



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des

soumissions → TPSGC

10th Floor, 4900 Yonge Street /

10e étage, 4900 rue Yonge

Toronto

Ontario

M2N 6A6

## INVITATION TO TENDER

## APPEL D'OFFRES

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

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

### Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada

Ontario Region

10th Floor, 4900 Yonge Street

Toronto

Ontario

M2N 6A6

<b>Title - Sujet</b> Henry Traill CCC Cladding Replaceme	
<b>Solicitation No. - N° de l'invitation</b> EQ734-210776/A	<b>Date</b> 2020-08-13
<b>Client Reference No. - N° de référence du client</b> EQ734-210776	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWL-054-2531
<b>File No. - N° de dossier</b> PWL-0-43019 (054)	<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 2020-09-10</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> Essa, Zobia	<b>Buyer Id - Id de l'acheteur</b> pwl054
<b>Telephone No. - N° de téléphone</b> (416) 708-2604 ( )	<b>FAX No. - N° de FAX</b> (416) 952-1257
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CSC HENRY TRAIL COMMUNITY CORRECTIONAL CENTRE 1455 BATH ROAD KINGSTON, ON K7L 4V9	

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>

## INVITATION TO TENDER

### Henry Trail Community Correctional Centre Exterior Cladding Replacement Kingston, Ontario

## IMPORTANT NOTICE TO BIDDERS

### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

#### Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at

<https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [Zobia.essa@tpsgc-pwgsc.gc.ca](mailto:Zobia.essa@tpsgc-pwgsc.gc.ca) Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### SI03 MANDATORY SITE VISIT

1. There will be a mandatory site visit on Tuesday, August 25th 2020 at 10:00 AM EST. Interested bidders are to meet in the parking lot of Henry Trail Community Correctional Centre, 1455 Bath Road, Kingston, ON, K7L 4V9. Interested bidders must register with the Contracting Officer, Zobia Essa at [Zobia.Essa@tpsgc-pwgsc.gc.ca](mailto:Zobia.Essa@tpsgc-pwgsc.gc.ca), by Friday, August 21<sup>st</sup> 10:00 AM to confirm attendance.
2. The site visit for this project is MANDATORY. The representative of the bidder will be required to announce who is in attendance so that the Site Visit Attendance Sheet can be completed by the Departmental Representative. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**
3. **Safety Attire:** In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (non-medical masks/face coverings). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
4. **COVID-19 Pre-screening:** As a result of the COVID-19 pandemic, the following precautions are mandatory during the site visit:
  - social distancing, maintaining a minimum of 2 meters between individuals;

- bidders are limited to one representative only to reduce the size of the gathering;
- avoid social greetings (i.e. handshakes);
- Wear a mask at all times while outside of vehicle; and
- conduct a self-screening assessment and do not attend the site visit if you answer yes to any of the screening questions below.
- **Self- screening assessment questions:**
  - Do you have a cough, fever, sore throat, difficulty breathing, or any other new or worsening symptoms?
  - Have you travelled outside of Canada in the past 14 days?
  - Have you had close contact with a person with acute respiratory illness who has travelled anywhere outside of Canada within the last 14 days before their illness?
  - Have you been in close contact with a confirmed or probable case of COVID-19 in the past 14 days?

Do not attend the site visit if you answered yes to any of the questions, and contact your health care provider for advice.

#### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 416-952-1256 and 416-952-1257.

#### **SI05 BID RESULTS**

1. The responsive bid carrying the lowest price will be recommended for contract award.
2. Following solicitation closing, bid results may be obtained by e-mailing a request to [Zobia.essa@tpsgc-pwgsc.gc.ca](mailto:Zobia.essa@tpsgc-pwgsc.gc.ca)

#### **SI06 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

#### **SI07 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.

4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

**SI08 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided (**with 1 electronic or paper copy**) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer.

**SI09 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell  
<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions  
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

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

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

Performance Bond (form PWGSC-TPSGC 505)  
[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

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

Trade agreements  
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
  - e. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

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

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.

The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:

- a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
- b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 INSURANCE TERMS**

#### **1) Insurance Contracts**

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

**2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

**3) Proof of Insurance**

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

**4) Insurance Proceeds**

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

**5) Deductible**

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

**SC04 VALUE ADDED PROPOSALS (VAP)**

PWGSC may accept "value added proposals" (VAPs) from the Contractor after award of contract through the duration of the contract (as specified in the Bid and Acceptance of the tender document). The intent of the VAP is to improve the project by leveraging the successful contractor's knowledge and experience to improve efficiency and effectiveness of the work. PWGSC will review VAPs to determine benefits to the project and Canada and adherence to VAP guidelines.

**VAP GUIDELINES**

**1. General**

These guidelines apply to VAP's initiated and developed by the Contractor for proposed improvements to schedule, drawings, designs, specifications, materials or other requirements of the Contract. Proposals must be submitted in writing. This clause only applies to proposals identified by the Contractor at the time of submission to the Department Representative as a proposal submitted pursuant to this VAP clause. The contractor shall consider delays for approvals by other government departments or agencies having jurisdiction.

**2. VAP Scope**

The VAP's contemplated are those that would necessitate an amendment to the existing contractual terms and conditions.

In general VAP's shall be considered for improvements to the following:

- 1. Schedule;
- 2. Project cost;
- 3. Safety;
- 4. Environmental impacts;
- 5. Quality;
- 6. Buildability;
- 7. Project life cycle costs;
- 8. Other aspects of the project; and
- 9. Any combination of the above.

### 3. Project Constraints

VAP's must be compliant with the following constraints:

1. Shall not impair any of the essential functions, characteristics or code compliance of the project such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features, while maintaining the specified quality; and
2. Shall not change the location of the project.

### 4. Value Added Proposal Submissions

Any VAP must include the information outlined below in the Value Added Proposal Submittal Documentation and submitted in accordance with Submittal Instructions.

If a VAP is accepted and provides the expected results, the Contractor may be eligible to receive a financial incentive for the accepted VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or; an incentive percentage mark up for demonstrated results) at the sole discretion of Canada. Costs are to be calculated in accordance with "Allowable Costs for Contract Changes Under General Conditions (GC) 6.4" OF THE CONTRACT.

### 5. Value Added Proposal Submittal Documentation

The following information shall be submitted by the General Contractor with each VAP at no additional cost to Canada:

- A description of the difference between the existing contract/requirement and the proposed improvement; the comparative advantages or disadvantages of each, including justification of why an item is being altered; the effect of the change on the performance of the end product; and any pertinent objective test data.
- An itemization of the requirements of the change order if the proposal is adopted and a recommendation as to how to make each change (e.g., a suggested revision).
- Cost Benefit Analysis – A detailed estimate of the reduction and/or increase that will result from adoption of the proposal, taking into account the costs of development and implementation by the Contractor. Include any amounts attributable to subcontracts in accordance with GC 6.4.1 "Allowable Costs for Contract Changes Under General Conditions (GC) 6.4.1" and the basis for the estimate.
- A prediction of any effects the proposed change would have on costs to the Crown and ongoing cost of maintenance and operations.
- An estimate of the date by which a change order adopting the proposal must be issued so as to obtain the maximum benefit, together with estimates of benefits if VAP approval is delayed beyond the maximum benefit date or number of days the proposal is valid, noting any effect on the order completion time or delivery schedule.
- Suggestions as to the incentive that may be available to the Contractor from the proposed VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or; an incentive percentage mark up for demonstrated results). Acceptance to be at the sole discretion of Canada.

### 6. Value Added Proposals Submittal Procedures

General Contractor Requirements:

The General Contractor submits a detailed description of the VAP complete with project impacts and schedule to the Departmental Representative for consideration. The VAP submission is to be supported by detailed drawings where necessary, as well as firm price (including detailed breakdown of all labour, material and equipment costs associated with the proposal).

Departmental Representative Requirements

1. Contractor may submit VAPs to the Departmental Representative after award of contract through the completion of the contract. As per the contract "time is of the essence" and as such proposals should be submitted as soon as possible after award.
2. Contractor will not proceed with work proposed in VAP until directed to by the Departmental Representative.

In addition to the VAP submittal documentation required, the submission shall include;

- a) Date and revision dates;
  - b) Project title and number;
  - c) Name and address of subcontractor, manufacturer, and supplier, Contractor stamp, signed by Contractor stamp, signed by the Contractor's authorized representative certifying approval of submission, Verification of VAP content, and compliance with SC04 clause and Contract documents.
3. Allow 10 working days for Departmental Representative's review of each submission. VAP will be reviewed in consultation with the Consultant.
  4. Makes changes to VAP submission as agreed upon with Departmental Representative.
  5. Acceptance
    - a) Acceptance of any value added proposal is at the sole discretion of Canada.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Henry Trail Community Correctional Centre Exterior Cladding Replacement  
Kingston, Ontario  
R.021850.003

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

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

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding Applicable Taxe(s).  
(amount in numbers)

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within 18 weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX 2 - 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.*

## 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 C*

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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**ANNEX A - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)**CERTIFICATE OF INSURANCE**

Page 1 of 2

Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

<b>Description and Location of Work</b>  Henry Trail Community Correctional Centre Exterior Cladding Replacement Kingston, Ontario	<b>Contract No.</b> EQ734-210776/001/PWL
	<b>Project No.</b>  R.021850.003

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

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

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

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

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

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

### Builder's Risk / Installation Floater

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

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

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

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

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

## **ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT** **(Sample)**

*(This report is not required at bid deposit)*

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

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

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

<b>Number of apprentices hired</b>	<b>Trade</b>