

SUPPLIER COMPLIANCE PACKAGE

CONTRACTOR

Project Management

February 2018

Documents to fill out – Return only the page with your signature

PAGE 3	SUPPLIER CONTACT INFORMATION SHEET
PAGE 4	ZERO TOLERANCE POLICY
PAGE 8	SUPPLIER TERMS & CONDITIONS
PAGE 9	CLIENT SPECIFIC CONDITIONS
PAGE 11	SUPPLIER CODE OF CONDUCT
PAGE 12	DECLARATION OF PROFESSIONAL LICENSES AND PERMITS
PAGE 13	INDEPENDENT OPERATOR WORKERS' COMPENSATION INSURANCE WAIVER (<i>if applicable</i>)

Documents to provide

- 1) GENERAL LIABILITY INSURANCE CERTIFICATE (*with all items on the checklist*)
- 2) CLEARANCE CERTIFICATE FROM THE APPROPRIATE PROVINCIAL WORKERS' COMPENSATION BOARD (*if not applicable please complete the following document*)
INDEPENDENT OPERATOR WORKERS' COMPENSATION INSURANCE WAIVER
- 3) CONTRACTOR LICENSE (*if applicable*)

Supplier Contact Information Sheet

Company Information

Is this application for: Head Office Branch Franchise

Preferred language of correspondence English French

Company Name: _____
Full legal company name

Company Mailing Address: _____

Unit or Suite No.: _____ City: _____

Province/State: _____ Postal or Zip Code: _____

Main Contact Name: _____ Title: _____
First and last name

Phone No.: _____

Email: _____ Fax No.: _____

Emergency Contact Name: _____ Cell Phone: _____
First and last name

Phone No. _____ Fax No.: _____

Email: _____ Cell Phone: _____

Preferred method of communication for Purchase Orders Email Fax

Purchase Order to be sent to: Check if same as Main Contact

Phone No: _____ Fax No.: _____

Contact Name: _____ Email: _____

Remittance Address Information: (Complete if different from above Company Mailing address)

Street Address or Box No.: _____ Unit or Suite No.: _____

City: _____ Province or State: _____

Postal Code or Zip Code : _____ Phone No. : _____

Email: _____ Fax No. : _____

Payment Method: Fill Out the attached Electronic Funds Transfer Setup Form

Cheque [Electronic Funds Transfer \("EFT"\)](#) - preferred

Tax Information

Currency: CAD USD Other Specify: _____

GST No.: _____ HST No.: _____

PST No.: _____ QST No.: _____

Exempt

Indicate reason for tax exemption: _____

Zero Tolerance Policy

1.0 INTRODUCTION

BGIS O&M Solutions Inc. (“O&M Solutions”) provides real estate, facilities and project management services to “mission critical”, telecommunication, IT, studio’s and utility Clients.

- 1.1 Our primary values and our contractual obligations to our Clients include compliance with applicable health and safety laws, network reliability and integrity of Clients’ assets.
- 1.2 High Risk Work or work performed in high risk areas (which we refer to as “High Risk Work”) is work that can result in a serious incident relating to health and safety, network reliability, impacting large number of Bell employees or a Client’s assets, and is of special concern to O&M Solutions and its Clients. This policy describes the non-compliances that are not tolerated because of the serious risk or threat to health and safety, network reliability or a Client’s assets, and clarifies the consequences of such non-compliance.

2.0 OBJECTIVE

2.1 The objective of this Zero Tolerance Policy is to:

- a. reduce the sources of danger to health and safety in or around High Risk Work;
- b. minimize the risk of Network Failure and damage to Client assets and to Bell employees that support Bell services such as call centers; and
- c. establish a process to deal with the consequences of non-compliance by Suppliers.
- d. any work inside or outside Bell’s facilities must take into account to not disrupt Bell’s operation and services, unless agreed to. Planning, communication and precautionary approach is key.

3.0 SCOPE

This Zero Tolerance Policy applies to all Suppliers and consultants engaged directly by O&M Solutions for High Risk Work (referred to as “Contractors”) either as prime or as agent for its Clients. The provisions of this policy are deemed incorporated into any contractual agreement for work or services entered into between O&M Solutions as prime or as agent for its Clients and a Contractor (the “Contract”) as of the date of signature by the Contractor of the Undertaking to Comply with the Zero Tolerance Policy by the Contractor. In the event of a conflict or inconsistency between the policy provisions and the provisions of the Contract, the provisions of the policy shall prevail.

- 3.1 The occurrence of a Non-Compliance, described in the following section, could result in the application of the measures described in this policy in addition to all other measures or remedies available to O&M Solutions or its Clients under the Contract. Contractors who engage employees or a sub-contractors to perform all or part of the High Risk work shall be responsible for any Non-Compliance by their employees and sub-contractors.

4.0 NON-COMPLIANCES

The following acts or omissions are deemed non-compliant performance of work or services creating serious risks of service failure, injury, loss of life or property damage. They are defined as Non-Compliances:

- non-compliance with the Methods and Procedures for services or work performed at Client sites (referred to as “MOPs”) issued by O&M Solutions to Contractors;

- non-compliance with Client health and safety policies and guidelines issued by O&M Solutions to Contractors;
- any unauthorized work on a live panel, i.e. hot tapping a connection, or; working above/around live equipment without proper protection as approved by the project manager or his representative;
- unauthorized UPS/Telco disconnect activities; unauthorized shut-off of a ventilation system in an equipment area without proper investigation (this includes disconnecting ductwork);
- turning off panels without proper investigation or approval (Electrical, Card Access, Telephone, Control, Fire Alarm, etc.);
- excavating without verification of underground utilities;
- leaving accelerants and/or debris unattended within a Client space;
- negligently setting off a false fire alarm;
- short circuiting power and/or control wiring;
- completing connections to equipment and devices without completion of proper verification procedures;
- blocking or impeding ventilation to equipment;
- dust infiltration;
- pipe leaks;
- inadequate control of water/dust/debris during cutting and coring activities;
- inadequate security coverage during x-ray activities;
- attending to work on-site without having adequately coordinated security escort(s);
- inadequately ensuring that tools are not in jeopardy of falling onto equipment when working above them;
- use of cell phones in equipment areas;
- traveling through equipment areas without approval;
- transporting equipment and materials through equipment areas without authorization;
- working above or on cable racking without proper approved protection or proper authorization by the project manager;
- working with an open flame without a permit;
- working without a threat ticket (proper or otherwise) in place;
- negligent damage of roofing membrane above equipment areas;
- using Client equipment and facilities (hoists, lifts, ladders, telephones, washrooms, etc.) without authorization;
- knowingly installing defective equipment;
- inadequately anchoring equipment or materials;
- using oil based paints or materials without authorization;
- drilling through asbestos tiles without authorization;
- propping open doors and openings in security and/or fire rated partitions;
- propping open outside doors without supervision;
- permitting access to unauthorized persons;
- loaning/borrowing ID cards to/from people to whom they were not originally issued;
- proceeding with work without a Start-up Meeting;
- smoking within Client space outside of officially designated smoking areas;
- non-compliance with applicable health and safety or environmental laws and regulations and guidelines;
- use of unlicensed or unqualified employees or sub-contractors;
- failure to adhere to the Network "Change Management Procedure" at any time;

- negligent performance or non-performance of the services or work that could foreseeable result in an Incident;
- use of a camera with a flash in equipment rooms, which is forbidden;
- minimize noise and odor when working in or near office areas taking into consideration fresh air intakes;
- taking necessary precautions when manipulating asbestos material;
- un-authorized operation of commercial power equipment and generators;

5.0 CONSEQUENCES OF NON-COMPLIANCE

Non-Compliances, whether or not they result in an Incident (“Incident” is defined as network failure, workplace injury or property damage) will result in the following:

5.1 Suspension of Services

The services or work being performed in the High Risk Work area may be immediately suspended or revised upon notice by O&M Solutions, at its sole discretion and upon its instructions.

5.2 Investigation

O&M Solutions shall investigate the Non-Compliance or Incident and determine its cause. The contractor and other parties involved may be called to meet with O&M Solutions within 24 hours to discuss the Non-Compliance or Incident. If, in the opinion of O&M Solutions, the Non-Compliance or Incident occurred through the negligence, fault or misconduct of the Contractor, its employees or sub-contractors, it shall notify the O&M Solutions Network Reliability Council of its findings.

5.3 Assessment by the Network Reliability Council

The Network Reliability Council of O&M Solutions will evaluate the Non-Compliance, and assess its seriousness and the degree of:

- a. risk of service or network failure to which the network is exposed or actual service or network failure;
- b. risk of serious injury and loss of life arising out of the Non-Compliance or actual serious injury or loss of life; and
- c. risk of damage to property (buildings, equipment, networks) or actual damage to property arising out of the Non-Compliance.

5.4 Decision of the Network Reliability Council

After its assessment, the Network Reliability Council of O&M Solutions shall render a decision on the measures to be taken by O&M Solutions in connection with the Non-Compliance, and a written notice shall be sent advising the Contractor of the measures which shall be taken as a result of the Non-Compliance.

5.5 Measures taken by O&M Solutions

The measures shall reflect the severity of the Non-Compliance, the degree of negligence or fault or misconduct, and the degree of risk or threat of an Incident occurring or the seriousness of the Incident having occurred. O&M Solutions, acting reasonably but in its sole and absolute discretion, shall have the right to exercise one or more of the following measures. The measures are not subject to the arbitration provisions, if any, of the contract between the Contractor and O&M Solutions:

- a. immediate termination of the Contract in connection with which a Non-Compliance has occurred (the termination shall be deemed to be for material breach of Contract and the monetary remedy provisions of the Contract shall apply);
- b. immediate termination of ALL ongoing contracts between O&M Solutions and the Contractor;
- c. Service Request Restrictions;
- d. issuance of a 3-month restriction period for service requests by O&M Solutions;
- e. issuance of a 6-month restriction period for service requests by O&M Solutions;

- f. issuance a 12-month restriction period for service requests by O&M Solutions (the Contractor will have to apply to re-qualify as a potential service provider and the application will only be accepted as per the Network Reliability Council's sole discretion and decision); or
- g. issuance of a permanent restriction for service request by O&M Solutions.

5.6 Amendments to the Zero Tolerance Policy

O&M Solutions may amend this policy from time to time. In that case, O&M Solutions shall send the Contractor the amended policy, which shall come into effect as of the signature date of the Undertaking to Comply with the Zero Tolerance Policy by the Contractor.

5.7 Signature of the Undertaking to Comply with the Zero Tolerance Policy by the Contractor.

A Contractor's senior officer or director is required to sign the Undertaking to Comply to the Zero Tolerance Policy by the Contractor and remit it to O&M Solutions before the Contractor is permitted to enter into any contractual agreements with O&M Solutions or to perform any work or services for O&M Solutions and its Clients.

6.0 UNDERTAKING TO COMPLY WITH THE ZERO TOLERANCE POLICY BY THE CONTRACTOR

The undersigned, an officer or director of the Contractor, acknowledges and undertakes the following on behalf of the Contractor:

- 6.1 I acknowledge having read and understood this policy, and that Non-Compliances are not tolerated by O&M Solutions and will result in the imposition of the measures described in this policy;
- 6.2 the Contractor shall comply with this policy and shall not perform the services or work in a non-compliant manner;
- 6.3 the Contractor undertakes to ensure that its employees and its sub-contractor shall be made aware of this policy and of the applicable methods and procedures issued to the Contractor prior to the commencement of the services or the work to be performed, and that the Contractor is responsible for their Non-Compliances;
- 6.4 the Contractor acknowledges that O&M Solutions has absolute and sole discretion and the right to impose the measures described in this policy; and
- 6.6 this acknowledgement and undertaking to comply with the Zero Tolerance Policy is an integral part of any agreement, contract or purchase order the Contractor may enter into with O&M Solutions or the Client, represented by BGIS O&M Solutions Inc.

SUPPLIER'S LEGAL COMPANY NAME
PRINT NAME
TITLE / POSITION
AUTHORIZED SIGNATURE
DATE

Supplier Terms & Conditions

1.0 SCOPE AND TERMS & CONDITIONS PRECEDENCE

- 1.1 Goods and/or services (“**Deliverables**”) ordered by BGIS Global Integrated Solutions Canada LP or any subsidiary or affiliate thereof including but not limited to BGIS Workplace Solutions Inc. on its own behalf or as agent for a third party (collectively, “**BGIS**”) in a purchase order or work order (“**P/O**”) issued to you (“**the Contractor**”) shall be timely furnished and invoiced in strict conformity with the P/O (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BGIS and/or its customer (“**Client**”) which may include policies relating to Supplier Code of Conduct, health and workplace safety which have been shared with the Supplier in advance or otherwise made available on BGIS’s website at [Hyperlink Supplier terms & conditions \(Click here\)](#) and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.

ACKNOWLEDGEMENT

By signing below, the Contractor agrees that if and when it supplies Deliverables to or on behalf of BGIS pursuant to a P/O, such transaction(s) shall at all times be subject to these Supplier T&Cs.

SUPPLIER’S LEGAL COMPANY NAME
PRINT NAME
TITLE / POSITION
AUTHORIZED SIGNATURE
DATE

Client Specific Conditions

Applicable to Contractors performing work for BGIS O&M Solutions Inc. in connection with the Bell contract. The following Client-Specific Conditions shall apply in addition to any and all other Special, Specific or General Conditions in any contract, agreement, purchase order, work order or other form of contractual document entered into between BGIS O&M Solutions Inc. ("O&M Solutions") and the service provider, vendor, supplier or contractor (the "Contractor") in relation to any Services or Work rendered to O&M Solutions in connection with the Client, defined below.

1.0 DEFINITIONS

"Client" means Bell Canada and its Affiliates

2.0 INSURANCE

The following wording shall be added to the Contractor's insurance policies as additional insured, but only with respect to liability arising from the operations and activity of the Supplier and its representatives in performing the Work:

"BGIS O&M Solutions Inc. and Bell Canada and its Affiliates"

3.0 O&M SOLUTIONS AS AGENT

O&M Solutions is acting as agent for and on behalf of the Client.

4.0 SECURITY REQUIREMENTS

- 4.1 The Supplier acknowledges and agrees that all Supplier personnel performing the Work on the Client's premises are required to obtain a Canadian Police Information Centre ("CPIC") security check.
- 4.2 Supplier personnel who do not pass the security check to the satisfaction of O&M Solutions or the Client shall not be permitted to perform Work on the Client's property.
- 4.3 Supplier personnel are required at all times while entering the Client's premises to:
 - a. demonstrate proof of CPIC security check; and
 - b. possess either a company ID card with their photograph, name and the Supplier's company name or government-issued photo identification.
- 4.4 Supplier personnel are required to:
 - a. monitor the use of equipment and tools at all times;
 - b. ensure unattended equipment is shut off and secured, including parked vehicles;
 - c. not carry weapons personally or in a vehicle servicing the property;
 - d. not interfere with the Client's operations;
 - e. not carry or possess alcohol or drugs on the site;
 - f. comply with the Client's rules; and
 - g. not buy, trade or sell anything to or from the public while on the Client's property.
- 4.5 The Supplier shall provide updated certificates or criminal record checks for each and every current or prospective employee, agent, sub-contractor and/or supplier to the Manager of Security Services, O&M Solutions, at least every twelve (12) months throughout the term of the Agreement or as otherwise requested by O&M Solutions.
- 4.6 The Supplier shall be responsible for payment of all costs associated with any security requirement for any of its current or prospective employees, agents, sub-contractors and/or suppliers.

5.0 ZERO TOLERANCE POLICY

Suppliers providing services in any Client building undertake to comply with the Zero Tolerance Policy prior to providing that Services.

6.0 PRICE REDUCTION

Notwithstanding anything to the contrary in this Agreement, in the event that (i) the Supplier's costs relating to the provision of the Services pursuant to this Agreement are reduced as a result of any modification or amendment to the applicable Commodity Tax Legislation, or (ii) Commodity Taxes charged to the Supplier in relation to the provision of the Services become partially or fully refundable to the Supplier, then in every case the Parties agree to amend the Agreement to reduce the prices charged by the Supplier to the Client by an amount equal to such reduction in costs or refund, as applicable.

7.0 ENVIRONMENTAL REQUIREMENTS

A supplier shall read and review with its staff the environmental instructions and ensure that the work and activities are provided in compliance with those instructions and with governmental legislative requirements. To obtain a copy of the environmental instructions and procedures to follow, please contact Procurement.omsolutions@bgis.com

8.0 CLIENT POLICIES

The Supplier shall comply with all applicable Client policies and procedures, including, without limitation, the Client policies provided at: [Supplier Code of Conduct](#)

SUPPLIER'S LEGAL COMPANY NAME
PRINT NAME
TITLE / POSITION
AUTHORIZED SIGNATURE
DATE

Supplier Code of Conduct

1.0 Purpose

At BGIS Global Integrated Solutions Canada LP and its related companies (collectively referred to as “BGIS”), we are committed to a policy of fair dealing and integrity in the conduct of all aspect of our business. As a recognized leader in the provision of Real Estate Management Services, our core values must be reflected in our actions and behavior. Each of us has personal responsibility to uphold and extend our standards of ethical behavior. To access the BGIS O&M Code of Conduct, please click on link below:

[Hyperlink Supplier Code of Conduct \(Click here\)](#)

ACKNOWLEDGEMENT

By signing below, the Consultant acknowledges that it has downloaded, read and understood the Consultant Code of Conduct.

SUPPLIER'S LEGAL COMPANY NAME
PRINT NAME
TITLE / POSITION
AUTHORIZED SIGNATURE
DATE

Declaration of Professional Licenses and Permits

DATE:			
COMPANY OR BUSINESS NAME:			
STREET ADDRESS:			
CITY:		PHONE:	
PROVINCE:		FAX:	
POSTAL CODE:		EMAIL:	
NAME OF OWNER:			

With respect to the above-mentioned business, I, the undersigned, hereby attest that as of this date, the Company/Business holds all valid trade, professional or other licenses required to perform the service and that all trade, professional or other licenses shall be renewed when necessary in order to maintain the Company/Business registered as a Supplier for BGIS O&M Solutions Inc.

BGIS O&M Solutions Inc. shall have the right to request copies of any such licenses or permits at any time while the Company/Business is a registered Supplier and prior to payment of any invoices.

NAME OF OWNER OFFICER, DIRECTOR, PARTNER OR OTHER PRINCIPAL
TITLE / POSITION
AUTHORIZED SIGNATURE
DATE

Independent Operator Workers' Compensation Insurance Waiver

DATE:			
COMPANY OR BUSINESS NAME:			
STREET ADDRESS:			
CITY:		PHONE:	
PROVINCE:		FAX:	
POSTAL CODE:		EMAIL:	
NAME OF OWNER:			

If you have received a current letter from your Workers' Compensation Board indicating the ruling of Independent Operator status, please submit a copy of this ruling to Strategic Procurement – Supplier Relations.

Procurement.omsolutions@bgis.com

If you do not have a letter from your Workers' Compensation Board, please complete the following waiver:

With respect to the above-mentioned company, I _____ hereby attest that the business is a self-employed business and has been reported to the Government as such, and that the business has no employees other than the owners. I further attest that I understand the requirements of the Workers' Compensation Board of the province in which I am providing the service. I agree to comply with the code requirements and all other applicable laws and regulations regarding Workers' Compensation, payroll taxes and similar employment issues. I further agree to hold BGIS O&M Solutions Inc. harmless from loss or liability, which may arise from the failure of the above-mentioned business to comply with any such laws or regulations.

I understand that I am required to notify the appropriate provincial Workers' Compensation Board of any material change in circumstances with the above-mentioned business, and should this affect my obligations under the *Workers' Compensation Act*, I shall notify BGIS O&M Solutions Inc. accordingly within ten (10) business days.

NAME OF OWNER OFFICER, DIRECTOR, PARTNER OR OTHER PRINCIPAL
TITLE / POSITION
AUTHORIZED SIGNATURE
DATE

"Independent Operator" means a person who carries on business, separate from an employer, who does not employ any workers for that purpose, reports to the government as a self-employed business, and owns, operates and maintains his/her own equipment.

**GENERAL LIABILITY INSURANCE - CONTRACTOR
INSURANCE REQUIREMENTS FOR BELL CANADA
MANDATORY ITEMS TO INCLUDE ON YOUR GENERAL LIABILITY INSURANCE CERTIFICATE**

- 1- Certificate issued to:

BGIS O&M Solutions Inc.
4175 14th Avenue
Markham, Ontario, L3R 0J2
- 2- Policy holder
- 3- Policy number
- 4- Expiry Date (YY/MM/DD) _____
- 5- General liability insurance with a minimum of 2 million dollars (\$2,000,000) per claim or occurrence. If contract is greater than 10 million dollars (\$10,000,000), Insurance for general liability will increase to 5 million dollars (\$5,000,000). Products and completed operations coverage.
- 6- Non-owned automobile insurance with a minimum of 2 million dollars (2,000,000 \$)
- 7- The following wording shall be added to the Contractor's insurance policies as additional insured:

BGIS O&M Solutions Inc. and Bell Canada and its Affiliates
- 8- The certificate does not mention any exclusions related to services rendered or sites.
- 9- The policy shall not be reduced, cancelled or non-renewed without a (30) day notice sent via registered mail by the insurer(s) to the certificate holder.
- 10- The insurance certificate must be dated and signed by either the insurer or its authorized officer.