outlined in this Statement of Work.*
  - 4.5.3.4. *If multiple trades are involved in a repair, include a breakdown by trade in the Maintenance Patrol Report.*
  - 4.5.3.5. *Include before and after pictures of work performed during Maintenance Patrol. Provide size reference in all photos, such as a scale, measuring tape, or other appropriate reference.*
- 4.5.4. *Write Maintenance Patrol Report in a professional and accurate manner, either typed or written neatly in ink. Employee responsible for the work must print and sign their name and date the Maintenance Patrol Report.*

### **5. SCOPE OF WORK**

#### **5.1. Cleanup**

- 5.1.1. *Definition— Removal of garbage, vegetation, dirt, debris and litter within limits of work.*
- 5.1.2. *Description— Work taking place near public must provide a safe avenue of travel for pedestrians. No garbage, vegetation, dirt, debris or litter is to be disposed of in the watercourse. For any hazardous materials encountered (including but not limited to drug paraphernalia, blood, human and animal waste) refer to Section 5.5.*
- 5.1.3. *Scope*
  - 5.1.3.1. **Crew Size – Standard Maintenance Patrol Crew.**
  - 5.1.3.2. **Materials and Equipment**
    - 5.1.3.2.1. Garbage bags
    - 5.1.3.2.2. Brooms



**5.1.3.3. Procedure**

- 5.1.3.3.1. Collect and remove all garbage and debris from within limits of work.
- 5.1.3.3.2. Sweep, collect, and remove sand, salt, dirt and debris from pedestrian walkways
- 5.1.3.3.3. Clear roadway drains of any debris.

5.1.4. *Scheduling— Work to be carried out when notified by DR.*

5.1.5. *Reporting – Notify DR if any excessive or unusual garbage or debris are found in the execution of this work.*

5.1.6. *Disposal – Contractor to supply DR with proof of disposal at appropriate site as required.*

**5.2. Graffiti**

5.2.1. *Definition.— Any paint/sticker/markings applied to bridge components (including but not limited to railings, sidewalks, barrier walls, lampposts, signs and trusses) without the written authorization of PSPC. This graffiti is removed to maintain a presentable appearance of the Asset.*

5.2.2. *Description.— Only remove graffiti on PSPC owned property and assets. Paint over graffiti only if ambient air temperature is above 5° C. Do not paint over graffiti on concrete. Notify DR of graffiti larger than 0.25m<sup>2</sup> or graffiti requiring specialized access equipment for removal, such as an elevated work platform or a boat.*

**5.2.3. Scope**

**5.2.3.1. Crew Size – Standard Maintenance Patrol Crew.**

**5.2.3.2. Materials and Equipment**

- 5.2.3.2.1. Pressure washer with minimum strength of 2000 psi with nozzle kept 30 cm from surface
- 5.2.3.2.2. Environmentally safe graffiti removal products that will not damage bridge coating system
- 5.2.3.2.3. Biodegradable phosphate free soap
- 5.2.3.2.4. Single component, moisture curing aliphatic urethane paint, colour matched to existing bridge surface
- 5.2.3.2.5. Clean potable water
- 5.2.3.2.6. Water tank with sufficient supply of potable water to complete work.

**5.2.3.3. Procedure – Paint and Markings**

- 5.2.3.3.1. Apply graffiti removal product. Let stand as per manufacturer's recommendations.
- 5.2.3.3.2. Rinse surface with water, using scrubbers, sponges, rags, or pressure washer to remove any residue.
- 5.2.3.3.3. Allow surface to dry.
- 5.2.3.3.4. If shadowing occurs, repeat chemical removal process.
- 5.2.3.3.5. Only paint over on steel and only if repeated chemical wash treatments deemed ineffective. Follow manufacturer's recommendation for application of the coating product. Do not paint over graffiti on concrete.
- 5.2.3.3.6. Extend paint 10mm beyond affected area.
- 5.2.3.3.7. If shadowing occurs, apply second coat of paint.



**5.2.3.4. Procedure – Stickers**

- 5.2.3.4.1. Dampen sticker with soapy water.
- 5.2.3.4.2. Scrape away sticker without damaging existing coating system.
- 5.2.3.4.3. Wash away excessive sticker adhesive.

**5.2.3.5. Scheduling – Work to be carried out when notified by DR.**

**5.2.3.6. Reporting— Contractor to record size and location of all graffiti removed. Provide before and after photos of removed graffiti. Scale all photos by placing a measuring tape next to the graffiti tag in the photo. Report on areas frequently vandalized so preventive measures can be considered.**

**5.3. Potholes**

- 5.3.1. *Definition— Any depression or cavity formed in the wearing surfaces (concrete or asphalt) of the bridge, roadway and sidewalks. Potholes are to be filled with quality cold mix asphalt, as they represent a tripping hazard on sidewalks and a driving hazard to vehicles on the road.*
- 5.3.2. *Description— Only potholes shallower than 15 cm are to be filled using cold mix asphalt. Work is to be undertaken only when air temperature on-site is between -20° C and 35° C and there has been no heavy rain during the previous six hours. Provide before and after photos of pot hole. Scale all photos by placing a measuring tape next to the pot hole tag in the photo.*
- 5.3.3. *Scope*
  - 5.3.3.1. Crew Size – Standard Maintenance Patrol Crew.**
  - 5.3.3.2. Materials and Equipment**
    - 5.3.3.2.1. Tamping irons: mass not less than 12 kg, bearing area not exceeding 310 cm<sup>2</sup>.
    - 5.3.3.2.2. Air compressor: oil free, pressure not less than 600 kPa.
    - 5.3.3.2.3. Cold mix asphalt: not containing diesel or kerosene, ASTM D1559 stability of 889 N or greater
    - 5.3.3.2.4. Sand: clean, fine-grained.
  - 5.3.3.3. Procedure**
    - 5.3.3.3.1. Remove from pothole any loose surface, unstable base material, water, snow and foreign materials.
    - 5.3.3.3.2. Compact base using hand tamper to achieve firm foundation.
    - 5.3.3.3.3. Apply and compact cold mix asphalt in maximum 50 mm thick lifts.
    - 5.3.3.3.4. Leave 25 mm crown on roadways surface to allow for secondary compaction.
    - 5.3.3.3.5. Leave 13 mm crown on sidewalks to allow for secondary compaction.
    - 5.3.3.3.6. Apply light, well distributed sand coating to surface of fresh cold mix asphalt.
  - 5.3.3.4. Scheduling**
    - 5.3.3.4.1. Work to be carried out when notified by DR. Notify DR of potholes requiring

lane reductions or closures to complete repair work. Any work that may impede the flow of traffic is not to be undertaken until instructed by DR

#### **5.3.3.5. Reporting**

5.3.3.5.1. Contractor to record size and location of all potholes filled. Provide before and after photos. Scale all photos by placing a measuring tape next to the potholes in the photo. Report on areas of excessive wear/damage so preventive measures can be considered.

5.3.3.5.2. Notify DR of potholes larger than what is described in this Statement of Work.

#### **5.4. Grass Cutting**

5.4.1. Definition — This work consists of cutting the grass on PSPC property surrounding the bridge.

5.4.2. Description — Cut grass only on PSPC property, as identified in contract documents.

#### **5.4.3. Scope**

5.4.3.1. Crew Size — Standard Maintenance Patrol Crew.

#### **5.4.3.2. Materials and Equipment**

5.4.3.2.1. Lawn Mower

5.4.3.2.2. Grass Trimmer

5.4.3.2.3. Hedge clippers, pruners and other cutting equipment as required

**5.4.3.3. Procedure – Cut grass and other vegetation on PSPC property. Ensure no vegetation will grow onto traveled way (sidewalk, roadway, or parking lot). See areas indicated on drawing BL-R101.**

5.4.3.4. Scheduling — Work to be carried out when notified by DR.

5.4.3.5. Reporting.— Report any areas where vegetation could not be cut.

#### **5.5. Removal of Dangerous Substances**

5.5.1. *Definition.— The location and removal of drug paraphernalia, human and animal waste in and around the site.*

5.5.2. *Description.— Dangerous Substances are only to be handled, transported, and disposed of by properly trained and equipped individuals.*

#### **5.5.3. Scope**

##### **5.5.3.1. Crew Size**

5.5.3.1.1. Provide workers with appropriate safety equipment and ensure they are properly trained to handle Dangerous Substances. Equipment to address hazards inherent to the task.

##### **5.5.3.2. Procedure**

5.5.3.2.1. Individuals taking part in regular patrols are to pay special attention for the presence of Dangerous Substances. A removal crew is to be sent to the site

when drug paraphernalia are encountered. All Dangerous Substances located are to be secured and transported safely in an appropriate container to an approved disposal site.

- 5.5.3.2.2. Handle and dispose of Dangerous Substances in accordance with Canadian Environmental Protection Act, Transportation of Dangerous Goods Act, and regional and municipal regulations.
- 5.5.3.2.3. Contractor to specify proposed method and disposal site at bid submission. Any proposed change to the disposal method must be discussed with DR and confirmed in writing.

**5.5.3.3. Scheduling— Notify DR of any Dangerous Substances found on-site. Proceed with removal upon receipt of written notification from DR.**

**5.5.3.4. Reporting— Contractor to notify DR upon finding any hazardous materials (including but not limited to drug paraphernalia, blood, human and animal waste) and record the location it was found. Record disposal method and supply proof of disposal as required.**

## 5.6. Snow Removal

5.6.1. *Definition.— This work consists of the removal of snow and ice from PSPC property, and the spreading of de-icing agents on PSPC property.*

5.6.2. *Description.— Remove snow and ice, and spread de-icing agents only on PSPC property as outlined within this Statement of Work and as indicated on contract drawings.*

5.6.3. *Scope*

**5.6.3.1. Crew Size – Standard Maintenance Patrol Crew.**

**5.6.3.2. Materials and Equipment**

- 5.6.3.2.1. Truck Mounted Snow Plough
- 5.6.3.2.2. Snow Shovel
- 5.6.3.2.3. De-icing agent

**5.6.3.3. Procedure**

5.6.3.3.1. Remove snow from South parking lot, sidewalk, and pathways under bridge. See areas indicated on drawing BL-R101.

5.6.3.3.1.1. DR to provide key for contractor to unlock access barrier to West Wharf.

5.6.3.3.2. Clear access and egress around Operations Building on south side of bridge.

5.6.3.3.3. Apply de-icing agent to same areas.

5.6.3.3.4. DR will indicate locations of permissible snow storage.

5.6.4. *Scheduling — Work to be carried out when notified by DR.*

5.6.5. *Reporting.— Report any damage to PSPC property.*

## 5.7. Pressure Washing

5.7.1. *Definition.— Wash bridge components with high pressure water to remove dirt, sand, salt residue and bird waste.*



5.7.2. *Description.— DR to provide limits and scope of work. Pressure Washing to be limited to property owned by PSPC.*

5.7.3. *Scope*

5.7.3.1. *Crew Size – Provide sufficient labourers so as to complete work in a timely manner.*

5.7.3.2. *Sweep, collect, and remove sand, salt, dirt and debris on horizontal surfaces of bridge and dispose into an approved landfill site and not disposed of in the watercourse.*

5.7.3.3. *Pressure wash bridge components within limits of work as directed by Departmental Representative to remove sand, salt, and animal and bird waste:*

5.7.3.3.1. *Water for pressure washing is not to be taken from the watercourse.*

5.7.3.4. *Scheduling – DR will notify contractor of requirement for Pressure Washing, schedule work with DR upon receipt of written request from DR.*

5.7.3.5. *Reporting.— Include summary of Pressure Washing on Maintenance Patrol Report.*

5.8. **Crack Sealing**

5.8.1. *Definition – Fill cracks ranging in size from 5mm to 20mm with hot pavement crack sealer.*

5.8.2. *Description – DR will provide limits and estimated total length of cracks to seal. Crack sealing to be limited to roadway within limits of work.*

5.8.3. *Scope*

5.8.3.1. *Crew Size – Provide sufficient labourers so as to complete work in a timely manner.*

5.8.3.2. **Materials and Equipment**

5.8.3.2.1. *Asphalt Crack Sealer: Hot pour bitumous pavement crack sealant*

5.8.3.2.2. *High Pressure Air Compressor: High pressure air to be free of moisture and oil*

5.8.3.3. **Procedure**

5.8.3.3.1. *Collect and remove sand, dirt, loose materials, and other debris from road surface adjacent to cracks.*

5.8.3.3.2. *Use high pressure air to remove remaining sand, dirt, loose materials, and other debris from within cracks.*

5.8.3.3.3. *Apply crack sealer to manufacturer's written instructions.*

5.8.3.3.3.1. *Remove excess crack sealer before setting*

5.8.3.4. *Scheduling – Schedule work when notified by DR. Perform crack sealing in dry conditions when temperature is above 0 °C and forecast does not call for rain or temperatures below 0 °C for 24 hours. Notify DR if these conditions cannot be met within the timeframe outlined in this Statement of Work.*



**5.8.3.5. Reporting – Report total length of cracks sealed.**

**5.9. Traffic Control**

5.9.1. *Definition – Provide traffic control to close one lane of traffic. Maintain one lane of traffic in each direction at all times.*

5.9.2. *Description – DR may request traffic control in conjunction with other planned work.*

5.9.3. *Scope*

**5.9.3.1. Crew Size – Provide sufficient labour to install, maintain, operate and remove traffic control in accordance with MTO Traffic Manual Book 7.**

**5.9.3.2. Materials and Equipment**

5.9.3.2.1. Signs and traffic control devices to MTO Traffic Manual Book 7

**5.9.3.3. Procedure**

5.9.3.3.1. Install, maintain, operate and remove traffic control in accordance with Section 7 of this Statement of work.

5.9.3.3.1.1. Close one lane of traffic. One traffic lane in each direction to remain open at all times.

5.9.3.3.2. Provide traffic control and management plan to DR minimum 2 days prior to start of work.

**5.9.3.4. Scheduling – Schedule and coordinate work with DR as required.**

**6. GENERAL INSTRUCTIONS**

**6.1. Regulatory Requirements**

6.1.1. *References and Codes:*

**6.1.1.1. Materials must be new and work must conform to minimum applicable standards of "References" indicated in other sections, the National Building Code of Canada 2010 (NBC) and all applicable Provincial and Municipal codes. In case of conflict or discrepancy most stringent requirement will apply.**

6.1.2. *Site Smoking Environment – Smoking is not permitted.*

6.1.3. *Hazardous Materials:*

**6.1.3.1. Hazardous Materials: product, substance, or organism that may cause adverse impact to environment or adversely affect health of persons, animals, or plant life when released into environment.**

**6.1.3.2. Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS).**

**6.1.3.3. Stop work immediately when material resembling spray or trowel-applied asbestos, Polychlorinated Biphenyl (PCB), mold or other hazardous materials is encountered during work.**

6.1.3.3.1. Take preventative measure and promptly notify DR.

6.1.3.3.2. Do not proceed until written instructions have been received from DR.

## 6.2. Fire Safety Requirements

6.2.1. *Comply with both National Building Code of Canada 2010 and National Fire Code of Canada 2010 for safety of persons in buildings in event of fire and protection of buildings from effects of fire, as follows;*

**6.2.1.1. National Building Code (NBC): for fire safety and fire protection features that are required to be incorporated in building during construction.**

**6.2.1.2. National Fire Code (NFC):**

- 6.2.1.2.1. On-going maintenance and use of fire safety and fire protection features incorporated in buildings.
- 6.2.1.2.2. Conduct of activities that might cause fire hazards in and around buildings.
- 6.2.1.2.3. Limitations on hazardous contents in and around buildings.
- 6.2.1.2.4. Establishment of fire safety plans.
- 6.2.1.2.5. Fire safety at construction and demolition sites.

## 6.3. Submittal Procedures

6.3.1. *Submit promptly to DR submittals listed for review, in orderly sequence to not cause delay in work.*

6.3.2. *Do not proceed with work affected by submittals until review is complete and approval received from DR and confirmed in writing.*

6.3.3. *Product Data:*

**6.3.3.1. Submit product data: Manufacturers catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products.**

**6.3.3.2. Cross reference product data information to applicable portions of the Statement of Work.**

## 6.4. Site Supervisor

6.4.1. *Appoint one labourer in bridge maintenance crew to act as Site Supervisor.*

6.4.2. *Site Supervisor will be present and available at all times during bridge maintenance patrols.*

## 6.5. Quality of Work

6.5.1. *Carry out work using qualified licensed workers or apprentices in accordance with Provincial Act respecting manpower vocational training and qualification.*

6.5.2. *Permit employees registered in Provincial apprenticeship program to perform specific tasks only if under direct supervision of qualified licensed workers.*

6.5.3. *Determine permitted activities and tasks by apprentices, based on level of training attained and demonstration of ability to perform specific duties.*

6.5.4. *Carry out work using subcontractor who holds valid license issued by Province in which work is being contracted.*

## 6.6. Use of Site

6.6.1. *Present yourself to PSPC staff in Control Tower at South West corner of bridge when arriving on-site.*

**6.6.1.1. Maintain open line of communication with Control Tower while performing work under this contract.**

6.6.2. *Examine site and conditions likely to affect work and be familiar and conversant with*

*existing conditions.*

**6.7. Contractor responsible for making arrangements for sanitary facilities.**

**6.8. Contractor to provide portable power supply when electrical power is needed.**

**6.9. No site storage of materials or equipment will be permitted.**

**6.10. Unless otherwise specified, materials for removal become Contractor's property and must be removed from site.**

## **7. TRAFFIC CONTROL**

### **7.1. Summary**

*7.1.1. This section covers the supply, installation and management of traffic control, when required, to do tasks undertaken in this contract.*

### **7.2. References**

*7.2.1. MTO Traffic Manual, Book 7, 2001.*

### **7.3. Protection of Public Traffic**

- 7.3.1. Comply with requirements of Acts and By-Laws for regulation of traffic or use of roadways, sidewalks and pathways where work is to be carried out.*
- 7.3.2. Provide and maintain traffic control in accordance with short-term lane closure requirements of MTO Traffic manual, Book 7.*
- 7.3.3. When working on travelled way:*
  - 7.3.3.1. Place equipment in position to present minimum of interference and hazard to travelling public.*
  - 7.3.3.2. Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.*
  - 7.3.3.3. Do not leave materials or equipment on travelled way overnight.*
- 7.3.4. Do not close lanes of roadway without approval of DR.*
- 7.3.5. Before re-routing traffic or starting Work erect suitable signs and devices in accordance with applicable standards.*
- 7.3.6. Maintain travelled way to specified widths and required number of traffic lanes, as indicated by Departmental Representative.*
- 7.3.7. Provide vehicles, cyclists and pedestrians with safe passage through work zone.*

### **7.4. Information and Warning Devices**

- 7.4.1. Provide and maintain signs, flashing warning lights, delineators, barricades and other warning devices as required for a safe work zone.*
- 7.4.2. All text on construction signs to be bilingual.*
- 7.4.3. Continually maintain traffic control devices in use by:*
  - 7.4.3.1. Checking signs daily for legibility, damage, suitability and location. Clean, repair or replace to ensure clarity and reflectance.*
  - 7.4.3.2. Removing signs which do not apply to conditions existing from day to day.*
  - 7.4.3.3. Taking action immediately to correct traffic control issues and notifying DR.*

### **7.5. Traffic Control and Management Plan**

- 7.5.1. Submit proposed Traffic Control and Management Plan (TCMP) to DR for review 2 days*



*prior to commencement of work. TCMP to include:*

- 7.5.1.1. Traffic control layout drawings.**
- 7.5.1.2. List of signs and other devices required.**
- 7.5.1.3. Installation and removal procedures.**
- 7.5.1.4. Inspection and maintenance procedures.**
- 7.5.1.5. Traffic control procedures for pedestrians and cyclists.**

- 7.5.2. If situation on site requires change to traffic control and management plan, submit revised TCMP to DR.**

## **7.6. Operational Requirements**

- 7.6.1. Maintain traffic control throughout period required for work.**
- 7.6.2. Traffic Control Devices to be completely removed from bridge after each day or when not required for current work.**
- 7.6.3. Traffic Control Devices may only be moved temporarily to side of roadway or sidewalk upon approval of DR.**

## **8. HEALTH AND SAFETY**

- 8.1. Summary - This section includes health and safety considerations required to ensure that PSPC shows due diligence towards health and safety on construction sites, and meets the requirements laid out in PSPC/RPB Departmental Policy DP 073 - Occupational Health and Safety - Construction.**

### **8.2. Regulatory Requirements**

- 8.2.1. Abide by, all relevant Legislation, Regulations, Codes, and Standards of the province having jurisdiction and ensure that all work undertaken at bridge sites on behalf of PSPC is completed in a safe manner.**
  - 8.2.1.1. Ontario: Comply with "Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. 1990, C. 0.1, as amended" and "O. Reg. 213/91, as amended"**
  - 8.2.1.2. Comply with CAN/CSA Z462 (Current Edition) Workplace Electrical Safety Standard.**
  - 8.2.1.3. Comply with CAN/CSA Z460-05 (R2010) Control of Hazardous Energy.**
  - 8.2.1.4. Comply with National Building Code of Canada 2010 as amended.**
  - 8.2.1.5. Comply with National Fire code of Canada 2010 as amended.**
- 8.2.2. Provide all necessary safety training and personal protective equipment as required to effect work while ensuring sub-contractors are equally compliant.**
- 8.2.3. Personal Protective Equipment**
  - 8.2.3.1. Minimum required Personal Protective Equipment includes:**
    - 8.2.3.1.1. CSA approved hard hat**
    - 8.2.3.1.2. CSA approved work boots, with green triangle tag easily verifiable**
    - 8.2.3.1.3. Reflective vest or other garment with appropriate reflective markings**



- 8.2.3.1.4. Long pants
- 8.2.3.1.5. Other appropriate equipment needed to safely execute the work being performed.

### **8.3. Safety Procedures**

- 8.3.1. *When unforeseen or peculiar safety-related factors, hazards, or conditions occur during performance of Work, immediately stop work and advise DR verbally or in writing.*
- 8.3.2. *Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by DR and provide the appropriate party with written report of action taken.*
  - 8.3.2.1. DR may stop work if non-compliance of health and safety regulations is not corrected.**
- 8.3.3. *Give precedence to health and safety of public and site personnel and protection of environment over cost and schedule considerations for Work.*
  - 8.3.3.1. Take all precautions as stated in governing provincial regulations to ensure no person is exposed to undue risk.**
- 8.3.4. *Where applicable, work site is to be barred from the public according to governing provincial regulations and to approval of DR.*
- 8.3.5. *DR reserves the right to stop work for health and safety considerations.*
- 8.3.6. *Separate work site from other construction sites by means of time, space or physical barriers.*
  - 8.3.6.1. Coordinate work with DR to avoid working at same time as other contractors, or**
  - 8.3.6.2. Maintain distance between work site and other construction sites so that work activities on either site do not interfere with one another, or**
  - 8.3.6.3. Install and maintain physical barriers between work site and other construction sites so that work activities on either site do not interfere with one another.**
- 8.3.7. *Provide or obtain from DR, documents as follows and post on site (if applicable):*
  - 8.3.7.1. Safety Policy,**
  - 8.3.7.2. Health and Safety Representative,**
  - 8.3.7.3. Contractor's name,**
  - 8.3.7.4. Material Safety Data Sheets,**
  - 8.3.7.5. Designated Substance Report (DSR), and**
  - 8.3.7.6. All applicable legislative and regulatory requirements.**

### **8.4. Responsibility**

- 8.4.1. *Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to the extent that they may be affected by conduct of Work.*
- 8.4.2. *Comply with and enforce compliance by employees and subcontractors with safety requirements of Contract Documents, applicable federal, provincial and local statutes, regulations, and ordinances, and with Site Specific Health and Safety Plan.*

#### **8.5. Health and Safety Submittals**

8.5.1. *PSPC requires a variety of submittals proving Contractor compliance with legislated requirements. Include the following with your firm's bid:*

**8.5.1.1. Company information (submit for sub-contractors as well):**

**8.5.1.2. Proof of liability insurance with a valid clearance certificate from the Workplace Safety Insurance Board (WSIB)**

8.5.2. *PSPC requires a variety of submittals proving Contractor compliance with legislated requirements. Within 5 days of being awarded contract and prior to commencement of work, submit the following to the DR:*

**8.5.2.1. Site specific Health and Safety Plan, to include and be updated regularly:**

**8.5.2.2. Site specific safety hazard assessment**

**8.5.2.3. Results of safety and health risk or hazard analysis for the site tasks and operation and procedure for managing hazards**

**8.5.2.4. All applicable MSDS Sheets**

**8.5.2.5. Communication Plan**

**8.5.2.6. Contact phone numbers**

**8.5.2.7. On-site Contingency and Emergency Response Plan addressing standard operating procedures to be implemented during emergency situations**

**8.5.2.8. Public Protection**

8.5.3. *DR will review Contractor's Site Specific Health and Safety Plan to provide comments. Contractor is to revise the plan as appropriate and resubmit plan to DR within 24 hours after receipt of comments. Review should not be construed as approval and does not reduce Contractor's overall responsibility for construction Health and Safety.*

8.5.4. *Incident and accident reports.*

**8.5.4.1. When applicable: Contractor's Electrical Master's License (must have original on-site for verification), Contractor's Electrical Master's business license (must have original on-site for verification), Electrical Safety Authority permit or certificate,**

**8.5.4.2. Names and contact information for all sub-contractors who will be working on-site.**

8.5.5. *Employee Information – Names of all persons who will be present on-site during the course of this Contract and copies of:*

**8.5.5.1. WHMIS card (ON)**

**8.5.5.2. Trade Certificates and if applicable Apprenticeship Certificates (must have original on-site for verification)**

**8.5.5.3. Workers' Certificates of Qualification**

**8.5.5.4. Fall Arrest Protection Certificates**

**8.5.5.5. Job Protection Cards and Registration, if applicable**

**8.5.5.6. CPR/1<sup>st</sup> aid training for safety watcher (appropriate to job to be undertaken)**

**8.5.5.7. Other certificates where required for the performance of specific tasks (including but not limited to: confined space awareness or entry (job specific), man lift, asbestos, boater certification**

#### **8.6. Hazardous Materials**

8.6.1. *Designated Substance Reports for all bridges are included with project documents.*

8.6.2. *Should material resembling a hazardous material not previously identified or documented be encountered during the execution of Work, stop Work and notify DR. Do not proceed until written instructions have been received from DR.*



- 8.6.3. *Manage all products used in Work to requirements of the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the Occupational Health and Safety Act and Regulations.*

**8.7. Qualifications of Personnel**

- 8.7.1. *Carry out work using licensed workers; certified in the province of work, or apprentices; registered in a Québec or Ontario Provincial Apprenticeship Program, in accordance with the appropriate Provincial Act respecting manpower, vocational training and qualification.*

**9. ENVIRONMENTAL PROTECTION**

**9.1. Summary**

- 9.1.1. *This section covers the environmental procedures and protection measures to be followed during the Work. This includes instructions for proper disposal of waste, cleanliness, fires, plant protection, work adjacent to watercourse, pollution and dust control.*

**9.2. Regulatory Requirements**

- 9.2.1. *Comply with specified standards and regulations to ensure environment protected over course of work.*

**9.3. Site Cleanliness**

- 9.3.1. *Maintain bridge sites in tidy condition, free from accumulation of waste products and debris.*  
9.3.2. *Remove waste materials from site at end of each working day.*

**9.4. Work Adjacent to Watercourse**

- 9.4.1. *Equipment to be operated on land or floating barge only.*  
9.4.2. *Do not dump waste material or debris into watercourse.*  
9.4.3. *Do not allow waste water into watercourse, sewer or drainage systems.*  
9.4.4. *Clean equipment so as to prevent wash water from entering watercourse.*

**9.5. Plant Protection**

- 9.5.1. *DR will inform Contractor of Species at Risk present on-site prior to beginning of work.*  
9.5.2. *Protect trees and plants on site and adjacent properties.*  
9.5.3. *Protect roots of trees to drip line during work. Avoid unnecessary traffic and storage of materials over root zones.*  
9.5.4. *Minimize damage to areas with grass cover. Make good any damage to grass to the satisfaction of DR.*

**9.6. Animal Protection**

- 9.6.1. *DR will inform Contractor of Species at Risk present on-site prior to beginning of work.*  
9.6.2. *Develop protection plan complying with requirements in Species at Risk Act (SARA), Fisheries Act and Migratory Birds Convention Act (MBCA). Submit protection plan for approval to DR.*  
9.6.3. *Do work so as to not disturb habitat, including nesting and breeding grounds, of species identified in SARA, Fisheries Act and MBCA.*

**9.7. Spill Protection**

- 9.7.1. *Develop site specific spill response plan that will contain and clean up any leaks or spills of hazardous materials. Submit to DR for approval 5 days prior to beginning of work.*  
9.7.1.1. *Keep emergency spill kit and copy of spill response plan on-site to respond quickly to spills if spills occur. Provide list of contents of spill kit and all applicable Technical Data Sheets (TDS) to DR 5 days prior to beginning of*



**work**

9.7.2. *Maintain vehicles and equipment in good working condition to avoid leaks and spills of hazardous materials.*

**9.7.2.1. Vehicles and equipment to arrive on-site in clean condition and maintained free of fluid leaks.**

**9.7.2.2. Wash, refuel and service vehicles and equipment and store fuel away from water to prevent harmful substances from entering watercourse.**

9.7.3. *Contact DR and governing authority if spill occurs.*

**9.7.3.1. Ontario: Ministry of Environment Spill Action Centre at 1-800-268-6060**

**9.8. Pollution Control**

9.8.1. *Control emissions from equipment and vehicles to local authorities' emission requirements.*

9.8.2. *Use vehicles and equipment fitted with emission control systems, mufflers, exhaust system baffles and/or engine covers.*

9.8.3. *Prevent debris and other extraneous materials from contaminating air beyond work area by providing the necessary control of dust and debris.*

**9.8.3.1. Provide temporary enclosures to contain possible contaminants.**

9.8.4. *Cover or wet down dry materials and rubbish to prevent blowing dust and debris.*

9.8.5. *Restrict noise in accordance with local municipal regulations.*

**9.9. Disposal of Wastes**

9.9.1. *Remove and dispose of waste and debris to an approved landfill site adhering to all municipal, provincial and federal environmental and health regulations.*

9.9.2. *Do not bury waste or debris materials on site.*

9.9.3. *Do not dispose of waste or volatile materials into watercourse, storm or sanitary sewers, catch basins or deck drains.*

9.9.4. *No foreign materials including garbage, sand, debris, cleaning solvents or paint are to fall or be washed into watercourse or through deck drains.*

9.9.5. *Handle and dispose of hazardous or toxic materials in accordance with the Canadian Environmental Protection Act, Transportation of Dangerous Goods Act, Regional and Municipal regulations.*

**9.10. Fires – Fires and burning of waste and debris is not permitted.**

**9.11. Notification**

9.11.1. *DR will notify Contractor in writing of observed noncompliance with Federal, Provincial or Municipal environmental laws or regulations.*

9.11.2. *Contractor to inform DR of proposed corrective action and proceed only when written approval from DR is received.*

9.11.3. *DR may issue stop work order until satisfactory corrective action has been taken.*

9.11.3.1 *No time extensions granted or equitable adjustments allowed to Contractor for such suspensions.*

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## APPENDIX "B"

### FINANCIAL BID - BASIS OF PAYMENT

#### BURLINGTON LIFT BRIDGE – MAINTENANCE WORK

#### UNIT PRICE TABLES

#### SCOPE OF WORK

##### A) Clean-up

Cost to perform clean-up as described in Statement of Work	
8 call-ups annually	x 8
Total	
Subtotal Clean-up:	(A)

##### B) Graffiti Removal:

Cost to remove 1 tag smaller than 0.25 m <sup>2</sup>	
30 tags smaller than 0.25 m <sup>2</sup> annually	x 30
Sub-total	
Cost per m <sup>2</sup> to remove tags larger than 0.25 m <sup>2</sup>	
5 m <sup>2</sup> annually	x 5
Total	
Cost to remove 1 sticker	
5 stickers annually	x 5
Total	

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**Subtotal Graffiti Removal:** (B)

**C) Pothole Repair:**

Cost to repair 1 pothole on roadway	
8 roadway potholes annually	x 8
Total	

Cost to repair 1 pothole in sidewalk	
4 sidewalk potholes annually	x 4
Total	

**Subtotal Pothole Repair:** (C)

**D) Grass Cutting:**

Cost to perform grass cutting as described in Statement of Work	
20 Call-ups annually	x 20
Total	

**Subtotal Grass Cutting:** (D)

**E) Dangerous Substance Removal:**

Cost of 1 service call to remove dangerous substances	
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4 service calls annually

x 4

Total

**Subtotal Dangerous Substance Removal:**

(E)

**F) Snow Removal:**

Cost to perform snow removal as described in Statement of Work

12 call-ups annually

x 12

Total

**Subtotal Snow Removal:**

(F)

**G) Pressure Washing:**

Cost per 1 hour of pressure washing

60 hours annually

x 60

Total

**Subtotal Pressure Washing:**

(G)

**H) Crack Sealing:**

Cost per meter of crack sealing

50 m annually

x 50

Total

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**Subtotal Crack Sealing:**

(H)

**I) Traffic Control:**

Cost to provide 1 Traffic Control and Management Plan and install and remove  
Traffic Control

5 call ups annually

x 5

**Total**

Cost for 1 hour of alternating lane of traffic

20 hours annually

x 20

**Total**

**Subtotal Traffic Control:**

(I)

IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE PER OPERATION OR  
PER HOUR, WHICHEVER APPLIES, WILL GOVERN. CANADA MAY ENTER INTO CONTRACT  
WITHOUT NEGOTIATION

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**Sum of Pricing Subtotals**

Subtotal Clean-up: (A) Total \$ \_\_\_\_\_

Subtotal Graffiti Removal: (B) Total \$ \_\_\_\_\_

Subtotal Pothole Repair: (C) Total \$ \_\_\_\_\_

Subtotal Grass Cutting: (D) Total \$ \_\_\_\_\_

Subtotal Dangerous Substance Removal: (E) Total \$ \_\_\_\_\_

Subtotal Snow Removal: (F) Total \$ \_\_\_\_\_

Subtotal Pressure Washing: (G) Total \$ \_\_\_\_\_

Subtotal Crack Sealing: (H) Total \$ \_\_\_\_\_

Subtotal Traffic Control: (I) Total \$ \_\_\_\_\_

Grand Total (A + B + C + D + E + F + G + H + I): \$ \_\_\_\_\_

**TOTAL BID PRICE** \$ \_\_\_\_\_



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## APPENDIX "C"

### SECURITY REQUIREMENTS CHECKLIST (SRCL)

See Buyandsell attachment

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#### APPENDIX "D"

Site Maintenance - Drawing No. P500087/50000436 (See Buyandsell. Attachment)





## APPENDIX "F"

### VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

#### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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. 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. 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](http://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 on page 2 of 2 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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

*\* 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.*

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## Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

*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 B*

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:

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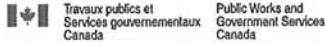
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APPENDIX "G"

CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE



Page 1 of

Description and Location of Work Hamilton, Ontario – Burlington Lift Bridge – Maintenance Work	Contract No. EP168-191096 Project No. R.090046.001
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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

*Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services*

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$

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

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

Telephone number

Signature

Date D / M / Y



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## 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 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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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.