

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

INVITATION TO TENDER
APPEL D'OFFRES

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Title - Sujet Cleaning of drainage pipes and sand	
Solicitation No. - N° de l'invitation EFA66-123182/A	Date 2012-05-18
Client Reference No. - N° de référence du client R.004228.001	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-775-12041
File No. - N° de dossier MTC-1-34597 (775)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-03	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Aguilera, Maria Pia	Buyer Id - Id de l'acheteur mtc775
Telephone No. - N° de téléphone (514) 496-3573 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 800, rue de la Gauchetière Ouest 7300 MONTREAL Québec H5A 1L6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Cleaning of drainage pipes and san dtraps , 715 Peel	EFA66	EFA66	1	LOT	\$	XXXXXXXXXXXX	.	

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Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

mtc775

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

R.004228.001

MTC-1-34597

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

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- Annex B Pricing tables -CLEANING OF DRAINAGE PIPES AND TRAPS
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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clauses.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2011/05/16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 12.1. (a) and (b) of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

1. Canada may reject a bid where any of the following circumstances is present:

(a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;

(b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

1.1 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **Wednesday, June 13th 2012 at 10h00 AM at 715 Peel, Montreal, QC. H3C 4H6.**

Bidders must communicate with the Contracting Authority no later than five (5) days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copie)
Section III: Certifications (1hard copie)

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

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

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

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- Compliance with the methods for establishing the prices.
- Acceptance of the all other terms and conditions in the invitation to tender.

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria SACC A0031T (2010/08/16)

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

3. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

The offeror is hereby advised that an additional security screening is required for every person having to access the offices of our client PSEPC at 715, Peel.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - Certification

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder 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;

- d. has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

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

1.2 Former Public Servant Certification

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, bidders 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 Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force 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 a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.4 Status and Availability of Resources

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

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

1.6 Education and Experience

1.6.1 SACC Manual clause A3010T (2010/08/16) Education and Experience

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PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (**PWGSC**).
2. The Contractor personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "E";
 - (b) *Industrial Security Manual* (Latest Edition).

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2011/05/16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

Period of the Contract

The period of the Contract is from **September 1st, 2012 to August 31st, 2014 inclusive**.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **three (3) additional one year periods under the same conditions**. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Maria Pia Aguilera
 Public Works and Government Services Canada
 Aquisitions Branch
 Place Bonaventure
 800 de la Gauchetière Street West,
 Southeast Portal, 7th floor
 Montreal, QC
 Telephone: (514) 496-3573
 Facsimile: (514) 496-3822
 E-mail address: mariapia.aguilera@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone : _____
 Facsimile: _____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

5.4 Contact at the Client's Department

For all information related to invoicing and/or payments:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

6.1.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

For the Work described in **PART "A" Maintenance Services** (based on section 2A of specifications) of the Price schedule in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price 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.

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

6.1.2 Basis of Payment - Limitation of Expenditure

For the Work described in **PART "B" Repairs** of the Price Schedule in Annex B:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to

a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2 Limitation of Expenditure

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 SACC Manual Clauses

SACC Manual clause H1001C (2008/05/12), Multiple Payments

SACC Manual clause H1008C (2008/05/12), Monthly Payments

6.4 SACC Manual Clauses

A9117C (2007/11/30), T1204 - Direct Request by Customer Department

C0705C (2010/01/11), Discretionary Audit

C0711C (2008/05/12), Time Verification

7. Invoicing Instructions

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 time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Quebec.

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 Articles of Agreement;
- (b) 2010C (2011/05/06), General Conditions - Services (Medium Complexity) apply to and form part of the Contract
- (c) Annex A, SPECIFICATIONS: SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS ON TWO PARKING LEVELS (R.004228.001)
- (d) Annex B, Pricing tables - CLEANING OF DRAINAGE PIPES AND TRAPS
- (e) Annex C, Insurance Requirements
- (f) Annex D, Security Requirements Check List
- (g) the Contractor's bid dated _____, as clarified on _____ "or", as amended on _____.

11. Defence Contract

SACC Manual clause A9006C (2008/05/12) Defence Contract

12. 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.

Solicitation No. - N° de l'invitation

EFA66-123182/A

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

R.004228.001

Amd. No. - N° de la modif.

File No. - N° du dossier

MTC-1-34597

Buyer ID - Id de l'acheteur

mtc775

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

SPECIFICATIONS

**SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS ON TWO
PARKING LEVELS**

Project No.: R.004228.001

(See PDFattached)

Solicitation No. - N° de l'invitation

EFA66-123182/A

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

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CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"

**PRICING TABLE
CLEANING OF DRAINAGE PIPES AND TRAPS**

(See PDFattached)

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 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.

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mtc775

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R.004228.001

ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

(see attached)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

FEDERAL BUILDING

715 Peel, Montreal, Quebec

SPECIFICATIONS

**SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS
ON TWO PARKING LEVELS**

Project: R.004228.001

Date: October 2011

Project #R.004228.001

FEDERAL BUILDING

715 Peel, Montreal, QC

**SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS
ON TWO PARKING LEVELS**

Project: R.004228.001

October 2011

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	- 2A Statement of Work	7
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**SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS
ON TWO PARKING LEVELS**

Project #R.004228.001

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SECTION 1A - GENERAL PROVISIONS

1. Drawings
2. Conditions
3. Work at hourly rates
4. Defects and anomalies
5. Parts and tools
6. Labour
7. Period of work
8. Powering off
9. Site security
10. Departmental requirements
11. Start of work
12. Knowledge of premises and systems
13. Protection of persons and property
14. Fire protection
15. Cleanliness of premises
16. Instructions
17. Communications
18. Reports, certificates and worksheets
19. General safety

SECTION 2A - STATEMENT OF WORK

Location of the work

1/- General

- 1.1 Extent of annual work
- 1.2 Scope of work
- 1.3 Cleaning procedure
- 1.4 Related structures
- 1.5 Program
- 1.5 System changes

2/- Equipment

- 2.1 Mobile equipment

3/- Execution

- 3.1 Cleaning
- 3.2 Protection of personnel
- 3.3 Protection of elements
- 3.4 Coordination
- 3.5 Work monitoring
- 3.6 Equipment approval

**SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS
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- 3.7 Disposal of sludge and liquid residue
- 3.8 Final cleaning report
- 3.9 Additional information

APPENDIX A

Pricing table

GENERAL PROVISIONS – SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS ON TWO PARKING LEVELS

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1. DRAWINGS

1. No drawings shall be attached to these specifications.

2. CONDITIONS

1. All of the clauses and general conditions apply to and govern the performance of the work described herein.
2. Work of this contract consists in providing the labour, tools, and materials needed to perform mainly cleaning work on drainage pipes and sand traps on two parking levels.
3. This call for tenders covers a period of five (5) years at a flat rate for cleaning services for drainage pipes and sand traps on two parking levels described in section 2A of these specifications.
4. Section 2A of these specifications shall be executed at a flat rate and requires completion of the pricing table set out in Appendix A.

3. REPAIR WORK

1. Repair work, if applicable, shall be included in the lump sum set out in Appendix A, and shall, in all cases, be authorized in advance by the Departmental Representative.

4. DEFECTS AND ANOMALIES

1. Defects or anomalies in systems, devices or equipment discovered during an inspection shall be promptly reported to the Departmental Representative, who shall then be responsible for rectifying them. If the services of a licensed electrician are required to install wiring or electrical conduits, for example, the Departmental Representative may opt to hire the Contractor awarded this contract or another contractor to perform the work. In either case, the Contractor shall provide technical advice to the Departmental Representative or the other contractor to help correct the defects or anomalies.
2. The Contractor is responsible for cleaning work where such work is done by a sub-Contractor. The Contractor shall not, however, be liable for work done by another contractor selected by the Departmental Representative unless the Contractor subsequently inspects the cleaning work.
3. Where repairs are authorized by the Departmental Representative and carried out

**GENERAL PROVISIONS – SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE
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by the Contractor, the Contractor shall leave on site for verification any defective parts that were replaced and shall make a note to that effect in the report.

5. PARTS AND TOOLS

1. The Contractor shall repair or, where necessary, replace with new parts any parts that were broken during cleaning work.
2. Replacement parts shall be authentic and shall be obtained from the equipment manufacturer. Where it is impossible to obtain authentic replacement parts or materials, the Contractor shall use parts or materials equal in quality to or better than the original parts or equipment; substitutes shall be approved by the Departmental Representative.
3. The Departmental Representative reserves the right to determine the quality of replacement parts. The Departmental Representative's decision shall be final and not subject to appeal.
4. Any parts installed without authorization or determined to be non-compliant by the Departmental Representative shall be replaced within eight (8) days, failing which the Contractor shall be deemed to be in default.
5. Any substitution of parts shall be authorized in advance by the Departmental Representative.

6. LABOUR

1. Labour shall be supplied by the Contractor and shall be fully qualified.
2. The Departmental Representative reserves the right to reject and insist on the replacement of any person it deems to be unacceptable.
3. The Contractor shall supervise its employees 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.
4. The Departmental Representative shall make available to the Contractor a person to provide guidance as needed during the work period.

7. WORK PERIOD

Work shall be performed according to a schedule that causes the least possible disruption to building occupants and users and in a manner that does not hinder the normal activities of building users. The Contractor shall provide a detailed project

GENERAL PROVISIONS – SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS ON TWO PARKING LEVELS

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planning schedule. This schedule shall be provided to building security for inspection.

Cleaning work on drainage pipes and sand traps on two parking levels shall be done during normal business hours based on the following schedule:

- *Weekdays from 7:00 a.m. to 6:00 p.m., including completion of the inspection of the work area.*

If other work periods are needed, they must be authorized in advance by the Departmental Representative. The work schedule shall be established and coordinated with the schedule previously agreed to by the Contractor and the Departmental Representative.

8. POWERING OFF

1. None of the owner's devices and/or equipment shall be powered off unless the Contractor is given official notice by the building Departmental Representative.

9. SITE SECURITY

1. The Contractor and representatives of the Contractor's firm shall comply with the building security rules.
2. The Contractor's employees must obtain passes issued by the building's security service before accessing the work site. These passes shall be issued each working day by the security service. They shall be returned at the end of each working day.
3. At all times, the Contractor's employees shall carry the building security book provided by the security service at the start of work. Employees must return the book at the end of the contract or the Contractor will be charged \$25.00 for each book not returned.
4. The Contractor shall provide directives, notices and signs to inform the Departmental Representative and occupants of the building of the work being done.
5. Materials shall be delivered to the place designated by the building Departmental Representative. The Contractor's representatives shall clear that place upon receipt of materials unless otherwise authorized by the Departmental Representative.
6. The Contractor's employees shall sign the attendance register at the place designated by the Departmental Representative. They shall indicate the time in and time out and state the reasons for the visit. Building security officers shall provide the Contractor's employees with an ID card in accordance with the security standards in effect. These are to be affixed to uniforms and worn in full view

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whenever in the building.

7. Parking spaces for the Contractor's service vehicles will be available after hours in the building's parking garage. However, the Contractor shall contact the head of security to obtain temporary permission to use these spaces.

10. DEPARTMENTAL REQUIREMENTS

1. Only qualified staff with the appropriate certification will be allowed to perform the cleaning work covered by these specifications. Coordination with the building's maintenance personnel is necessary at all times.
2. The Contractor shall be fully accountable for any omission, breakage or incompetence attributable to its staff.

11. START OF WORK

1. The Contractor selected to perform the cleaning work of drainage pipes and sand traps must wait to receive notification of contract award.
2. Before starting cleaning work and upon request by the Departmental Representative, the Contractor shall provide, for all its personnel assigned to the work, personal information for security screening purposes, particularly information required by the high-security department occupying the parking levels covered by this contract. The aforementioned security screening may also involve fingerprinting.
3. The Contractor awarded the contract cannot not begin work until it obtains security clearance for its employees.
4. Once the security clearance has been issued, the Departmental Representative shall notify the Contractor.
5. The Contractor may begin the cleaning work after the date the service contract is awarded and after having received security clearance for its employees.

12. KNOWLEDGE OF PREMISES AND SYSTEMS

1. Before submitting its bid, the Contractor shall gather information on the drainage pipes and sand traps to be cleaned, the existing condition of the site and the working conditions in the building where the work is to be performed. A site visit would be worthwhile to familiarize the bidders with the work area. At that time, participants would be able to ask relevant questions regarding means of access to floors, obligations regarding safety rules and any other questions about

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performance of the work.

2. No additional claims for special equipment will be considered by the Departmental Representative because of any failure to gather information on existing conditions. The equipment and pipes to be cleaned under this contract have previously been the subject of a maintenance contract.
3. Any technical information the Contractor needs before submitting a bid can be obtained from the Departmental Representative.

13. PROTECTION OF PERSONS AND PROPERTY

1. The Contractor shall take such safety measures and precautions as are needed to protect persons and property from accidents or damage while cleaning work is being performed.
2. The Contractor shall be specifically and fully liable for any accidents or damage sustained by persons or property because of its activities on the premises.
3. Special care shall be taken to prevent finished surfaces and automobiles from being soiled, scratched, damaged or bumped by equipment, ladders, scaffolding or other items that may be used while the work is performed.

14. FIRE PROTECTION

1. At all times in the course of operations, the Contractor shall comply with the Fire Commissioner of Canada's "Fire Protective Features of Design" standard issued by Human Resources Development, Labour Directorate, Fire Safety Division.
2. The standard is available from the Labour Directorate, Fire Safety Engineering, Guy Favreau Complex, 200 René Lévesque West, 4th floor, West Tower, Montreal, Quebec H2Z 1X4. Telephone: 514-982-2553
3. Copies of the standard can be obtained by contacting Human Resources Development, Labour Directorate, Fire Safety Division, Ottawa K1A 0J2.

15. CLEANLINESS OF PREMISES

1. The Contractor shall keep the area clean, and the public property free of all debris and waste. After each work shift, the Contractor shall remove from the premises any waste and debris generated by its work. The Contractor shall leave the premises clean to the satisfaction of the Departmental Representative.
2. Use of the premises will be limited to the areas designated for the execution of the

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work and storage. Work shall be performed in a way that least interferes with pedestrian and vehicle traffic. At the end of each work shift, the Contractor shall ensure that the worksite is clean.

3. The Contractor's employees will have access to the building's existing bathrooms. The Contractor shall ensure that the facilities are clean at the end of every shift.

16. INSTRUCTIONS

1. The Contractor shall comply with any instructions or directives it receives from the building Departmental Representative. The Contractor shall send its reports and other communications related to performance of the contract to the Departmental Representative in typed form.

17. COMMUNICATIONS

1. The addresses and telephone numbers where the Contractor or the Contractor's superintendent or manager can be reached at any time of day or night shall be recorded on a list prepared and updated as necessary by the Contractor and given to the building Departmental Representative and the head of security before work is begun.

18. REPORTS, CERTIFICATES AND WORKSHEETS

1. After each work shift, the Contractor shall provide three (3) copies of a worksheet. The worksheet shall identify the work performed, the parts replaced and/or repaired, if applicable, and the number of hours worked by each individual assigned to the job, including the times the Contractor's employees arrived and departed the job site. The Contractor shall provide separate worksheets for cleaning work.
2. The Departmental Representative shall keep a copy signed by the Contractor and shall promptly send a copy to the client department. The third copy shall remain the property of the Contractor.
3. Where there is no authorized representative on site, the Contractor shall forward to the security guard on duty two (2) copies of the worksheet, duly signed.

19. GENERAL SAFETY

1. **GENERAL CLAUSES**

NOTE:

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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 Departmental Representative 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 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 they apply.
- 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 Departmental Representative 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 Departmental Representative may, after receiving the Contractor's program and at any time during the work, require that the program be modified or expanded to better reflect the actual situation in the work area. The Contractor shall then make the necessary changes prior to the start of work.

The prevention program shall be based on identification of risks and shall take into account the information and requirements set out in these specifications. The program shall be in effect 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;

GENERAL PROVISIONS – SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS ON TWO PARKING LEVELS

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- 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 site inspection grid based on the content of its risk identification;
 - 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 the previous paragraph, for all cases in which the work to be completed involves a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, the Contractor shall develop a prevention program specific to the work to be completed and submit it to the Departmental Representative, and must also submit it to the Commission de la santé et de la sécurité du travail (CSST) and the Association paritaire pour la santé et la sécurité du travail, in compliance with section 198 of this Act. The requirements related to that program are the same as the requirements listed in 1.5.
- 1.7 For all cases in which the work constitutes a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, a notice of opening of a construction site must be submitted to the CSST before the start of work and a copy must be submitted to the building Departmental Representative. A copy of this notice must be posted in plain view on the site. When the site is disassembled, the notice of closing of a construction site must be submitted to the CSST with a copy to the Departmental Representative.
- 1.8 The Contractor shall submit the following documents to the Departmental Representative:
- 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 used on the worksite, at least three (3) days before the product is used on site;
 - confirmation of the medical examinations of its supervisory employees and all employees where a medical examination is required under a statute, regulations, a directive, specifications or an accident prevention program. The Contractor shall thereafter submit promptly confirmations of medical exams for all persons new to the worksite;

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- a copy, signed and sealed by an engineer, of all plans and compliance certificates required under the *Safety Code for the Construction Industry* (c. 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 must 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 equipment used to carry out the work are maintained and kept in good condition. Equipment, tools or protective equipment 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 Departmental Representative reserves the right to prohibit the use of any materials or equipment deemed hazardous, 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 equipment 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 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 necessary for health and safety reasons.

1.12 Without limiting the scope of the preceding clause, the Departmental Representative 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.

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PIPES AND SAND TRAPS ON TWO PARKING LEVELS**

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- 1.13 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 the signature of 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.

- 1.14 The Contractor shall inspect the work sites and submit to the Departmental Representative a duly completed worksite inspection sheet every working day or at an interval determined with the Departmental Representative on the call-up against a standing offer form.
- 1.15 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 Departmental Representative or the PWGSC health and safety coordinator or in the course of a periodic inspection. Submit to the Departmental Representative written confirmation of any measures taken to correct violations and hazardous situations.
- 1.16 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.
- 1.17 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.
- 1.18 For all cases in which the work constitutes a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, a decision-making representative of the Contractor must attend all meetings where health and safety on the site is considered. The Contractor must set up a worksite committee and hold meetings in compliance with the requirements of the *Safety Code for the Construction Industry*, S-2.1, r.6.
- 1.19 For all cases in which the work constitutes a construction site as defined in the *Act Respecting Occupational Health and Safety*, R.S.Q., c. S-2.1, the following information and documents must be posted in an area that workers can access easily:

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- notice of opening of worksite;
- 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.

- 1.20 The Contractor shall mark off and control access to the work area and install barricades as needed.
- 1.21 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 workday, the workplace is free of any hazards.
- 1.22 When 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 Departmental Representative with a procedure for preventing those risks and quickly getting help in an emergency.
- 1.23 Where a hazard not identified in the specifications arises as a result of 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 Departmental Representative orally and in writing. The Contractor must then make the necessary changes to the prevention program in order for work to resume safely.
- 1.24 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 Departmental Representative promptly.
- 1.25 Subcontracting is not permitted without special authorization from the Departmental Representative. In making a decision, the Departmental Representative will consider the subcontractor's ability to meet these requirements.
- 1.26 Sealing guns and other cartridge devices shall not be used without authorization from the building Departmental Representative.

The above notwithstanding,

GENERAL PROVISIONS – SERVICE CONTRACT FOR THE CLEANING OF DRAINAGE PIPES AND SAND TRAPS ON TWO PARKING LEVELS

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

1.27 On the work site, 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 asbestos, the Contractor shall notify the Departmental Representative 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 carry out work where asbestos dust is likely to be released, the Contractor must comply with the requirements of section 3.23 of the *Safety Code for the Construction Industry*, the *Act Respecting Occupational Health and Safety* (R.S.Q., c. S-2.1).

The Contractor may be asked to do roofing work. The Contractor must 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 a holding tank. The Contractor must 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 at heights in the receiving area, in plants or elsewhere. The Contractor must indicate in its prevention program the measures to be taken for work at heights.

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

Work in confined spaces may be required. The Contractor must include in its prevention program the measures it intends to take when working in these areas, and take into account the requirements of section 2.4 of the *Safety Code for the Construction Industry*, the *Act Respecting Occupational Health and Safety* (R.S.Q., c. S-2.1).

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

2. SPECIFIC CLAUSES**2.1 Lockouts**

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 (ELF #13) provided by the Departmental Representative.

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

- Main building power supply lines
- Power supply line 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 Departmental Representative 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 Departmental Representative 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).

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2.1.4 The supervisors and workers concerned must 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 Work 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. A 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.

2.1.1 Workers must always wear a safety harness when working on a telescoping, articulated or rotating elevating platform.

2.1.1 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 all the equipment needed to comply with the procedure and safely perform the work.

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PWGSC 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. This report is one of the elements taken into account in issuing permits and developing work procedures.

All confined spaces must be properly identified on the basis of their classification. A PWGSC-approved sign must 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 Departmental Representative of the scheduled in and out date and time.

Persons with access to low-risk confined spaces must record the relevant information in the Confined Spaces Access Log (form PWGSC-TPSGC103); in other words, persons entering a low-risk confined space are required to record every access and exit in the log.

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;
- Pipes and conduits entering the confined space;
- The hazards and safety measures to be taken depending on the work to be performed;

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- 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 a Confined Space Entry Permit (form PWGSC-TPSGC 101) provided by the Departmental Representative. 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 use its own form if it contains all the information on the form provided by the Departmental Representative.

2.4.2.3 The Contractor shall complete a Hot Work Permit (PWGSC-TPSGC 102) where the work to be performed includes welding, cutting or any other activity that produces a flame or sparks provided by the Departmental Representative.

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

- PWGSC 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.

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- 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 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 work location.
- 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 Departmental Representative 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

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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.
- 2.4.2.15 The Contractor shall post signs to stop unauthorized persons from entering the confined space.
- 2.4.2.16 Where it is impossible to keep the noise level below eighty-five (85) dB, the Contractor must provide all workers with ear protectors appropriate to the desired level of attenuation and the work to be performed.
- 2.4.2.17 The Contractor shall ensure that all workers wear the required personal protective equipment.
- 2.4.2.18 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.;

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- 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.

2.4.2.19 The custodian shall remain at the entrance to the confined space as long as there is a worker in the space.

2.4.2.20 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, grinding, 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" (PWGSC-TPSGC 102) from the building technical authority.

2.5.3 Work shall be performed in accordance with Fire Commissioner Standard FC 301, Standard for Construction Operations, June 1982. FC 301 is available at the following Internet address:

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.

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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 Departmental Representative (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 outdoors 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 Departmental Representative.

2.5.7 Welding and cutting

Note: For welding and cutting work, the following conditions must be met in addition to the conditions stated above.

2.5.7.1 Welding and cutting must be performed in accordance with sections “3.13. Compressed gas supply” and “3.14. Welding and cutting” of the *Safety Code for the Construction Industry* (R.S.Q., c S-2.1, r. 6).

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

<http://www.rhdsc.gc.ca/fr/pt/ot/pi/normes/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.

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- 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*, c. 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.
- To avoid the risk of explosion, do not allow acetylene to come into contact with such metals as silver, mercury, copper and brass alloys containing more than sixty-five percent (65%) copper.
- Make sure that all electric arc welding equipment has the required voltage rating and is grounded.
- Make sure that the lead wires of 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.
- Never weld or cut closed containers.
- 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.

Scaffolding

2.6.1 Footings

- Scaffolding shall be placed on solid footings so as to prevent it from sliding or tipping.

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- 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* (as 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 planks 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

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- 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.
- When scaffolding platforms are made of planks, of a height.

2.6.7 Protection of the public and occupants

- The Contractor must mark out 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 all signage, barricades and other devices needed to ensure the safety of the public and its own facilities. Ladders shall be installed so as to ensure that planks that 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.

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WORK LOCATION

This request for a service contract concerns the following building:
The federal building at 715 Peel Street, Montreal, Quebec.

1/- GENERAL**1.1 EXTENT OF ANNUAL WORK**

Once per year, the Contractor shall provide the materials, labour, equipment and supervision required to perform cleaning of the drainage pipes and sand traps in the parking garage.

The first stage of the cleaning shall be hydraulic work, and shall consist of using a high-pressure jet of water to dislodge from the drainage pipes and sand traps all residue, sludge, rocks, sand and any other materials that may clog the pipes (grease, paper, broken bottles and any other waste) and prevent water from flowing freely through the pipes and the sand traps.

The second stage of the cleaning shall be suction work, and shall consist of using high-pressure suction to extract from the drainage pipes and sand traps all residue, sludge, rocks, sand and any other materials that may clog the pipes (grease, paper, broken bottles and any other waste) dislodged in the first stage.

1.2 SCOPE OF WORK

The building at 715 Peel in Montreal houses the offices of various federal government departments. The building has ten floors: five office floors (2nd to 6th), two garage and office floors (ground and 1st), two basement floors (basement 1 and 2) and one roof floor (7th). The building was constructed in the 1930s and was completely renovated between 1983 and 1987.

The original drainage pipes were made of black steel with mechanical joints and floor drains on the two garage floors, located on the ground and first floors. Over time, the drainage pipes were replaced with the fire retardant plastic pipes recommended in the national codes in effect.

Below is a list of the components to be cleaned as noted in the original 1987 building plans.

The length of the drainage pipes in linear feet set out below is only approximate, and the department will not assume responsibility for the measurements listed. At the bidders' visit, the Contractor shall itself take measurements in linear feet of the drainage pipes to be cleaned.

In the 1st floor garage, there are 43 floor drains installed in the asphalt:

Three drains at the north-east end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 111 feet long, and are drained by vertical piping, 22 feet high, along the column at axis E5;

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Eight drains at the north-west end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 398 feet long, and are drained by horizontal piping to the city network at axis B14;

Six drains at the centre-north end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 218 feet long, and are drained by vertical piping, 22 feet high, along the column at axis J8;

Three drains at the centre-west end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 134 feet long, and are drained by vertical piping, 22 feet high, along the column at axis H12;

Five drains at the south-east end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 179 feet long, and are drained by vertical piping, 22 feet high, along the column at axis P3;

Eleven drains at the centre-south end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 325 feet long, and are drained by vertical piping, 22 feet high, along the column at axis N8;

Seven drains at the south-west end are connected by drainage pipes in the ceiling of the ground floor garage, approximately 244 feet long, and are drained by vertical piping, 22 feet high, along the column at axis N12;

Note: The vertical piping at axis E5 and P3 flows into the network of 15 drains listed below that drain to J1; the vertical piping at axis H12 and N12 flows into the network of 19 drains listed below that drain to O14;

In summary, there are 1,609 linear feet of horizontal and vertical piping (drain downpipe and P trap) in the ceiling of the ground floor garage, and 132 linear feet of vertical piping running from the ceiling of the ground floor garage to basement 1 along axes E5, J8, H12, P3, N8 and N12.

In the ground floor garage, there are 34 floor drains installed in the asphalt:

Fifteen drains at the centre-north, north-east, centre-east and south-east ends are connected by drainage pipes in the ceiling of basement 1, approximately 1,007 feet long, and are drained by horizontal piping to the city network at axis J1;

Nineteen drains at the centre-west and south-west ends are connected by drainage pipes in the ceiling of basement 1, approximately 631 feet long, and are drained by horizontal piping to the city network at axis O14;

Note: The vertical piping at axis J8 and N8 flows into the drainage pipes in the ceiling of

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basement 1, approximately 200 feet long, and is drained by horizontal piping to the city network at axis S9.

In summary, there are 1,838 linear feet of horizontal and vertical piping (drain downpipe and P trap) in the ceiling of basement 1 draining horizontally to the city network at axes J1, O14 and S9.

Therefore there is a total of approximately 3,447 linear feet of drainage piping to be cleaned under this contract (1,609 + 1,838).

In addition, there are six sand traps on the ground floor and six more in basement 1 that shall also be cleaned.

1.3 CLEANING PROCEDURE

The Departmental Representative and the Contractor shall work together to plan the cleaning procedure in accordance with best practices. The Contractor shall open all trap covers to allow for cleaning of the drainage pipes downstream and upstream from the sand traps. The Contractor shall then remove waste from the sand traps and leave them clean.

Before returning the covers to the sand traps, the Contractor shall clean the bases of the covers so that they sit properly and tightly on the sand traps.

The Contractor shall immediately report to the representative the location of any covers, sand traps and pipes that are defective, broken or have any other anomaly.

1.4 RELATED STRUCTURES

On the 5th and 6th floors, there are two kitchen sink separators to be cleaned. They shall first be dismantled by a PWGSC employee and brought to the ground floor garage, where they shall be cleaned by the Contractor. They shall then be reassembled by the same employee.

1.5 PROGRAM

The Contractor shall begin the work within four (4) days of the Departmental Representative's request. The Contractor shall complete the work within the following four (4) days.

The Contractor shall submit the cleaning procedure, equipment, list of employees, list of cleaning products and relevant material safety data sheets.

1.6 SYSTEM CHANGES

The Department reserves the right to modify the drainage systems as it deems necessary.

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2/- EQUIPMENT**2.1 MOBILE EQUIPMENT**

The bidder shall use cleaning equipment that is compliant with the specifications listed below.

For the first stage, the bidder shall use a truck to clean the drainage pipes, which will be kept outside the building during the performance of the work covered by this contract. The truck shall be equipped with a storage tank with a capacity of at least 3,000 gallons, and a variable-pressure pump with a working pressure of 2,000 pounds per square inch and a minimum flow rate of 60 gallons per minute. The interior diameter of the hose used for the scouring shall be 25 mm. The nozzle shall be selected based on the diameter of the pipe. The nozzle openings shall be in good working condition.

For the second stage, the bidder shall use a truck to suck all dirt, grease, rocks, sand and dislodged materials from the drainage pipes; the truck shall be kept outside the building during the performance of the work covered by this contract. It shall be equipped with a storage tank with a capacity of at least 3,000 gallons, and a suction pump with a suction capacity of at least 2,400 cubic feet of air per minute. The tank shall be equipped with valves to separate liquids from solids and discharge the liquids at a location dictated by the law.

The bidder shall use a third vehicle (pick-up) to transport the cleaning hoses required to clean long sections of drainage pipes.

At any time, the Department may check operating pressure and flow rate. The flow rate upstream of a section to be cleaned shall be controlled by plugs from the suction truck or another means to facilitate cleaning.

The Department may inspect the truck prior to contract award to check that it is compliant with the above clauses and in good working condition. Any truck that does not comply with the specifications shall be rejected.

If a cleaning truck breaks down, the Contractor shall provide a replacement truck within seventy-two (72) hours to continue the work.

3/- EXECUTION**3.1 CLEANING**

The cleaning of the drainage pipes and sand traps shall be performed to the satisfaction of the Departmental Representative. Upon completion of the work, the pipes shall be clean and free of all residue that should have been removed, even if the Contractor is required to repeat the work once or multiple times.

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3.2 PROTECTION OF PERSONNEL

The Contractor shall provide appropriate personal protection equipment for its workers, specifically disposable masks, disposable gloves and, if necessary, disposable clothing.

3.3 PROTECTION OF ELEMENTS

The Contractor shall ensure mechanical and electrical equipment in the vicinity of the work is protected.

At the end of each work day, the Contractor shall ensure that no debris or dirt dislodged by the cleaning operation is left on the floors. In addition, the floors shall be washed in the event that they are soiled by waste. The Contractor shall return objects to their original locations.

Throughout the cleaning work, the Contractor shall be responsible for restoring any existing equipment that has been moved or broken in the course of the work. In the event equipment is broken, the cost of replacement shall be assumed by the Contractor or deducted from its contract.

3.4 COORDINATION

All cleaning work shall be coordinated in advance with the Departmental Representative.

The Contractor shall immediately advise the Departmental Representative of any malfunction or problem encountered that could prevent it from performing or completing part of the work.

During the work, the Contractor's superintendent shall be available for inspections, quality control and progress checks. Upon completion of the work, the Contractor shall organize an inspection with the Departmental Representative to confirm and demonstrate the quality of the work performed.

3.5 WORK MONITORING

Verbally establish a section-by-section cleaning plan with the Departmental Representative, taking into account all the elbows, mechanical joints, manholes, changing pipe diameters, etc.

3.6 EQUIPMENT APPROVAL

All mobile equipment used in cleaning operations shall be approved prior to the start of the work. Any equipment other than that set out in these specifications may be accepted if its performance is shown to be equivalent to the equipment specified, and shall be subject to approval by the Departmental Representative.

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The Contractor shall describe, prior to the contract award, the main equipment it will use for the cleaning operations (photos, description and specifications). The Contractor shall provide proof that it has the required equipment. The Departmental Representative in cooperation with the Contractor shall arrange for a storage area, if required, for the cleaning equipment and materials.

If the equipment fails to operate properly, the Contractor shall take corrective action. The department may select another contractor to perform the work if the corrective measures taken do not meet specified requirements. The contract shall be terminated and the Contractor shall not be entitled to any compensation.

3.7 DISPOSAL OF SLUDGE AND LIQUID RESIDUE

Materials and waste shall be disposed of off site by the Contractor in compliance with current environmental standards.

The work shall be performed in accordance with all applicable provincial and municipal laws and regulations, including Montreal's bylaw 2008-47 on water treatment, specifically section 7 regarding the use of appropriate connectors to discharge wastewater. It is forbidden to discharge wastewater in a wastewater system without appropriate connectors. Specifically, it is forbidden to discharge wastewater from a mobile tank with a manhole or dry well not specifically designed for that purpose. The Contractor is prohibited from disposing of waste liquids in storm or sanitary sewers without first neutralizing the liquids.

Along with its invoice, the Contractor shall submit a copy of the invoice from its selected discharge site to prove that the sludge was disposed of at a site approved by the Ministère d'Environnement du Québec (MENVIQ).

3.8 FINAL CLEANING REPORT

Content of the final report to be submitted by the Contractor upon completion of the cleaning work:

Name and address of facility cleaned along with date of cleaning;

Name and address of the cleaning Contractor;

The final report shall include, in writing, the overall state of the pipes and sand traps.

The Contractor shall submit its final report to the Departmental Representative for approval before any payment is made. The final report shall be submitted upon completion of the cleaning work. The work shall be considered completed when the report is approved by the Departmental Representative. Payment in full for the work shall be authorized only upon final acceptance of the report by the Departmental Representative.

3.9 ADDITIONAL INFORMATION

If additional information is required, please contact Robert Raymond at 514-283-2883.

APPENDIX A

CLEANING OF DRAINAGE PIPES AND TRAPS

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PRICE FOR THE FIRST TWO YEARS

<u>PART "A"</u>	<u>MAINTENANCE SERVICE</u>				
Lump sum:	Lump sum established based on section 2A of the specifications				
	Equipment for the 1st and ground floors (section 1.2):	\$			(a)
	Equipment for the 5th and 6th floors (section 1.4):	\$			(b)
	Total part A (a+b)	\$			(c)
<u>PART "B"</u>	<u>REPAIRS</u>				
	Materials			\$10,000	(d)
	Hourly rate, Monday to Friday, 7:00 am to 4:00 pm	40 hrs	X \$	= \$	(e)
	Hourly rate, overtime	40 hrs	X \$	= \$	(f)
	Total part B (d+e+f)		\$		(g)
	Total A and B (c+g)		\$		(h1)

PRICE FOR THE THIRD YEAR

<u>PART "A"</u>	<u>MAINTENANCE SERVICE</u>				
Lump sum:	Lump sum established based on section 2A of the specifications				
	Equipment for the 1st and ground floors (section 1.2):	\$			(a)
	Equipment for the 5th and 6th floors (section 1.4):	\$			(b)
	Total part A (a+b)	\$			(c)
<u>PART "B"</u>	<u>REPAIRS</u>				
	Materials			\$5,000	(d)
	Hourly rate, Monday to Friday, 7:00 a.m. to 4:00 p.m.	40 hrs	X \$	= \$	(e)
	Hourly rate, overtime	40 hrs	X \$	= \$	(f)
	Total part B (d+e+f)		\$		(g)
	Total A and B (c+g)		\$		(h2)

APPENDIX A

CLEANING OF DRAINAGE PIPES AND TRAPS

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PRICE FOR THE FOURTH YEAR

<u>PART "A"</u>	<u>MAINTENANCE SERVICE</u>			
Lump sum:	Lump sum established based on section 2A of the specifications			
	Equipment for the 1st and ground floors (section 1.2):	\$		(a)
	Equipment for the 5th and 6th floors (section 1.4):	\$		(b)
	Total part A (a+b)	\$		(c)
<u>PART "B"</u>	<u>REPAIRS</u>			
	Materials			\$5,000 (d)
	Hourly rate, Monday to Friday, 7:00 a.m. to 4:00 p.m.	40 hrs	X \$	= \$ (e)
	Hourly rate, overtime	40 hrs	X \$	= \$ (f)
	Total part B (d+e+f)		\$	(g)
	Total A and B (c+g)		\$	(h3)

PRICE FOR THE FIFTH YEAR

<u>PART "A"</u>	<u>MAINTENANCE SERVICE</u>			
Lump sum:	Lump sum established based on section 2A of the specifications			
	Equipment for the 1st and ground floors (section 1.2):	\$		(a)
	Equipment for the 5th and 6th floors (section 1.4):	\$		(b)
	Total part A (a+b)	\$		(c)
<u>PART "B"</u>	<u>REPAIRS</u>			
	Materials			\$5,000 (d)
	Hourly rate, Monday to Friday, 7:00 a.m. to 4:00 p.m.	40 hrs	X \$	= \$ (e)
	Hourly rate, overtime	40 hrs	X \$	= \$ (f)
	Total part B (d+e+f)		\$	(g)

APPENDIX A

CLEANING OF DRAINAGE PIPES AND TRAPS

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Total A and B (c+g) \$ (h4)

* Add parts (h1) to (h4) and **record the total amount on page 1 of the bid form** (see note 1).

NOTES:

1. **The above hourly rates shall include all labour costs related to the work done by employees, including fringe benefits, travel, administration fees, permits to obstruct a public way, travel time and the Contractor's profit.**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EFA66-123182
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**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Biens immobiliers
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Vidange des trappes à sable		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTÉ DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux: _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).