

Solicitation No. - N° de l'invitation

EF944-150335/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc480

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

R.004242.001

File No. - N° du dossier

MTC-4-37068

CCC No./N° CCC - FMS No/ N° VME

Included
Request for Standing Offer

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REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Offeror", SI11, "Security related requirements" and "Supplementary Conditions" SC01 Security requirements, document safeguarding location.

LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI12.

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SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to (1) Standing Offers, each for a period of (2) years. Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.

SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Offer of General Instructions to Offerors - Construction Services. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI03 OFFER DOCUMENTS

1. The following are the offer documents:
 - a. Invitation to Tender - Page 1;
 - b. Special Instructions to Offerors;
 - c. General Instructions to Offeror's- Construction Services
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Price Proposal form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

Submission of an offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than (10) calendar days prior to the date set or solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Offerors the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI05 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

France Bélisle
Supply Officer
Travaux publics et Services gouvernementaux Canada
800, De la Gauchetière
7^e étage
Montréal (Québec)
H5A 1L6

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI06 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI07 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI08 OPTIONNAL SITE VISIT

Not applicable.

SI09 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors". The facsimile number for receipt of revisions is (514) 496-3822.

SI10 OFFER VALIDITY PERIOD

1. The offer cannot be withdrawn for the period of (60) days following the RFSO closing date.
2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
3. If the extension referred to in paragraph 2 of SI10 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
4. If the extension referred to in paragraph 2. of SI10 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either

a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or

b. cancel the request for proposal.

5. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors – Construction Services".

SI11 SECURITY RELATED REQUIREMENTS

1. At offer closing, the Offeror must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the offer non-compliant and no further consideration will be given to the offer.
2. The Successful Offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Offeror's non-compliance with the mandatory security requirement.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site [Industrial Security Program](#)

SI12 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE CONSTRUCTION CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 8) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully

utilize allowable apprenticeship ratios¹ and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 8.

If you accept fill out and sign Appendix 8

¹ The journey-person-apprentice ratio is defined as the number of qualified/certified journey-persons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

SI13 WEB SITES

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

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

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

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

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

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

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

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)
<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

GI01 (2014-03-01) Integrity Provisions – Offer

1. Offerors must comply with the Code of Conduct for Procurement. In addition, offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting an offer, offerors confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined, after issuance of the SO, that the Offeror made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.
3. Affiliates
For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Offeror's Affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.
4. Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names.
If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.
Canada may, at any time, request that the Offeror provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the offer being declared non-responsive.
5. The Offeror must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Offeror must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.

7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer and any resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. Time Period
The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.
In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Offeror must therefore provide with its offer or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the offer non-responsive.
9. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:
- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code, or
 - c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or
 - e. section 239 (*False or deceptive statements*) of the Income Tax Act, or
 - f. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
 - g. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Corruption of Foreign Public Officials Act, or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

The Offeror also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Standing Offer arising from this Request for Standing Offers and any resulting call-ups, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences
The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these

Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Offeror must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offeror's Affiliates has elapsed, then the Offeror must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Offerors understand that Canada may issue a Standing Offer with an offeror where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- no one else is capable of performing the contract;
- emergency;
- national security;
- health and safety;
- economic harm;

If all offers are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only offers containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement.

GI02 (2014-03-01) Completion of Offer

1. The offer shall be

- a. submitted on the Price proposal form;
- b. based on the Offer Documents listed in the Special Instructions to Offerors;
- c. correctly completed in all respects;
- d. signed by a duly authorized representative of the Offeror; and
- e. accompanied by any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.

2. Subject to paragraph 6) of GI09, any alteration to the pre-printed or pre-typed sections of the Price Proposal form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal form by the Offeror shall be

initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

GI03 (2007-05-25) Identity or Legal Capacity of the Offeror

1. In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of
 - a. such signing authority; and
 - b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 (2013-04-25) Applicable Taxes

1. "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

GI05 (2007-05-25) Capital Development and Redevelopment Charges

1. For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 (2010-01-11) Listing of Subcontractors and Suppliers

1. Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 (2014-03-01) Submission of Offer

1. The Price Proposal form, duly completed, shall be enclosed and sealed in an envelope provided by the Offeror, and shall be addressed and submitted to the office designated on the Front Page of the "Request for Standing Offer" for the receipt of offers. The offer must be received on or before the date and time set for solicitation closing.
2. Unless otherwise specified in the Special Instructions to Offerors
 - a. the offer shall be in Canadian currency;

- b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.
3. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:
 - a. Solicitation Number;
 - b. Name of Offeror;
 - c. Return address; and
 - d. Closing Date and Time.
4. Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 (2011-05-16) Revision of Offer

1. An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the RFSO. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI09 (2013-04-25) Rejection of Offer

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1) of GI09, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. the bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with Canada

- i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
 - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offered on.
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f. i & ii GI09, Canada may consider, but not be limited to, such matters as:
 - a. the quality of workmanship in performing the Work;
 - b. the timeliness of completion of the Work;
 - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1), 2) and 3) of GI09, Canada may reject any offer based on an unfavourable assessment of the
 - a. adequacy of the offer price to permit the work to be carried out and, in the case of an offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI09, other than subparagraph 2)(a) of GI09, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

GI10 (2010-01-11) Offer Costs

1. No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 (2012-07-16) Procurement Business Number

1. Offerors are required to have a Procurement Business Number (PBN) before issuance of a standing offer . Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

GI12 (2013-04-25) Compliance with Applicable Laws

1. By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.

2. For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

GI13 (2010-01-11) Approval of Alternative Materials

1. When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

GI14 (2010-01-11) Performance Evaluation

1. Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI15 (2011-05-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, offerors are advised that Canada may reject a offer in the following circumstances:
 - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
2. The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting a offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a. a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b. Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c. Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d. the Standing Offer cannot be assigned or transferred in whole or in part;
 - e. the Standing Offer may be set aside by Canada at any time.

BID EVALUATION PROCEDURE

1.1 Financial evaluation

1.2.1 The price of the bid will be evaluated in Canadian dollars, excluding applicable taxes.

2. Basis of selection

- 2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for (2) years commencing from the start date identified on the Standing Offer.

OPTION EXTEND

The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer by up to (3) additional (1) year period 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 before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of (will be insert in the standing offer awarded) (Applicable Taxes included).

SOP04 CALL-UP PROCEDURE

1. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Technical Authority of Public Works to proceed with the work by issuance of a Call-up against the Standing Offer using form.
2. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SOP05 STANDING OFFER RESPONSIBLES

Standing Offer Contracting Authority is :

Name : France Bélisle

Title : Supply Officer

Department : Publics Works and Government Services of Canada

Division : Supply

Telephone : 514-496-3881

e-mail : france.belisle@tpsgc.gc.ca

The Contracting Authority is responsible for the establishment and administration of the Standing Offer and it's revision if needed. The Contracting Authority is responsible for all contractual related questions regarding call-ups.

Standing Offer Technical Authority is :

The Technical Authority represents the Department or Organisation for which the works are executed within a call-up. The Technical Authority is responsible for all technical related questions regarding call-ups.

Name: Annie Boucher

Title: Officer Property and Facilities

Department : Property Services

Phone number : 514-496-3556

email: annie.boucher@pwgsc-tpsgc.gc.ca

The selected contractor for the standing offer is (will be insert in the standing offer awarded):

Name : _____

Contact : _____

Address : _____

Telephone : ____ - ____ - _____

e-mail : _____

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE N° EF944-15-0335

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

SC02 LIMITATION OF LIABILITY

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

GC1.6 Indemnification by the Contractor

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

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

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

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

SC03 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) Period of Insurance
 - (a) The policies required in the Certificate of Insurance must be in force and be maintained throughout the duration of the standing offer period.
 - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.
- 3) Proof of Insurance
 - (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its offer, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
 - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

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

5) Deductible

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

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

1. The following are the "call up" contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Price Proposal Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
 - GC1 General Provisions – Construction Services R2810D (2014-06-26);
 - GC2 Administration of the Contract R2820D (2014-06-26);
 - GC3 Execution and Control of the Work R2830D (2014-03-01);
 - GC4 Protective Measures R2840D (2008-05-12);
 - GC5 Terms of Payment R2550D (2014-06-26);
 - GC6 Delays and Changes in the Work R2860D (2013-04-25);
 - GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
 - GC8 Dispute Resolution R2884D (2008-05-12);
 - GC9 N/A
 - GC10 Insurance R2900D (2008-05-12);
 - Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2014-06-26);
 - Supplementary Conditions
- e. Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the offer; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Price Proposal Form submitted.

Solicitation No. - N° de l'invitation
EF944-150335/A
Client Ref. No. - N° de réf. du client
R.004242.001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-4-37068

Buyer ID - Id de l'acheteur
mtc480
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT:

ANNEX A - STATEMENT OF WORK (PDF FORM)
ANNEX B - PRICE PROPOSAL FORM (PDF FORM)
ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL) (PDF FORM)

APPENDIX 1 -COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE
OFFEROR.

APPENDIX 2 - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

APPENDIX 4 - CERTIFICATE OF INSURANCE

R.004242.001

MTC-4-37068

CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE OFFEROR.

NOTE TO OFFERORS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Solicitation No. - N° de l'invitation
EF944-150335/A
Client Ref. No. - N° de réf. du client
R.004242.001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-4-37068

Buyer ID - Id de l'acheteur
mtc480
CCC No./N° CCC - FMS No./N° VME

APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

Note; The contractor will be asked to fill out a report every six months as included a Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Appendix 3

APPENDIX 3 - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

(This report is not required at bid deposit)

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

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

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

Number of apprentices hired	Trade

(Add rows as needed)

Solicitation No. - N° de l'invitation
EF944-150335/A
Client Ref. No. - N° de réf. du client
R.004242.001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-4-37068

Buyer ID - Id de l'acheteur
mtc480
CCC No./N° CCC - FMS No./N° VME

APPENDIX 4 - CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No.
Electrician Services	EF944-150335/A
	Project No.

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

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

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

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

Telephone number

Signature

Date D / M / Y

<p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>Insurance policies must be endorsed to provide not less than thirty (30) days notice in writing of a cancellation of insurance or any reduction of coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
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**PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA**

**STATEMENT OF WORK
RELATING TO SERVICES OF AN
ELECTRICAL CONTRACTOR**

FOR THE BUILDING LOCATED AT

**3600 CASAVANT
SAINT-HYACINTHE, QUEBEC**

May 2014



3600 Casavant, St-Hyacinthe

Statement of work

For services of an Electrical contractor

Tender Document – Under separate cover: “Appendix A”- Price Table

SPECIFICATIONS	SECTION	NUMBER OF PAGES
– Specification Index		1
– Statement of work		5
– General Safety		14



3600 Casavant, St-Hyacinthe

Statement of work

For services of an Electrical contractor

Statement of work section

1. General
2. Scope of Work
3. Labour
4. Hours of work, security
5. Working conditions
6. Jurisdiction
7. Security of premises
8. Protection of persons and property
9. Fire protection
10. Cooperation
11. Worksheet
12. Cleaning
13. Warranty

General Safety section

1. General provisions
2. Special provisions

1. **GENERAL**

Contract documents (conditions - standing offers - general safety) must be reviewed at the same time as this statement of work and all general provisions.

2. **SCOPE OF WORK**

2.1 **General**

2.1.1 The Contractor must provide the labour and tools required to carry out the tasks set out in section 2.3 of this statement of work and related to the building.

2.1.2 Materiel may be supplied by the Departmental Representative or, upon request, by the Contractor. In that event, costs shall be reimbursed in accordance with clause 1.0 of Annex "A".

2.1.3 The Contractor must respond to routine service requests within three hours following receipt of the notice sent by the Departmental Representative. In case of emergency, this response time shall not exceed one hour.

2.1.4 Services shall be provided only following submission of a request.

2.2 **Standing offer**

Provided service is deemed satisfactory, call-ups shall be issued and their duration set by the Departmental Representative for periods of up to the maximum duration of the standing offer. The standing offer shall be in effect for a period of two (2) years with three (3) optional years.

2.3 **Work likely to be required** (Non-comprehensive list)

Electrician - construction and renovation specialist

- Installation of electrical outlets and light switches on line voltage or low voltage, installation of motion detectors, etc.;
- Installation of wiring and fire alarm components;
- Installation and relocation of relays to control starters of various voltages and phases;
- Installation of special security and monitoring devices;
- Installation and relocation of lighting fixtures;
- Installation and relocation of combination starters and switches with or without fuses;

- Installation of circuit breakers in diecast housings, distribution panels and dry-type transformers;
- Coordination with the work of other trades;
- Connection of mechanical equipment;
- Tools required (non-comprehensive list):
 - ✓ Full electrician's toolbox in accordance with the *Régie du bâtiment du Québec* (RBQ);
 - ✓ Ammeter, voltmeter;
 - ✓ Hammer drill and bits up to 1" in diameter;
 - ✓ Cordless drill;
 - ✓ Ladder and scaffolding;
 - ✓ Personal safety equipment.

2.4 Required licences

Electrical contractor's licence (Master electrician).
Construction journeyman electrician's licence.

3. LABOUR

- 3.1 Labour will be supplied by the contractor and must be fully qualified.
- 3.2 The building technical officer reserves the right to reject and to insist on the replacement of any person the officer deems unacceptable.
- 3.3 The contractor will 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.
- 3.3 The building technical officer or authority will make available to the contractor a person to provide guidance as needed during the work period.
- 3.4 The contractor will assume full liability for any omissions, breakage, incompetence or involvement of its staff.

4. HOURS OF WORK/SECURITY

Hours of work shall be between 6:00 a.m. and 12:00 p.m. and 12:30 p.m. and 4:00 p.m., Monday to Friday inclusively, except statutory holidays (see list in annex A). A special site access pass will be required at all times.

All costs relating to the travel and/or parking should be included in the hourly rate.
The contractor will be reimbursed for the actual hours worked and cannot load by block hours.

5. WORKING CONDITIONS

Working conditions are as prescribed by Labour Canada.

6. JURISDICTION

Only the building manager and representative thereof are authorized to sign invoices and forms for the purchase of materiel.

7. SECURITY OF PREMISES

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

8. PROTECTION OF PERSONS AND PROPERTY

- 8.1 All necessary safety measures and precautions must be taken to protect persons and property from accidents or damage while maintenance or repair work is performed.
- 8.2 The contractor will be held expressly and fully liable for any accidents or damage to persons or property as a result of its activities on the premises.
- 8.3 Special care must be taken to prevent claddings and finished surfaces from being soiled, scratched, damaged or bumped by equipment, ladders, scaffolding or other items that may be used while performing the work.

9. FIRE PROTECTION

Fire Commissioner of Canada fire protection standards shall be in effect.

10. COOPERATION

- 7.1 The Contractor shall cooperate with other contractors and/or departmental employees.
- 7.2 The Contractor shall take all necessary measures with the Departmental Representative prior to the start of work.
- 7.3 The Contractor shall notify the Departmental Representative by telephone of the Contractor's arrival on the site, departure from the site for any reason, and departure following the completion of work.

11. WORKSHEET

- 11.1 After every repair or service call, three (3) copies of the worksheet must be produced, along with detailed certificates for replacement parts. The worksheet shall identify the work performed, the parts replaced and/or repaired and the number of hours each employee spent on the job. The contractor shall submit separate worksheets for maintenance work and repairs. Worksheets for emergency calls shall identify not only the information indicated above, but also the date and exact time of the call, the name of the person making the call, the contractor's arrival time at the premises and the contractor's departure time.
- 11.2 The building technical officer or his or her authorized representative will keep a copy signed by the contractor and promptly send a copy to the client Department. The third copy will remain the property of the contractor.
- 11.3 Where there is no authorized representative on site, the contractor must forward, to the manager, two (2) copies of the worksheet duly signed by the security guard on duty.
- 11.4 PWGSC must receive the worksheet(s) before paying the invoice.

12. CLEANING

The Contractor shall remove from the site and dispose of outside the building all debris resulting from work carried out under this contract, and clean the work area.

13. **WARRANTY**

The Contractor shall provide a one-year warranty on labour and materials, effective as of the date of the provisional acceptance of the work, in addition to the warranties provided by suppliers or manufacturers.

1. GENERAL PROVISIONS

- 1.1 By accepting this contract, the Contractor agrees to take on all responsibilities normally assumed by the principal contractor and the employer, pursuant to the *Quebec Act Respecting Occupational Health and Safety*, and to supervise all work.
- 1.2 The Contractor must manage its activities in a manner to ensure that the health and safety of personnel, the occupants of the building or facility, and the public, as well as environmental protection, always take precedence over issues of cost or work scheduling. The Contractor must also comply with all requirements contained in this statement of work.
- 1.3 The Contractor must at all times comply with the provisions of the *Quebec Act Respecting Occupational Health and Safety*, the *Quebec Safety Code for the Construction Industry*, and the *Quebec Regulation Respecting Occupational Health and Safety*, where applicable.
- 1.4 The Contractor must perform all work in accordance with the latest editions of the *National Fire Code of Canada*, the *National Building Code of Canada*, the *Canadian Electrical Code* and all other applicable codes or standards.
- 1.5 The Contractor must provide the Departmental Representative with a specific prevention program for all activities likely to be carried out in the building by the Contractor at least 10 days prior to the start of work. Should the original work schedule change, the Contractor shall update the prevention program accordingly. The Departmental Representative may, after receiving the program and at any time in the course of the work, require that the program be amended or completed to better reflect workplace realities. The Contractor must then make the required corrections prior to the start of work.

The program must be based on risk identification, and take into account the information and requirements contained in this statement of work. The program must be applied throughout the life of the contract, and must meet the following requirements:

- identify the risks associated with each category of task to be carried out under the contract and the corresponding preventive measures based on regulatory requirements;
- identify the person responsible for applying the preventive measures;
- consider the risks that could affect the health and safety of workers, occupants of the building or facility, and the public;
- include a procedure to be followed in the event of an accident;
- include an inspection schedule for the work site based on identified risks;

- include repair tasks that could possibly be assigned to it under this contract;
 - include a commitment in writing from all parties that they will comply with this prevention program.
- 1.6 If needed, the Contractor must provide the Departmental Representative with a mechanical inspection certificate for machinery used in the work, (e.g., lift platforms or others).
 - 1.7 The Contractor must provide the Departmental Representative with copies of the training certificates required for work covered in this statement of work and the work safety plan (e.g., health and safety on construction sites, asbestos, padlocking, first aid, etc.).
 - 1.8 At least three days prior to using controlled products at the work site, the Contractor must provide the Departmental Representative with material safety data sheets for these products.
 - 1.9 The Contractor must ensure that all equipment and tools used to carry out work are maintained and in good working order. The Departmental Representative reserves the right to prohibit the use of all equipment and tools deemed dangerous, defective or inappropriate.
 - 1.10 Each workday, the Contractor must inspect work sites and submit duly completed inspection schedules to the Departmental Representative.
 - 1.11 Regardless of the number of workers assigned to the work, the Contractor must designate one person to be responsible for health and safety at the work site, and grant that person the authority to order work stoppage and resumption as deemed necessary for health and safety reasons.
 - 1.12 The Contractor shall follow first aid and first responder standards in compliance with applicable policies and regulations, as well as any other provision contained in this statement of work.
 - 1.13 The Contractor must ensure that its workers have received the training and information required to carry out the work safely, and that all required safety devices and equipment are available, are in compliance with standards, laws and regulations, and are used by the workers.
 - 1.14 The Contractor must be familiar with the evacuation procedure for the building or facility, and provide its workers with training and information that will allow them to implement the procedure.
 - 1.15 The Contractor must advise its workers that they have the right to refuse any work that poses a danger to their health or safety.
 - 1.16 The Contractor shall mark off, control access to and barricade the work area as needed.

- 1.17 The Contractor shall take all necessary measures to keep the work site clean and orderly for the duration of the work and, at the end of each workday, ensure nothing at the work site represents a safety hazard.
- 1.18 When workers are required to work alone in an isolated location where it is impossible for them to obtain help, the Contractor shall identify the risks involved and provide the Departmental Representative with a procedure aimed at eliminating these risks and rapidly obtaining help in the event of an emergency.
- 1.19 If an incident occurs, the Contractor must take all necessary measures, including imposing a work stoppage, to protect the health and safety of workers and the public, and shall immediately notify the Departmental Representative.
- 1.20 The use of subcontractors is prohibited except with special authorization from the Departmental Representative, whose decision will be based on the subcontractor's ability to fulfill the requirements of this statement of work.
- 1.21 **At the work site, the Contractor must take the special situations listed below into consideration when drawing up the work safety plan.**

In some areas, asbestos is present in pipe insulation. While this statement of work does not call for handling asbestos, the Contractor must immediately notify the work site manager (chief of operations) if asbestos insulation is damaged during the work, or if the work unexpectedly requires asbestos handling. The main areas and equipment where the presence of asbestos is an issue are the:

- plants;
- crawl space;
- heating pipes.

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 clause 2.3. Some work may be required to be performed on the roof. The Contractor shall include fall prevention measures in the prevention program.

Some work may be required near water or retention ponds. The Contractor shall include measures to prevent drowning, electrical shock or electrocution in the prevention program.

Some work at heights may be required at the receiving area, plants or other areas. The Contractor shall include the procedures to follow when working at heights in the prevention program.

Some inspections or verifications may be requested in the electrical rooms. The Contractor shall include measures to ensure the safety of persons in these areas in the prevention program.

Work in confined spaces may be required. The Contractor shall include the procedures to follow when working in these areas, and take the requirements of clause 2.4 into account in the prevention program.

Work in laboratories may be required. The Contractor shall consult the Departmental Representative to determine whether special procedures must be followed.

2. SPECIAL PROVISIONS

2.1 Padlocking

2.1.1 For any work on equipment powered by electricity or that could be activated accidentally, the Contractor shall provide and implement a written padlocking procedure and complete the Request for Electrical Isolation (ELF #13) form provided by the building manager.

Though not exhaustive, the following is a list of situations in which the form must be completed:

- Main building service feeders
- Feeder power panels and sub-panels
- Busbars (insulated)
- Motor control centres
- Emergency power circuits
- Fire alarm and fire protection systems
- Mechanical protection systems (sump pump, etc.)
- Alarm circuit for building services, particularly all heating, ventilation and air conditioning systems
- Circuits feeding several pieces of equipment
- Circuits feeding one piece of equipment used in a heating or cooling system

The Contractor shall duly complete the form and have it countersigned by the Departmental Representative before undertaking any work.

2.1.2 Notwithstanding the preceding paragraphs, in an emergency, the Contractor shall obtain oral confirmation of power shut-off and immediately thereafter record the request for isolation or electrical transfer in writing.

2.1.3 The procedure described in paragraph 2.1.1 must comply with the principles listed in the "Le cadenassage" pamphlet published by the *Association paritaire en santé et sécurité du secteur de la construction* (ASP Construction).

- 2.1.4 Supervisors and all workers concerned shall have passed ASP Construction's "Les techniques de cadenassage" course or an equivalent course given by another organization. (ASP Construction can be reached at 514 355-6190 or 1 800 361-6190.)
- 2.1.5 The Contractor must identify all situations involving work on live equipment in writing, and the preventive measures that will be taken, including personal protective equipment.

2.2 Work at heights

- 2.2.1 The Contractor must supply the equipment required to work at heights (e.g., ladders, stepladders, scaffolding, etc.).
- 2.2.2 The Contractor must ensure that any person carrying out work that poses a risk of falling more than 2.4 m uses fall protection equipment.
- 2.2.3 The Contractor must plan and organize work so as to eliminate danger at source or ensure collective protection, thereby minimizing the use of personal protective equipment. When personal fall protection is required, workers must use a safety harness that complies with CSA standard CAN/CSA Z-259.10 M90. A safety belt must not be used as fall protection.
- 2.2.4 Any protective equipment, tool or method that cannot be installed or used without compromising the health and safety of workers or the public is deemed to be inadequate for the work being carried out.
- 2.2.5 The use of safety harnesses is mandatory when working on all telescopic, articulating or rotating platform lifts.
- 2.2.6 The Contractor must mark off a danger area around any locations where equipment is used for work at heights.

2.3 Asbestos

Prior to starting work where asbestos dust is likely to be released, the Contractor must:

- 2.3.1 Provide a written procedure that takes into account all the items listed in section 3.23 of the *Quebec Safety Code for the Construction Industry S-2.1*, r.6.
- 2.3.2 Prove that all workers have received training on the risks related to asbestos and the procedure described above (ASP Construction, sec. 3.23.7).
- 2.3.3 Prove that all the materiel and equipment necessary to comply with the procedure and to carry out work safely is available.

2.4 Confined spaces

PWGSC is classifying and assessing all confined spaces on properties for which it is responsible. Confined spaces are divided into three classes: 1- low-risk, 2- medium-risk, 3- high-risk. An assessment is produced for each confined space. This report shows all the characteristics and entrance requirements of the confined space and will serve as a basis for the issuance of permits and the development of work procedures.

All confined spaces must be properly identified according to their classification. A signboard approved by PWGSC must be placed at the entrance of confined spaces or installed as close as possible to such spaces.

2.4.1 **Class 1**

Regarding all class 1 (low-risk) confined spaces, all persons involved shall have taken the basic training. Though it is not necessary to implement special work practices in low-risk confined spaces, the Contractor must implement methods that ensure the health and general safety of persons who must work in such spaces.

Before gaining access to confined spaces, the Contractor must inform the manager responsible for the workplace or the supervisor of the expected date and time of entry and exit.

Persons who have access to low-risk confined spaces must record the relevant information in the Confined Space Entry Log, i.e., all persons entering this class of confined space must record each entry and each exit.

2.4.2 **Class 2 and 3**

Regarding all class 2 and 3 confined spaces (medium- and high-risk), the following measures shall be strictly applied.

2.4.2.1 The Contractor's prevention program must include a written procedure that identifies:

- Required work tools;
- Instruments installed or to be installed in the confined space and measures to be taken for their installation, use, maintenance, protection and moving;
- Pipes and conduits entering the confined space;
- Risks and security measures to be taken depending on the work to be carried out;
- Contaminants that may be found in the confined space;
- Appropriate rescue methods and equipment as well as emergency measures.

- 2.4.2.2 The Contractor must complete an entry permit that shall be valid for the duration of a work shift and must take into account the information contained in the assessment report and special conditions related to the work to be carried out. A sample form shall be provided by the Departmental Representative. However, the Contractor may use its own form if it includes all the information that appears on the sample form.
- 2.4.2.3 The Contractor must complete a Hot Work Permit when the work to be carried out includes operations such as welding, cutting or any other activity that creates flames or sparks. This form shall be provided by the Departmental Representative.
- 2.4.2.4 All persons with access to a confined space shall have the following training certificates:
- Safety for work in PWGSC confined spaces (ASP Construction)
 - Workplace First Aid and CPR (organization recognized by the *Commission de la santé et de la sécurité du travail* (CSST))
 - Use of ventilating equipment (ASP Construction)
 - Use of safety harness (ASP Construction)
 - Use and maintenance of respiratory protection equipment (ASP Construction)
 - Gas detection equipment (ASP Construction)
- When the use of air adduction equipment or autonomous respirators is planned, thorough training in the preparation, maintenance and use of such equipment (manufacturer, supplier or recognized organization) is required.
- In remote areas where no local rescue or emergency response unit is available, the Contractor must designate persons who are capable of carrying out rescue operations in confined spaces. Rescuers designated by the Contractor must have relevant training in the use of rescue equipment.
- 2.4.2.5 All persons with access to a confined space shall present a medical certificate confirming that they are fit to work in a closed space. This certificate shall be valid for two years.
- 2.4.2.6 Employees who are required to work in sewage collection systems or other similar systems must be immunized against infectious diseases, in compliance with the immunization program prescribed by Health Canada, i.e., against diphtheria and tetanus.

- 2.4.2.7 Although it is required only in the above cases, anti-diphtheria-tetanus vaccination is strongly recommended for all work in confined spaces.
- 2.4.2.8 The Contractor shall establish emergency and rescue procedures in cooperation with municipal and ambulance services. These procedures, together with the relevant telephone numbers and the location of the nearest telephone, shall be conspicuously posted near the work area.
- 2.4.2.9 Prior to entry into a confined space, and every 15 minutes thereafter, the Contractor must take readings of oxygen concentration, flammable gases and all toxic gases likely to be present, in particular carbon monoxide and hydrogen sulphide. These readings must be recorded in a log, unless the detecting devices are equipped with an alarm and operate on a continuous basis. Detecting devices that are used must be calibrated and adjusted by a qualified person according to the manufacturer's specifications, so that the alarms comply with the limits set out on the permit.
- 2.4.2.10 The Contractor is responsible for providing and maintaining gas detecting devices. The Departmental Representative may at any time require the Contractor's devices to be checked for accuracy by a qualified person. In the event of failure of a detecting device, work must be suspended immediately and all workers must leave the confined space. In these circumstances, no claim for time lost shall be accepted.
- 2.4.2.11 If a detecting device alarm is activated, all workers must leave the confined space. The Contractor must then find the source of contamination, neutralize it, ventilate the confined space to eliminate contaminant residues and authorize access to the confined space only when concentrations of oxygen and other gases have returned to normal.
- 2.4.2.12 Compressed gas cylinders or welding equipment must not be brought into confined spaces. This equipment must remain outside and must not block entrances or exits; all cylinders must be properly secured.
- 2.4.2.13 Power tools and electrical devices used to gain access to confined spaces must be grounded and, when necessary, designed to be explosion-proof. All equipment must be connected to a ground fault interrupter outlet or step-down transformer. The Contractor must, at his own expense, hire a qualified electrician to adjust power receptacles and/or

circuit breakers the Contractor intends to use that do not meet these criteria.

- 2.4.2.14 The Contractor must provide a ventilation system to keep concentrations of contaminants below admissible limits.
- 2.4.2.15 The Contractor must put up signs to prevent unauthorized persons from entering the confined space.
- 2.4.2.16 When the noise level cannot be kept below 85 dB, the Contractor must provide all workers with ear protection adapted to the desired level of attenuation and the work to be carried out.
- 2.4.2.17 The Contractor must ensure that all workers wear the required personal protective equipment.
- 2.4.2.18 The Contractor must assign a competent person to assume the function of security guard. The security guard must:
- Be familiar with work procedures in confined spaces.
 - Ensure constant communication with all workers in the confined space. The instructions that are applied must be adapted to confined spaces. The Contractor must choose means of communication according to identified risks and other relevant factors, i.e., the protective equipment workers must wear, noise levels in confined spaces and surrounding areas, remoteness, lighting conditions, etc.
 - Be familiar with gas detecting devices and ensure that they are operating properly throughout the duration of the work.
 - Be familiar with auxiliary ventilation systems and ensure that they are operating properly throughout the duration of the work.
 - Be familiar with emergency procedures.
 - Ensure that:
 - ✓ All workers who enter the confined space adhere to the Contractor's work procedures;
 - ✓ The working conditions and the environment inside the confined space are in no way detrimental to workers' health and safety.
- 2.4.2.19 The security guard must be posted at the entrance of the confined space at all times and must not leave that post as long as there is a worker inside the confined space.

- 2.4.2.20 The Contractor must designate a person to be in charge of confined space safety. This person must be present on the job site at all times.
- 2.4.2.21 The same person may not act as a security guard and be responsible for the safety of confined spaces unless all requirements of both functions can be met.

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 "Hot Work Permit" (see PWGSC Elf form 102 provided under separate cover) 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. The standard can be found at the following address:
http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/301/page00.shtml
- 2.5.4 A working fire extinguisher appropriate to the fire hazard shall be available and readily accessible within five (5) metres of any flame, sparks or intense heat.
- 2.5.5 A person shall be designated to conduct fire checks for at least thirty (30) minutes after the end of the shift. The person who does the checks shall countersign the permit and give it to the building technical authority (or a designated representative) after the thirty (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 work sites shall have a collar designed to protect the valve.

Refilling of cylinders on work sites is not permitted unless a procedure complying with standard CAN/CSA B149.2 is approved and authorized by the building technical authority.

2.5.7 Welding and cutting:

Note: For welding and cutting work, the following conditions shall 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).

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

http://www.hrsdc.gc.ca/eng/labour/fire_protection/policies_standards/commissioner/302/page00.shtml

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

- Store compressed gas cylinders on a fireproof surface and ensure that the room is well ventilated.
- Store oxygen cylinders at least 6 metres away from cylinders containing flammable gas (e.g., acetylene) or such combustible materials as oil and grease unless they are separated by a wall made of non-combustible material, as specified in section 3.13.4 of the *Safety Code for the construction industry*, S-2.1, r. 6.
- Put fireproof cloths in place when overhead welding is being done and there is a risk of falling sparks.
- Store cylinders away from heat sources.
- Do not store cylinders near stairs, exits, corridors or elevators.
- 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 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 the electric welding equipment are not damaged.
- Place the welding equipment on a flat surface protected from the weather.
- Remove or protect combustible materials that may be near the welding site.
- 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.

2.6 Scaffolding

2.6.1 Footings

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

- A guardrail shall be installed on every platform.
- Cross-bracing shall not be considered guardrails.
- On scaffolding four (4) sections (or 6 m) high or higher that require full platforms, guardrails shall be installed on all such platforms at the start of work and remain in place until completion of the work.

2.6.6 Access

- The contractor shall ensure that access to scaffolding does not compromise worker safety.
- Where the scaffolding platforms are made up of planks, ladders shall be installed so as to ensure that any 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 (6) or more sets of uprights that are six (6) sections (or 9 m) high or higher.

2.6.7 Protection of the public and occupants

- The contractor shall 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 (6) or more sets of uprights that are six (6) sections (or 9 m) high or higher.

APPENDIX "A"

BASIS OF PAYMENT

GENERAL

Hours worked must be recorded on time sheets. A work order indicating hours worked must be submitted to the Departmental Representative for approval and will serve as a valid document for invoice verification.

The Department is not bound to use the services, in whole or in part, of the Contractor.

1.0 Invoicing - payment

Invoicing shall be by work order.

Payments shall be made following receipt of invoices.

Reimbursement for parts supplied by the Contractor shall be as follows:

- ^ Upon the request of the Departmental Representative, following presentation of supplier's original invoice.
- ^ Addition of the percentage (%) set out in the bid (table of unit costs for services).
- ^ Authorization from the Departmental Representative is required for purchases of materiel.

2.0 Extension

There will be three (3) optional years.

3.0 Insurance

See general conditions.

4.0 CSST

A CSST certificate must be presented at the start of the contract.

5.0 List of Canadian Statutory Holidays

Statutory holidays are the ones prescribed by the Quebec Ministry of Labour



Government
of Canada

Gouvernement
du Canada



Contract Number / Numéro du contrat

EF944-15-0335

Security Classification / Classification de sécurité
UNCLASSIFIED

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		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 Service Électriques		
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"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	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"/>



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EF944-15-0335

Security Classification / Classification de sécurité
UNCLASSIFIED

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? ☒ No ☐ Yes
Non ☐ Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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 ☐ Yes
Non ☐ 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
COTE 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 ☐ Yes
Non ☐ Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À 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 ☐ Yes
Non ☐ 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 ☐ Yes
Non ☐ 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	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
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 ☐ Yes
Non 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 ☐ Yes
Non 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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Boucher, Annie

Title - Titre

Agente des Immeubles et
des Installations

Signature

Telephone No. - N° de téléphone

514-496-3556

Facsimile No. - N° de télécopieur

514-496-3522

E-mail address - Adresse courriel

annie.boucher@pwgsc.gc.ca

Date

2014/05/23

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Emard, Jocelyne

Title - Titre

SO

Signature

Telephone No. - N° de téléphone

514-496-3586

Facsimile No. - N° de télécopieur

514-496-3301

E-mail address - Adresse courriel

jocelyne.emard@pwgsc.gc.ca

Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐ No
☐ Non

☐ Yes
☐ Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name

Paul Lepinski

Signature

Teleph

Agent à la Sécurité des contrats | Contract Security Officer

Secteur de la Sécurité industrielle | Industrial Security Sector

Paul.Lepinski@tpsgc-pwgsc.gc.ca

Téléphone : 613 957-1294

ress - Adresse courriel

Date

02-JUN-2014