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Buyer ID - Id de l'acheteur

mtc480

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Insurance Requirements

2. Summary

Request for Regional Individual Standing Offer to provide a service garage door contractor for the National Defence Canada, Montreal Garrison.

The period of the standing offer is one (1) year from the date of issue and includes two (2) options years.

3. Security Requirement

Not applicable.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

2. Submission of Offers

Offers 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 Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

5. Performance Evaluation

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copie)
Section II: Financial Offer (1 hard copie)
Section III: Certifications (1 hard copie)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex « B », Price Table. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

1.1. Technical Evaluation

1.1.1 Technical Criteria

1. Technicians, contractor, must have a minimum of three (3) years experience in the repair of garage doors. Provide us a list and/or letter with the name of the technicians and the number of years of experience for each individual.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full- time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

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

Definitions

For the purposes of this clause,

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

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

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

"pension" means, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

2.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his /her availability. Failure

2.4 Education and Experience

2.4.1 SACC Manual Clause M3021T (2012-07-16) Education and Experience

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

Not applicable.

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex « C ».

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Security Requirement

Not applicable.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications – Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from (to be determined) to (to be determined).

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) period(s), of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: France Bélisle
 Title: Supply officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: 800, de la Gauchetière Street West
 Place Bonaventure, South-East Portal
 Montreal, Qc H5A 1L6
 Telephone: 514-496-3881
 Facsimile: 514-496-3822
 E-mail address: danielle.couture@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____.

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: National Defence Canada.

Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an other electronic version.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or __1__ month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

10. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work ;

-
- e) Annex B, Basis of Payment ;
 - f) Annex C, Insurance Requirements ;
 - h) the Offeror's offer dated _____

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions**2.1 General Conditions**

2010C (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Term of Contract**3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment**4.1 Basis of Payment****Basis of Payment - Firm Price or Firm Unit Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

4.2 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 C0711C (2008-05-12), Time Verification
 C6000C (2011-05-16), Limitation of Price
 H1001C (2008-05-12), Multiple Payments

5. Invoicing Instructions

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

Each invoice must be supported by:

(a) a copy of the worksheet to support the time claimed;

2. Invoices must be distributed as follows:

(a) The original must be forwarded to the following address for certification and payment:
 Note: (One of the two addresses, depending on the address on the call-up)

SVC Génie
 5e GSS - Garnison Montréal
 6869, Notre-Dame
 Montréal (Québec) H1N 3R9

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex « C ». 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. SACC Manual Clauses

A9068C (2011-05-16), Canadian Forces Site Regulations

Solicitation No. - N° de l'invitation

W0130-13M201/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTC-3-36012

Buyer ID - Id de l'acheteur

mtc480

Client Ref. No. - N° de réf. du client

W0130-13-M201

CCC No./N° CCC - FMS No/ N° VME

**SPECIFICATIONS
FOR THE SERVICES OF A GARAGE DOOR CONTRACTOR
OCTOBER 2012**

(see PDF attached)

**BASIS OF PAYMENT
Table of unit cost for services at hourly rates**

(see PDF attached)

ANNEX "C"**INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) 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) 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

Solicitation No. - N° de l'invitation

W0130-13M201/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTC-3-36012

Buyer ID - Id de l'acheteur

mtc480

Client Ref. No. - N° de réf. du client

W0130-13-M201

CCC No./N° CCC - FMS No/ N° VME

policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa (Ontario) K1A 0H8

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.

NATIONAL DEFENCE CANADA

MONTREAL

REGION

SPECIFICATIONS

FOR THE SERVICES OF A
GARAGE DOOR CONTRACTOR

October 2012

Montreal Region

Specifications

for the services of a
garage door contractor

**Bid Document – Under Separate Cover: Annex “A” – Price Table – Quantity Table–
ELF forms #13, #101, #102 and #103 (examples)**

SPECIFICATIONS	SECTIONS	NUMBER OF PAGES
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Montreal Region

Specifications

for the services of a
garage door contractor

Section: Specifications

1. General
2. Scope of Work
3. Labour
4. Hours of Work, Security
5. Working Conditions
6. Building Manager
7. Site Security
8. Personal Protection and Protection of Property
9. Fire Protection
10. Cooperation
11. Clean-up
12. Warranty

Section: General Safety

1. General Clauses
2. Specific Clauses

1. GENERAL

The contract documents (conditions, standing offer, general safety) shall be read in conjunction with these specifications and the general clauses.

2. SCOPE OF WORK

2.1 General

- 2.1.1 The Contractor shall provide labour at the rates indicated in the price table in Annex "A" and shall provide all the tools needed to perform the tasks related to the building described in 2.2 below.
- 2.1.2 Materials may be provided by the building technical officer or the Contractor may be requested to provide materials. The Contractor shall be reimbursed for materials in accordance with the general clauses of the specifications. In addition to its own invoice, the Contractor shall include a copy of its material supplier's invoice for calculation of the profit indicated in the price table.
- 2.1.3 The Contractor shall respond to routine service requests within three hours of receiving the notice sent by the building technical officer. In an emergency, the response time shall not exceed one hour.
- 2.1.4 Services shall not be provided unless a service request has been made.
- 2.1.5 After each repair or service call, the Contractor shall provide the on-site National Defence representative with a copy of the worksheet, along with detailed certificates of replacement parts. If there is no authorized representative on site, the Contractor shall mail the worksheet, duly signed by the security guard on duty. The sheet shall indicate:
 - the exact date and time of the service call, and the name of the person requesting the service;
 - the date and time that the Contractor's technicians arrived and left;
 - the number of hours worked by each technician assigned to the work;
 - and
 - details about the tasks completed and parts replaced and/or repaired.

Invoices will be approved only if all conditions listed above are met.

2.2 Work likely to be requested (partial list)

Contractor – Garage doors

(The Contractor shall, on request, provide the required licences and competency certificates.)

Supply and install, replace, lubricate as needed, adjust, and/or repair the following garage door components and accessories and their frames, which may be aluminum or another metal or material:

- guide rails
- guide rail supports
- balancing springs
- galvanized steel top roller guides
- roller supports, hinges and cables
- rollers
- weatherstripping
- chain pulley
- limit switches
- controls, motors, remote controls and relays
- any other components

Required tools and equipment (partial list):

The Contractor shall provide all tools and equipment normally required to perform the work in accordance with the manufacturers' instructions and/or any applicable standards and in a professional manner.

3. LABOUR

- 3.1 Labour will be provided by the Contractor and must be fully qualified.
- 3.2 The building technical officer reserves the right to reject and request the replacement of any individual it deems to be unacceptable.
- 3.3 The Contractor will supervise its employees so as to ensure that their conduct and attire are appropriate and that their movement within the buildings is limited to the specific requirements of the work to be performed.
- 3.4 The building technical officer will make available to the Contractor a person to provide guidance as needed during the work period.
- 3.5 The Contractor will be fully liable for tools, breakages, lack of knowledge and implication of its staff.

4. HOURS OF WORK, SECURITY

Completed work shall be billed according to the price table for unit price services in Annex "A" as follows:

7:00 a.m. to 4:00 p.m. Monday to Friday: day rate;
4:00 p.m. to 1:00 a.m. Monday to Friday, evening rate;

1:00 a.m. to 7:00 a.m. Monday to Friday, Saturdays, Sundays and statutory holidays: overtime rate.

Work will be done primarily during the day. A pass will be required at all times in order to gain access to the site.

5. WORKING CONDITIONS

The working conditions are those prescribed by the Department of Labour of Canada.

6. BUILDING MANAGER

The building manager and building technical officer are the only persons authorized to sign invoices and purchase forms for materials.

7. SITE SECURITY

- 7.1 The Contractor who is awarded the contract may not begin work until it obtains basic security clearance for its employees.
- 7.2 The Contractor and representatives of the Contractor's firm must comply with the building security rules.
- 7.3 The Contractor will provide directives, notices and signs to inform the building technical officer and/or authorized representative, in addition to the building occupants, of the work being done.
- 7.4 Materials must be delivered to the building where the work is being done, to the place designated by the building administrator. The Contractor's representatives must clear that place upon receipt of materials unless otherwise authorized by the building technical officer.
- 7.5 The Contractor or the Contractor's representatives must sign in and out at the place designated by the building technical officer or authorized representative thereof. They must indicate the time in and time out and state the reasons for the visit.

8. PROTECTION OF PERSONS AND PROPERTY

- 8.1 The Contractor will be specifically and fully liable for any accidents or damage sustained by persons or property as a result of its activities on the premises.
- 8.2 Special care must be taken to prevent finished surfaces from being soiled, scratched, damaged or bumped by equipment, ladders, scaffolding or other items that may be used while performing the work.

9. FIRE PROTECTION

The fire protection standards are the standards prescribed by the Fire Commissioner of Canada.

10. COOPERATION

- 7.1 The Contractor shall cooperate with other contractors and/or employees of the Department.
- 7.2 The Contractor shall take all necessary measures with the building technical officer before starting the work.
- 7.3 The Contractor shall telephone the building technical officer upon arriving at the site, when leaving the site for any reason and when leaving the site once the work is complete.

11. CLEAN-UP

The Contractor shall remove from the site and dispose of away from the building any debris generated by the work performed under this contract and shall clean up the work area at the end of every shift.

12. WARRANTY

The Contractor shall provide a one-year warranty on labour and materials beginning on the date of interim acceptance of the work, in addition to any suppliers' or manufacturers' warranties.

GENERAL CLAUSES**NOTE**

The general and/or specific clauses below may apply to the contract in their entirety or in part. Before undertaking any work whatsoever, the Contractor must confirm with the building officer whether it is required to comply with the conditions below and must do so if that is the case.

- 1.1 In accepting this contract, the Contractor agrees to assume all of the responsibilities normally assigned to the principal contractor and the Employer under the *Act respecting occupational health and safety* and to supervise the work.
- 1.2 The Contractor shall manage its activities so as to ensure that the health and safety of its employees and the occupants of the building or facility and the public and the protection of the environment always take precedence over cost and scheduling concerns. Further, the Contractor shall meet all of the requirements of these specifications.
- 1.3 The Contractor shall comply at all times with the provisions of the *Act respecting occupational health and safety*, the *Safety Code for the construction industry* and the *Regulation respecting occupational health and safety* where applicable.
- 1.4 The Contractor shall perform all work in accordance with the latest editions of the *National Fire Code of Canada*, the *National Building Code* and the *Canadian Electrical Code* and any other applicable codes or standards.
- 1.5 The Contractor shall submit to the technical officer a prevention program specific to any activities the Contractor is likely to carry out in the building at least 10 days prior to the start of work. The Contractor shall thereafter update the prevention program if the work proceeds differently than initially planned. The building technical officer may, after receiving the program and at any time during the work, demand that the program be amended or complemented to better reflect actual worksite conditions. The Contractor shall then make the necessary changes prior to the start of work.

The prevention program shall be based on the identification of risks and shall take into account the information and requirements set out in these specifications. The program shall be applied for the entire term of the contract and shall meet the following requirements:

- include the company's policy on health and safety;
- include an organization chart of health and safety responsibilities;

- identify risks specific to each category of tasks that will be performed in order to execute the contract and the corresponding preventive measures based on the regulatory requirements;
 - identify the person responsible for implementing preventive measures;
 - take into account risks that may affect the health and safety of workers, occupants of the building or facility and the public;
 - include first aid and primary care standards;
 - include an accident response procedure;
 - include a workplace inspection sheet based on the identification of risks;
 - include repair jobs that may be assigned to the Contractor under this contract;
 - include a written undertaking from all stakeholders to comply with the prevention program.
- 1.6 In addition to the program specified in 1.5, in all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, the Contractor shall prepare and submit to the building technical officer a prevention program specific to the work to be performed, with copies to the CSST and the *Association paritaire en santé et sécurité du secteur de la construction*, in accordance with section 198 of the Act. The requirements related to that program are the same as the requirements listed in 1.5.
- 1.7 In all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, a notice of opening of an establishment shall be sent to the CSST prior to the start of work, with a copy to the building technical officer. A copy of the notice shall be prominently displayed on the construction site. When the Contractor leaves the site, the notice of closing of an establishment shall be sent to the CSST, with a copy to the building technical officer.
- 1.8 The Contractor shall submit the following documents to the building technical officer:
- a copy of the training certificates required for application of these specifications and safe planning of the work (for example: general health and safety for construction sites, asbestos, lock-out, first aid);
 - a copy of the safety data sheet for every controlled product on the worksite, at least three days before the product is used on site;
 - confirmation of medical exams for supervisory staff and all employees where medical exams are required by a statute, a regulation, a directive, a specification or a prevention program. The Contractor shall thereafter submit promptly confirmations of medical exams for all persons new to the worksite;

- a copy, signed and sealed by an engineer, of all plans and compliance certificates required under the *Safety Code for the construction industry* (S-2.1, r. 6), any other statute or regulation, or any other clause of the specifications or the contract. A copy of these documents shall also be sent to the CSST and be available on the worksite at all times;
 - a mechanical inspection certificate for the machinery used to perform the work (e.g., elevating platforms);
 - an investigation report within 24 hours following any accident that results in an injury or any incident that brings to light a potential hazard;
 - a copy, within 24 hours, of any inspection report, notice of correction or recommendation issued by federal or provincial inspectors.
- 1.9 The Contractor shall ensure that the equipment, tools and protective devices used to carry out the work are maintained and kept in good condition. Equipment, tools or protective devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed. The technical officer reserves the right to prohibit the use of equipment or tools deemed to be dangerous, defective or inappropriate.
- 1.10 The Contractor shall ensure that its employees have received the training and information needed to perform their tasks safely and that all necessary tools and protective devices are available, comply with the applicable standards, statutes and regulations and are used.
- 1.11 The Contractor shall take such measures as are needed to enforce and ensure compliance with the health and safety requirements set out in the contract documents, federal and provincial regulations, applicable standards and the prevention program specific to the work, and to comply promptly with any order or notice of correction issued by the Commission de la santé et de la sécurité du travail (CSST).
- Regardless of the number of workers assigned to the work, the Contractor shall designate a person to act as workplace health and safety officer and give that person the authority to order work stopped or resumed when the person deems such action to be necessary for health and safety reasons.
- 1.12 Without limiting the scope of the preceding clause, the building technical officer may at any time order that work be stopped if he or she believes there is a hazard or risk to the health and safety of employees assigned to the work, the public or the environment.

The Contractor shall take such measures as are needed to ensure effective communication of health and safety information. As soon as they arrive on the worksite, all workers shall be informed of the details of the prevention program and their obligations and rights. The Contractor

shall maintain a log of information provided and obtain a signature from every worker who is given the information.

The Contractor shall inform its workers that they have the right to refuse any work that entails a risk to their health or safety.

- 1.13 The Contractor shall inspect the worksites and submit to the building technical officer a duly completed worksite inspection sheet every working day or at an interval determined with the building technical officer on the call-up against a standing offer form.
- 1.14 The Contractor shall promptly take such measures as are needed to correct instances of non-compliance with statutes and regulations and hazardous situations identified by a government inspector, the building technical officer or the PWGSC health and safety coordinator or in the course of a periodic inspection. Submit to the building technical officer written confirmation of all measures taken to correct non-compliance or hazardous situations.
- 1.15 The Contractor agrees to comply with first aid and emergency response standards in accordance with the applicable policies and regulations and any other clause of the specifications.
- 1.16 The Contractor shall review the building and facility evacuation procedure and provide its employees with the training and information they need to apply the procedure.
- 1.17 In all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, a representative of the Contractor with decision-making authority shall attend all meetings at which occupational health and safety is being discussed. The Contractor shall form a worksite committee and shall hold meetings in accordance with the *Safety Code for the construction industry*, S-2.1, r.6.
- 1.18 In all cases where the work to be performed constitutes a construction site within the meaning of the *Act respecting occupational health and safety*, R.S.Q., c. S-2.1, the following information and documents shall be posted in a place that is readily accessible to workers:

- notice of opening of establishment;
 - identification of principal contractor;
 - company policy on occupational health and safety;
 - prevention program specific to the worksite;
 - emergency plan;
 - safety data sheets for controlled products used on the worksite;
 - minutes of worksite committee meetings;
 - names of the worksite committee members;
 - names of first aid attendants;
 - action and correction reports issued by the CSST
- 1.19 The Contractor shall identify and control access to the work area and install barricades as needed.
- 1.20 The Contractor shall take such measures as are necessary to keep the workplace clean and orderly throughout the work and shall ensure that at the end of each work day, the workplace is free of any hazards.
- 1.21 Where a worker works alone in an isolated place where it is impossible to ask for assistance, the Contractor shall identify the risks related to the situation and provide the technical officer with a procedure for preventing those risks and quickly getting help in an emergency.
- 1.22 Where a hazard not identified in the specifications arises as a result or in the course of the work, the Contractor shall stop work immediately, implement temporary protective measures for workers and the public and notify the building technical officer orally and in writing. The Contractor shall then make the necessary changes to the prevention program to ensure that work can resume safely.
- 1.23 In the event of an incident, the Contractor shall take such measures as are needed, including stoppage of work, to ensure the health and safety of workers and the public and shall contact the technical officer promptly.
- 1.24 Sub-contracting is not permitted without special authorization from the building technical officer. In making a decision, the building technical officer will consider the subcontractor's ability to meet these requirements.
- 1.25 Sealing guns and other cartridge devices shall not be used without authorization from the building technical officer.

The above notwithstanding,

- every person who uses a sealing gun shall have a training certificate and shall meet all the requirements set out in section 7 of the *Safety Code for the construction industry* (S-2.1, r. 6);
- every cartridge device shall be used in accordance with the manufacturer's instructions and the applicable standards and regulations.

- 1.26 On the worksite, the Contractor shall consider the following conditions in developing a safe work plan:

There is asbestos in the pipe insulation in some rooms. While there is no requirement in these specifications for handling such asbestos, the Contractor shall notify the building technical officer (chief of operations) immediately if such insulation is disturbed during the work or if unscheduled work makes it necessary for the Contractor to handle asbestos.

If the Contractor is asked to do work that is likely to produce asbestos dust, the Contractor shall meet the requirements of section 3.23 of the *Safety Code for the construction industry, Act respecting occupational health and safety* (L.R.Q., c. S-2.1).

The Contractor may be asked to do roofing work. The Contractor shall indicate in its prevention program the measures to be taken to prevent falls.

The Contractor may be asked to do work near a body of water or holding pond. The Contractor shall indicate in its prevention program the measures to be taken to prevent the risk of drowning, electric shock and electrocution.

The Contractor may be asked to do work in high places in the receiving area, plants and elsewhere. The Contractor shall indicate in its prevention program the measures to be taken for work in high places.

The Contractor may be asked to inspect or check electrical rooms. The Contractor shall indicate in its prevention program the measures it plans to take to protect people in those areas.

The Contractor may be asked to work in confined spaces. The Contractor shall indicate in its prevention program the measures it plans to take to work in those spaces and take into account the requirements of section 2.4 of the *Safety Code for the construction industry, Act respecting occupational health and safety* (L.R.Q., c. S-2.1).

The Contractor may be asked to do work in laboratories. The Contractor shall contact the building technical officer to determine whether special procedures need to be taken.

2. SPECIFIC CLAUSES

2.1 Lock-out

2.1.1 Whenever work is being done on electric equipment that could be powered on inadvertently, the Contractor shall produce in writing and apply a lock-out procedure and complete the disconnect request form (for an example, see PWGSC ELF #13 provided separately).

The following is a partial list of situations where use of the form is mandatory:

- main building power supply lines
- panels and sub-panels
- bus bars (shielded)
- motor control centres
- back-up power circuits
- fire alarm and fire protection devices
- mechanical protection devices (sump pump, etc.)
- building services alarm circuit, specifically heating, ventilation and air conditioning systems
- circuits powering two or more pieces of equipment
- circuits powering a single piece of equipment used in a cooling or heating system

After duly completing the form, the Contractor shall have it countersigned by the workplace supervisor before carrying out any work.

2.1.2 Notwithstanding the preceding clauses, the Contractor shall, in an emergency, obtain oral confirmation of power cut-off from the building technical officer and, as soon as that confirmation is obtained, record in writing the request for electrical cut-off or bypass.

2.1.3 The procedure referred to in clause 2.1.1 shall comply with the principles set out in the brochure on lock-out published by the *Association paritaire en santé et sécurité du secteur de la construction* (ASP Construction).

2.1.4 The supervisors and workers concerned shall have completed the course on lock-out techniques offered by ASP Construction, 514-355-6190 or 1-800-361-6190 or an equivalent course offered by another organization.

2.1.5 For any work that absolutely must be carried out with the power on, the Contractor shall identify the situation in writing and make provisions for the preventive measures that will be applied, including personal protective equipment.

2.2 Working at heights

- 2.2.1 The Contractor shall provide the equipment needed to work at heights (e.g., ladders, stepladders, elevating platforms, scaffolding).
- 2.2.2 The Contractor shall ensure that every person who does work which entails a risk of falling more than 2.4 metres is protected against falls.
- 2.2.3 The Contractor shall plan and organize work so as to foster the elimination of hazards at the source or ensure group protection and thus minimize the need for personal protective equipment. Where personal fall protection is needed, workers shall use a safety harness conforming to standard CAN-CSA-Z-259.10-M90. The safety belt shall not be used for fall protection.
- 2.2.4 Protective equipment, tools or devices that cannot be installed or used without compromising the health and safety of workers or the public are deemed to be inadequate for the work to be performed.
- 2.2.5 Workers must always wear a safety harness when working on a telescoping, articulated or rotating elevating platform.
- 2.2.6 Identify a danger zone wherever equipment for work at heights is used.

2.3 Asbestos

Before starting work likely to generate asbestos dust, the Contractor shall:

- 2.3.1 Provide a written procedure covering all of the items listed in section 3.23 of the *Safety Code for the construction industry* S-2.1, r-6.
- 2.3.2 Show that all workers concerned have been trained in asbestos hazards and the procedure described above (ASP Construction) (s. 3.23.7).
- 2.3.3 Show that it has in hand all the equipment needed to comply with the procedure and safely perform the work.

2.4 Confined spaces

National Defence classifies and evaluates all confined spaces on properties of which it is the custodian. Confined spaces are divided into three classes: 1. low risk; 2. medium risk; and 3. high risk. An evaluation report is produced for every confined space. The report identifies all of the characteristics and entry requirements of the confined space. It is one of

the elements taken into account in issuing permits and developing work procedures.

All confined spaces shall be properly identified based on their classification. A National Defence-approved sign shall be posted at the entrance or as close as possible to confined spaces.

2.4.1 Class 1

For all Class 1 (low risk) confined spaces, every person involved shall have completed the basic training. While it is not necessary to implement specific work practices in low-risk confined spaces, the Contractor shall apply methods to ensure the general health and safety of persons required to carry out work in such spaces.

Before accessing the confined spaces, the Contractor shall notify the building technical officer or the supervisor of the scheduled in and out date and time.

Persons with access to low-risk confined spaces shall record the pertinent information in the confined spaces access log (form ELF #103); in other words, persons entering a low-risk confined space are required to sign in and out every time.

2.4.2 Classes 2 and 3

For all Class 2 and Class 3 (medium and high risk) confined spaces, the following measures shall be rigorously applied.

2.4.2.1 The Contractor's prevention program shall contain a written procedure identifying:

- the tools needed to perform the work;
- the equipment installed or to be installed in the confined space and the measures to be taken to install, use, maintain, protect or move the equipment;
- the pipes and ducts entering the confined space;
- the hazards and safety measures to be taken depending on the work to be performed;
- contaminants that might be encountered in the confined space;
- appropriate rescue measures and equipment and emergency measures.

2.4.2.2 The Contractor shall complete an access permit (form ELF #101). The permit is valid for one shift and shall take into account the information contained in the evaluation report and any specific

conditions related to the work to be performed. The Contractor may, however, use its own form if it contains all the information that appears on the form provided by the worksite supervisor.

2.4.2.3 The Contractor shall complete a *hot work permit* where the work to be performed includes welding, cutting or any other activity that produces a flame or sparks (standard form ELF #102).

2.4.2.4 Every person who has access to a confined space shall hold the following training certificates:

- Safe work in confined spaces (ASP Construction)
- workplace first aid and CPR (organization recognized by the CSST)
- use of ventilation devices (ASP Construction)
- use of safety harnesses (ASP Construction)
- use and maintenance of respiratory protection devices (ASP Construction)
- gas detection devices (ASP Construction)

Where the use of supplied-air or self-contained respirators is planned, full training in the preparation, maintenance and use of the devices (manufacturer, supplier or recognized organization) is required.

In remote areas where there is no local emergency response unit, the Contractor shall designate persons to carry out rescue operations in confined spaces. The rescuers designated by the Contractor shall complete relevant training in the use of rescue equipment.

2.4.2.5 Every person who has access to a confined space shall produce a medical certificate confirming his or her fitness to work in a confined space. Such certificates are valid for two years.

2.4.2.6 Employees required to work in sewage collection systems or other similar systems shall be vaccinated against infectious diseases in accordance with the immunization program prescribed by Health Canada, that is, against diphtheria and tetanus.

2.4.2.7 While it is mandatory only in the cases referred to previously, vaccination against diphtheria and

tetanus is strongly recommended for all work in confined spaces.

- 2.4.2.8 The Contractor shall establish an emergency and rescue procedure with municipal and ambulance services. The procedure, telephone numbers and location of the nearest telephone shall be clearly posted near the workstation.
- 2.4.2.9 Before entering the confined space and every 15 minutes thereafter, the Contractor shall take readings of the concentration of oxygen, flammable gases and any toxic gases likely to be present, in particular carbon monoxide and hydrogen sulphide. The readings shall be recorded in a log unless the detection devices have an alarm and operate continuously. The detection devices used shall be calibrated and adjusted by a qualified person according to the manufacturer's instructions so that the alarms comply with the limits set out in the permit.
- 2.4.2.10 The Contractor shall supply its own gas detection devices and keep them in good condition. The technical officer may have the accuracy of the Contractor's devices checked at any time by a qualified person. If a detection device fails, work shall be suspended immediately, and all workers shall leave the confined space. No claim for lost time will be accepted in those circumstances.
- 2.4.2.11 If the alarm on a detection device sounds, all workers shall leave the confined space. The Contractor shall then determine the source of the contamination, neutralize it and ventilate the confined space in order to eliminate any remaining contaminant and shall keep individuals out of the confined space until the oxygen and gas levels have returned to normal.
- 2.4.2.12 Compressed gas cylinders and welding machines shall not be taken into confined spaces. Such equipment shall remain outside and shall not block any entrance or exit. All cylinders shall be properly secured.
- 2.4.2.13 Electric tools and devices used to access confined spaces shall be grounded and, if necessary, designed to be explosion-proof. All equipment shall be connected to a ground fault interrupter or

stepdown transformer. The Contractor shall, at its own expense, have a qualified electrician modify any power outlets and/or circuit breakers it plans to use which do not meet these criteria.

2.4.2.14 The Contractor shall provide a ventilation system in order to keep the contaminant levels below the allowable limits.

2.2.4.15 The Contractor shall post signs to stop unauthorized persons from entering the confined space.

2.2.4.16 Where it is impossible to keep the noise level below 85 dB, the Contractor shall provide all workers with ear protectors appropriate to the desired level of attenuation and the work to be performed.

2.2.4.17 The Contractor shall ensure that all workers wear the required personal protective equipment.

2.2.4.18 The Contractor shall assign a qualified person to assume the duties of custodian. The custodian shall:

- be familiar with the procedure for working in a confined space;
- ensure constant communication with all workers in the confined space. The directives applied shall be adapted to confined spaces. The Contractor shall select means of communication taking into account the identified hazards and other pertinent factors, that is, the protective equipment workers are required to wear, noise levels in and near confined spaces, remoteness, lighting conditions, etc.;
- be familiar with the gas detection devices and ensure that they are in working order throughout the work;
- be familiar with the back-up ventilation systems and ensure that they are in working order throughout the work;
- be familiar with emergency procedures;
- ensure that:
 - ✓ all workers entering the confined space observe the Contractor's work procedure;
 - ✓ working conditions and the work environment inside the confined space are not detrimental to the workers' health and safety.

- 2.2.4.19 The custodian shall remain at the entrance to the confined space as long as there is a worker in the space.
- 2.2.4.20 The Contractor shall designate a person to be in charge of safety in confined spaces. The designated person shall be on the worksite at all times.
- 2.4.2.21 The same person may not serve as custodian and confined spaces safety officer unless he or she is able to meet the requirements of both positions.

2.5 Hot work

- 2.5.1 Hot work means any work that involves the use of a flame or has the potential to produce an ignition source, such as riveting, welding, cutting, milling, burning and heating.
- 2.5.2 The Contractor shall not start work that involves hot work until it has received a PWGSC "Hot Work Permit" (ELF #102) from the building technical officer.
- 2.5.3 Work shall be performed in accordance with Fire Commission standard FC 301, Standard for Construction Operations, June 1982. FC 301 is available at the following Internet address:

<http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/301.shtml>
- 2.5.4 A working handheld extinguisher appropriate to the fire hazard shall be available and readily accessible within a radius of 5 m of any flame or source of sparks or intense heat.
- 2.5.5 A person shall be designated to conduct fire checks for at least 30 minutes after the end of the shift. The person who does the checks shall countersign the permit and give it to the building technical officer (or a designated representative) after the 30-minute period ends.
- 2.5.6 Propane cylinders shall be stored in accordance with standard *CAN/CSA-B149.2-00 Propane Storage and Handling Code* and shall meet the specific conditions set out in this document. Cylinders shall be stored outside in a safe place where they will not be handled by unauthorized persons, in a storage unit designed for that purpose; they shall be stored securely in an upright position, and the storage unit shall be locked at all times; the storage unit shall be located in an area where there is no vehicle traffic unless the area is protected by gates or an equivalent means.

All cylinders used or stored on worksites shall have a collar designed to protect the valve.

Refilling of cylinders on worksites is not permitted unless a procedure conforming to standard *CAN/CSA B149.2* is approved and authorized by the building technical officer.

2.5.7 Welding and cutting

Note: For welding and cutting operations, it is important to ensure that the following conditions are met in addition to the conditions stated above.

2.5.7.1 Welding and cutting shall be carried out in accordance with sections 3.13 Compressed gas supply and 3.14 Welding and cutting of the *Safety Code for the construction industry, S-2.1, r. 6*.

1.5.7.2 Work shall be performed in accordance with Fire Commission standard FC 302, Standard for Welding and Cutting, May 1979. FC 302 is available at the following Internet address:

<http://www.hrsdc.gc.ca/en/lp/lo/fp/standards/302.shtml>

2.5.7.3 Welding and cutting devices are extremely dangerous in terms of fire risk. The following precautions shall be taken when that type of work is being carried out:

- Store compressed gas cylinders on a fireproof surface and ensure that the room is well ventilated.
- Store oxygen cylinders at least 6 metres away from cylinders containing flammable gas (e.g., acetylene) or such combustible materials as oil and grease unless they are separated by a wall made of non-combustible material as specified in section 3.13.4 of the *Safety Code for the construction industry, S-2.1, r. 6*.
- Put fireproof cloths in place when overhead welding is being done and there is a risk of falling sparks.
- Store cylinders away from heat sources.
- Do not store cylinders near stairs, exits, corridors or elevators.
- Do not allow acetylene to come into contact with such metals as silver, mercury, copper

and brass with a copper content of more than 65% to avoid the risk of explosion.

- Make sure that the electric arc welding equipment has the required voltage rating and is grounded.
- Make sure that the lead wires of the electric welding equipment are not damaged.
- Place the welding equipment on a flat surface protected from the weather.
- Remove or protect combustible materials that may be near the welding site.
- Closed containers are not to be welded or cut.
- Take protective measures when welding or cutting near pipes, tanks or other containers containing flammable substances.
- Do not cut, weld or carry out open-flame work on a tank, pipe or other container that may contain a flammable or explosive substance unless:
 - Air samples have been taken and indicate that the work can be done safely; or
 - Measures have been taken to ensure worker safety.

2.6 Scaffolding

2.6.1 Footings

- Scaffolding shall be placed on solid footings to ensure that it cannot slide or tip.
- If the Contractor wishes to place scaffolding on a roof, an eave, a canopy or a garret, the Contractor shall submit its calculations to the Engineer and obtain the Engineer's authorization before proceeding.

2.6.2 Assembly, bracing and anchoring

- All scaffolding shall be assembled, braced and anchored in accordance with the manufacturer's instructions and the provisions of the *Safety Code for the construction industry*.
- In situations where it is necessary to remove some scaffolding components (e.g., cross pieces), the Contractor shall submit an assembly procedure signed and sealed by an engineer certifying that the scaffolding will allow work to be carried out safely, taking into account the loads that will be applied.
- Where the span between two scaffolding supports is greater than 3 m, the Contractor shall provide an assembly plan signed and sealed by an engineer.

2.6.3 Fall protection during assembly

- Throughout the assembly process, workers shall be protected against falls.
- Before starting work, the Contractor shall submit to the Engineer a procedure specifying the protective measures used and, if applicable, the anchor points for safety cables or retainers. This procedure shall comply with the provisions of sections 3.9.4.5, 2.9.1 and 2.10.12 of the *Safety Code for the construction industry* (amended on August 2, 2001).

2.6.4 Platforms

- Scaffold platforms shall be designed and installed in accordance with the provisions of the *Safety Code for the construction industry*.
- If beams are used, they shall be approved and stamped in accordance with section 3.9.8 of the *Safety Code for the construction industry* (in force on January 1, 2002).
- Platforms shall cover the entire surface protected by guardrails.
- Notwithstanding the above, scaffolding four sections (or 6 m) high or higher shall have a full platform covering the entire surface of the putlogs every 3 m or portion thereof, and at no time shall the components of such platforms be moved to create intermediate platforms.

2.6.5 Guardrails

- A guardrail shall be installed on every platform.
- Cross-bracing shall not be considered guardrails.
- On scaffolding four sections (or 6 m) high or higher that require full platforms, guardrails shall be installed on every platform at the start of work and shall remain in place until the work is finished.

2.6.6 Access

- The Contractor shall ensure that access to scaffolding does not compromise worker safety.
- Where the scaffolding platforms are made up of putlogs, ladders shall be installed to ensure that putlogs which extend past the edge do not prevent workers from moving up or down.
- Notwithstanding the provisions of the *Safety Code for the construction industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six sections (or 9 m) high or higher.

2.6.7 Protection of the public and occupants

- The Contractor shall identify and barricade its work area so as to limit access to authorized workers only.
- The Contractor shall install covered walkways, nets or other similar devices to protect the public and occupants from falling objects.

2.6.8 Use of public roads

- Where it is necessary to encroach on a public road, the Contractor shall obtain at its own expense any authorizations and permits required by the competent authority.
- The Contractor shall install at its own expense any signage, barricades or other devices needed to ensure the safety of the public and its own facilities. Ladders shall be installed to ensure that putlogs which extend past the edge do not prevent workers from moving up or down.

Notwithstanding the provisions of the *Safety Code for the construction industry*, stairs shall be installed on all scaffolding with six or more sets of uprights and six sections (or 9 m) high or higher.



ANNEX "A"

NATIONAL DEFENCE

MONTREAL REGION

TABLE OF UNIT COSTS FOR
SERVICES AT HOURLY RATES

* COMPLETE GREY BOXES ONLY

TIME	UNIT	HOURLY RATE	TOTAL NUMBER OF HOURS FOR 3 YEARS	TOTAL
DAY RATE (based on clause 3 of the specifications)				
TECHNICIAN	HOURS		1,500	
TOTAL DAY RATE (a)				
EVENING RATE (based on clause 3 of the specifications)				
TECHNICIAN	HOURS		200	
TOTAL EVENING RATE (b)				
OVERTIME RATE (based on clause 3 of the specifications)				
TECHNICIAN	HOURS		150	
TOTAL OVERTIME RATE (c)				
MATERIALS	%	COST		TOTAL
COST OF MATERIALS		\$75,000.00		
PERCENTAGE PROFIT ON MATERIALS				
TOTAL COST OF MATERIALS INCLUDING PROFIT (d)				
GRAND TOTAL (a) + (b) + (c) + (d)				

NATIONAL DEFENCEMONTREAL REGION

TABLE OF QUANTITIES
AND TYPE OF DOOR BY BUILDING

Address	Interior or exterior doors	Sectional or flexible doors	Spring-driven or counterweight mechanism	Motorized or manual doors	Quantity
Montreal Garrison, 6769 Notre-Dame St., Mtl	90 ext./68 int.	110 sec./48 flex.	121 spr./37 count.	133 mot./25 man.	158
Cathcart Armoury, 691 Cathcart St., Mtl	1 ext.	1 sec.	1 spr.	1 man.	1
Côte-des-Neiges Armoury, 4185 Côtes-des-Neiges, Mtl	3 ext./2 int.	3 sec./2 flex.	5 spr.	2 mot./3 man.	5
Hillside Armoury, 3 rd Avenue, Hillside, Mtl	1 ext./1 int.	1 sec./1 flex.	2 spr.	2 man.	2
St-Joseph Armoury, 4895 Bullion St., Mtl	2 ext.	2 sec.	2 spr.	2 mot.	2
Salaberry Armoury, 2100, Le Carrefour St., Laval	7 ext.	7 sec.	7 spr.	7 man.	7
St-Hubert Garrison, 4820 Leckie St., St-Hubert	18 ext./3 int.	18 sec./3 flex.	9 count.	3 man.	21