



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300

Montréal
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

THERE IS A SECURITY REQUIREMENT ASSOCIATED
WITH THIS REQUIREMENT

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest
7e étage, suite 7300

Montréal
Québec

H5A 1L6

Title - Sujet SO 715 Peel/Longueuil/St-Hyacinthe	
Solicitation No. - N° de l'invitation EF944-183141/A	Date 2018-06-22
Client Reference No. - N° de référence du client R.004236.001	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-460-14930
File No. - N° de dossier MTC-7-40410 (460)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-07	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Cossette Fontaine, Jessica	Buyer Id - Id de l'acheteur mtc460
Telephone No. - N° de téléphone (514)603-6205 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PL.BONAVENTURE,PORTAIL S-E,BUR.7300 800 RUE DE LA GAUCHETIERE O. MONTREAL Québec H5A1L6 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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R.004236.001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-7-40410

Buyer ID - Id de l'acheteur
MTC460
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the mandatory criteria, Insurance Requirements, Security requirements check list, the Electronic Payment Instruments and any other annexes.

1.2 Summary

Public Works and Government services Canada (PWGSC) invite contractors in installation, maintenance and repairs of garage doors to submit proposals for Regional Individual Standing Offers for three federal buildings located at 715 Peel (Montreal), 1001 St-Laurent (Longueuil) and 3600 Casavant (St-Hyacinthe). PWGSC intend to allow not more than three (3) standing offers constituting the following three zones:

- Zone 1 (Montréal – 715 Peel)
- Zone 2 (Longueuil – 1001 St-Laurent)
- Zone 3 (St-Hyacinthe – 3600 Casavant)

The period of standing offers is two (2) years from the date of issuance, assorted with three (3) optional extension periods of one (1) year each.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European

Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required 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 comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;

- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. 

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

For reference purposes, the Contractor must provide the names of two (2) buildings where they have installed or carried out preventive maintenance on commercial garage doors in the past three (3) years. Offerors must meet the mandatory criteria in accordance with the Annex C.

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the

request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror 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/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex E;
 - b. Industrial Security Manual (Latest Edition).

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer (filled at the award)

The period for making call-ups against the Standing Offer is from _____ to _____.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) period of one (1) year each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Angelina Spina
Title: Procurement officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 800 de la Gauchetiere West
South-West Portal, suite 7300
Montreal, Quebec, H5A 1L6
Telephone: 514-703-4764
Facsimile: 514-496-3822
E-mail address: angelina.spina@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority (filled at the award)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____

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File No. - N° du dossier
MTC-7-40410

Buyer ID - Id de l'acheteur
MTC460
CCC No./N° CCC - FMS No./N° VME

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

7.5.3 Offeror's Representative (filled at the award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government services Canada (PWGSC).

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 15,000.00 (Applicable Taxes included).

7.11 Financial Limitation (filled at the award)

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C, General conditions: Services (medium complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Mandatory criteria
- h) Annex D, Insurance Requirements
- i) Annex E, Security Requirements Check List;
- j) Annex F, the Electronic Payment Instruments
- k) the Offeror's offer dated (filled at the award)

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.14 Applicable Laws (filled at the award)

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment : Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. (insert the amount at contract award) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75% committed, or
 - b) four months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

7.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

7.5.5 Electronic Payment of Invoices – Call-up (filled at the award)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:

The original must be forwarded to the following addresses for certification and payment:

Zone 1 – Building 715 Peel :
PWGSC – att. Josée L'heureux
715 Peel, Montreal, QC, H3C 4L7

Zone 2 – Building 1001 St-Laurent :
PWGSC – att. Céline Périard
800 de la Gauchetière West
Suite 7300 Montreal Qc H5A 1L6

Zone 3 – Building 3600 Casavant :
PWGSC – att. Céline Périard
800 de la Gauchetière West
Suite 7300 Montreal Qc H5A 1L6

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



Technical Services and Maintenance

Specifications

FEDERAL BUILDINGS

**1001 ST-LAURENT WEST (Health Canada)
LONGUEUIL, QUEBEC
J4K 1C7**

**715 PEEL (Various Departments)
MONTREAL, QUEBEC
H3C 1B2**

**3600 Casavant,
St-Hyacinthe Québec
H3C 1B2**

**Standing Offer
Garage Door Contractor Services**

**Technical and Maintenance Services
Centre of Expertise | Professional and Technical Services
PWGSC | Quebec Region**

February 2018



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1	Specifications	6
2	General Security	12

END OF SECTION

SECTION 1 - SPECIFICATIONS

1. General
2. Scope of Work
3. Labour
4. Hourly Rate
5. Materials
6. Hours of Work, Security
7. Working Conditions
8. Building Manager
9. Site Security
10. Personal Protection and Protection of Property
11. Fire Protection
12. Cooperation
13. Worksheet
14. Cleaning

SECTION 2 – GENERAL SECURITY

1. General Clauses
2. Specific Clauses

END OF SECTION

1. GENERAL

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

2. SCOPE OF WORK

2.1 General

- 2.1.1 The Contractor shall provide labour at the rates indicated in the price table in Schedule "A" and shall provide all the tools needed to perform the tasks described in 2.2 below related to the building.
- 2.1.2 Materials may be provided by the building technical officer, or the Contractor may be requested to provide materials. The Contractor will be reimbursed for materials in accordance with the terms of Section 6 of these specifications.
- 2.1.3 The Contractor must respond to routine service requests within three hours of receiving the notice sent by the building technical officer. In an emergency, the response time must not exceed one hour.
- 2.1.4 Services must not be provided unless a service request has been made.

2.2 Work likely to be requested

2.2.1 Installation and Repair Service:

The Contractor may be mandated to provide install, replace, lubricate, adjust and/or repair garage doors, accessories and buildings. The list below includes, but is not limited to, the following major components:

- Curved rails
- Guide rail supports
- Balancing springs
- Galvanized steel top roller guides
- Roller supports, hinges and cables
- Rollers
- Weatherstripping
- Chain pulley
- Limit switches
- Controls, motors, remote controls and relays
- Any other components

2.2.2 Preventive Maintenance Services:

The Contractor may be mandated to carry out various maintenance work in order to preserve the integrity and operation of garage doors at an acceptable and safe level. This maintenance may include, but is not limited to, the following maintenance tasks:

- Check the operation of the doorstop at different stages: at intermediate stages, ensure that all mechanical and electrical safety components

function properly (i.e. photoelectric cell, brake, stop switches, push buttons, ramps, etc.);

- Ensure that the motor does not overheat, that it does not vibrate excessively and that it does not make any abnormal noises;
- Ensure that the contact detectors are clean and replace them as required;
- Ensure the solidity of the wiring and connections, clean as required;
- Clean motor, gear box and chain, clean as required;
- Check whether the signal and lights are operational, replace as required;
- Check manual operation of the break release and the manual motor disengagement, and whether the chain and sprockets work properly;
- Check condition of door;
- Check whether the locking devices and limit stops are working properly;
- Check condition of bars, grease as required;
- Check for wear, winding, broken wires in the lifting cables;
- Check lifting cables' anchor points for solidity, repair or replace as required;
- Check rollers, roller brackets, hinges and lattices for solidity, repair or replace as required;
- Clean and grease all roller cushions as required;
- Check guide assembly, fasteners and hangers, for solidity;
- Check torsion springs for appropriate seal, adjustment and tightness;
- Check condition of belt, adjust or repair if required, if necessary;
- Check condition of feed chain, adjust, repair and grease as required, if necessary;
- Check all pulleys for alignment;
- Check whether the counterweights and pins are worn or damaged.
- Check seals and weatherstripping;
- Check the door's cushions.

2.2.3 Tools

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

3. LABOUR

- 3.1 Only qualified staff with the appropriate certification will be allowed to perform the electrical work.
- 3.2 The Contractor will supervise its employees to ensure that their conduct is 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 Authority reserves the right to refuse access and insist on the replacement of any person he or she deems to display unacceptable behaviour.
- 3.4 The Building Technical Authority will make available to the Contractor a person to provide guidance as needed during the work period.
- 3.5 The Contractor will assume full liability for any omissions, breakage, incompetence or involvement of its staff.

4. HOURLY RATES

- 4.1 Hourly rates for hours worked on site must include:
 - a. Labour including supervision, allowances, certification fees and liability insurance;
 - b. Travel time to the site;
 - c. All transportation expenses (e.g. gasoline, mileage, parking, vehicles, etc.)
 - d. Tools;
 - e. Ladders, scaffolding, lifting equipment (when required)
 - f. Overhead and profit;
 - g. Any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour;

5. MATERIAL

- 5.1 Material shall be reimbursed at net cost, as supported by invoices, plus the mark-up as established in the pricing table in this offer. "Net cost" means amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any discounts received by the Offeror. The Offeror's mark-up on material covers overheads, profit, and all other expenses.
- 5.2 The material provided must be genuine, new and free of any defects. Replacement parts shall come from the equipment manufacturers. Where it is impossible to obtain authentic replacement parts or materials, the Contractor shall use parts or materials equal in quality to or better than the original parts or equipment; substitutes shall be approved by the Department or its representative.

6. HOURS OF WORK, SECURITY

"Completed work shall be billed according to the Price Table as in Appendix "A" as follows:

- 7:00 a.m. to 4:00 p.m., Monday to Friday: day rate;
- 4:00 p.m. to 1:00 a.m., Monday to Friday: evening rate;
- 1:00 a.m. to 7:00 a.m., Monday to Friday, weekends and statutory holidays.

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

7. WORKING CONDITIONS

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

8. BUILDING MANAGER

The building manager and Building Technical Authority are the only persons authorized to sign invoices and purchase forms for materials.

9. SITE SECURITY

- 9.1 The Contractor and representatives of the Contractor's firm must comply with the building security rules.
- 9.2 The Contractor will provide directives, notices and signs to inform the Building Technical Authority and the building occupants of the work being done.
- 9.3 Materials shall be delivered to the place designated by the technical officer. The Contractor's representatives must clear that place upon receipt of materials unless otherwise authorized by the Building Technical Authority.

- 9.4 The Contractor or its representatives must sign in and out at the place designated by the Building Technical Authority or his or her authorized representative. They must indicate the time in and time out and state the reasons for the visit.

10. PERSONAL PROTECTION AND PROTECTION OF PROPERTY

- 10.1 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.
- 10.2 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.
- 10.3 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.

11. FIRE PROTECTION

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

12. COOPERATION

- 12.1 The Contractor shall cooperate with other Contractors and/or employees of the Department.
- 12.2 The Contractor shall take all necessary measures with the Building Technical Authority before starting the work.
- 12.3 The Contractor shall telephone the Building Technical Authority upon arriving at the site, when leaving the site for any reason and when leaving the site once the work is complete.

13. WORKSHEET

- 13.1 After each repair or service call, provide two (2) copies of a worksheet accompanied by documentation for the replacement parts. The worksheet shall identify the work performed, the parts replaced and/or repaired, and the number of hours worked by each individual assigned to the job. The Contractor shall submit separate worksheets for maintenance jobs and repair jobs. 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.
- 13.2 The Building Technical Authority will keep a copy signed by the Contractor. The second copy will remain the property of the Contractor.
- 13.3 When the Building Technical Authority is not on site, the Contractor must subsequently send the Officer a copy of the worksheet signed by the authorized representative on duty.
- 13.4 PWGSC must have received the worksheet(s) before paying the invoice.

14. CLEAN-UP

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

END OF SECTION

1. GENERAL SAFETY**.1 GENERAL CLAUSES**

- .1 By accepting the resulting contract, the Contractor agrees to assume all of the responsibilities normally assigned to the Principal Contractor and the Employer under the Act respecting occupational health and safety and to supervise the work.
- .2 The Contractor must manage its activities so as to ensure that the health and safety of its employees and the occupants of the building or facility and the public and the protection of the environment always take precedence over cost and scheduling concerns. Further, the Contractor shall meet all of the requirements of these Specifications.
- .3 The Contractor shall comply at all times with the provisions of the Act respecting occupational health and safety, the Safety Code for the construction industry and the Regulation respecting occupational health and safety where they apply.
- .4 The Contractor shall perform all work in accordance with the latest editions of the National Fire Code of Canada, the National Building Code of Canada and the Canadian Electrical Code and any other applicable codes or standards..
- .5 The Contractor shall submit to the technical officer a prevention program specific to any activities the Contractor is likely to carry out in the building at least (10) days prior to the start of work. The Contractor shall thereafter update the prevention program if the work proceeds differently than initially planned. The Building Technical Authority may, after receiving the Contractor's program and at any time during the work, require that the program be modified or expanded to better reflect the actual situation in the work area. The Contractor must make any such required corrections before starting the work.

The program must be based on the risks identified and must take into account the information and requirements contained in these Specifications. The program shall remain in force throughout the term of the Contract and must satisfy the following requirements:

- Include the company's policy on health and safety;
 - Include an organization chart of health and safety responsibilities;
 - Identify the risks specific to each category of task to be performed in execution of the Contract and the corresponding preventive measures, based on regulatory requirements;
 - Identify the person responsible for applying the preventive measures;
 - Take into account risks that may affect the health and safety of workers, occupants of the building or facility and the public;
 - Include first aid and emergency response standards;
 - Include a procedure in case of accident;
 - Include a worksite inspection checklist based on the content of the risk identification;
 - Include any repair tasks that may be assigned under this Contract;
 - Include a written undertaking from all parties to adhere to the prevention program..
- .6 In addition to the program specified in the previous section, in all cases where the work to be performed constitutes a construction site within the meaning of the Act respecting occupational health and safety, R.S.Q., c. S-2.1, the Contractor must prepare and submit to the Building Technical Authority a prevention program tailored to the work to be carried out, which must also be forwarded to the CNESST and the Association

paritaire pour la santé et la sécurité du travail, in accordance with section 198 of the Act. All the requirements related to that program are the same as the requirements listed in the previous section.

- .7 For all cases where the work to be performed is in a construction site within the meaning of the Act respecting occupational health and safety R.S.Q., c. S-2.1, a notice of opening of an establishment must be sent to the CNESST before the beginning of work and a copy must be forwarded to the Building Technical Authority. A copy of this notice must be clearly posted on the site. When the site is closed, the notice of closing of a construction site must be submitted to the CNESST with a copy to the Building Technical Authority.
- .8 The Contractor must submit the following documents to the Building Technical Authority:
 - A copy of the training certificates required for application of these specifications and safe planning of the work (for example, general health and safety for construction sites, asbestos, lockout procedures, first aid, etc.);
 - A copy of the safety data sheet for every controlled product used on the worksite, at least three days before the product is used;
 - Confirmation of the medical examinations of its supervisory employees and all employees. Where a medical examination is required under a statute, regulations, a directive, specifications or an accident prevention program. The Contractor shall thereafter promptly submit confirmations of medical exams for all persons new to the worksite;
 - A copy, signed and sealed by an engineer of all the plans and compliance certificates required under the Safety Code for the Construction Industry (S-2.1, r. 4), any other statute or regulation, or any other clause of the specifications or the contract. A copy of these documents must also be sent to the CNESST and be available on the work site at all times;
 - A mechanical inspection certificate for the machinery used to perform the work. (e.g. elevating platforms);
 - An investigation report, within 24 hours following any accident that results in an injury or incident that brings to light a potential hazard;
 - A copy, within 24 hours, of any inspection report, notice of correction or recommendations issued by federal or provincial inspectors.
- .9 The Contractor shall ensure that the material, equipment, tools and protective devices used to carry out the work are maintained and kept in good condition. Equipment, tools or protection equipment 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 to be performed. The Technical Authority reserves the right to prohibit the use of equipment or tools deemed dangerous, defective or inappropriate.
- .10 The Contractor must ensure that its employees have received the training and information needed to perform their tasks safely and that all the necessary tools and protective devices are available, comply with the applicable standards, statutes and regulations and are used.
- .11 The Contractor must take such measures as are needed to enforce and ensure compliance with the health and safety requirements set out in the contract documents, provincial regulations, applicable standards and the prevention program specific to the

work and to comply promptly with any order or notice of correction issued by the Commission de la santé et de la sécurité du travail (CSST).

Regardless of the number of workers assigned to the work, the Contractor must designate a person to act as workplace health and safety officer and give that person the authority to order work stopped or resumed when the person deems such action necessary for health and safety reasons.

- .12 Without limiting the scope of the preceding paragraph, the Building Technical Authority may at any time order that work be stopped if he or she believes there is a hazard or risk to the health and safety of the employees assigned to the work, of the public or of the environment.

The Contractor shall take all measures necessary to ensure effective communication of health and safety-related information. When they arrive on the premises, all workers must be informed of any special features of the prevention program, their obligations and their rights. It must keep and update a log in which it has entered the information given to the workers and the signatures of all the workers who received this information.

The Contractor must inform its workers that they have the right to refuse any work which might constitute a hazard to their health or safety.

- .13 The Contractor shall inspect the work site and submit a duly completed work site inspection sheet to the Building Technical Authority every working day or at an interval determined with the Building Technical Authority on the call-up form.
- .14 The Contractor shall promptly take such measures as are needed to correct instances of non-compliance with statutes and regulations and hazardous situations identified by a government inspector, the Building Technical Authority or the PSPC health and safety coordinator or in the course of a periodic inspection. Submit to the Building Technical Authority written confirmation of any measures taken to correct violations and hazardous situations.
- .15 The Contractor agrees to comply with first aid and emergency response standards in accordance with the applicable policies and regulations and any other clause of the specifications.
- .16 The Contractor shall review the building and facility evacuation procedure and provide its employees with the training and information they need to apply the procedure.
- .17 For all cases in which the work constitutes a construction site as defined in the Act respecting occupational health and safety, R.S.Q., c. S-2.1, a representative of the Contractor with decision-making authority will attend all meetings at which occupational health and safety is discussed involving a construction site. The Contractor must set up a work site committee and hold meetings in compliance with the requirements of the Safety Code for the Construction Industry, S-2.1, r. 4.
- .18 For all cases in which the work constitutes a construction site as defined in the Act respecting occupational health and safety, R.S.Q., c. S-2.1, the following information and documents must be posted in an area that workers can access easily:
- Notice of opening of the construction site;
 - Identification of Principal Contractor;
 - Company's health and safety policy;
 - Site-specific prevention program;
 - Emergency plan;

- Safety data sheets for all controlled products used on the work site;
 - Minutes of worksite committee meetings;
 - Names of worksite committee representatives;
 - Names of the first aid attendants;
 - Action reports and correction notices issued by the CNESST.
- .19 The Contractor must mark off and control access to the work area and install barricades as needed.
- .20 The Contractor must take all necessary measures to keep the workplace clean and orderly throughout the work and must ensure that, at the end of each work day, the workplace is free of any hazards.
- .21 Where a worker works alone in an isolated place where it is impossible to ask for assistance, the Contractor shall identify the risks related to the situation and provide the Building Technical Authority with a procedure for preventing those risks and quickly getting help in an emergency.
- .22 Where a hazard not identified in the Specifications arises as a result of or in the course of the work, the Contractor shall stop work immediately, implement temporary protective measures for workers and the public, and notify the Building Technical Authority orally and in writing. The Contractor shall then submit the necessary changes for approval before proceeding with the prevention program to ensure that work can resume safely.
- .23 In the event of an incident, the Contractor shall take such measures as are needed, including stoppage of work, to ensure the health and safety of workers and the public and shall contact the Building Technical Authority promptly.
- .24 Sealing guns and other cartridge devices shall not be used without authorization from the Building Technical Authority.
- The above notwithstanding:
- Every person who uses a sealing gun shall have a training certificate and shall meet all the requirements set out in section 7 of the Safety Code for the construction industry (S-2.1, r. 4);
 - Every cartridge device shall be used in accordance with the manufacturer's instructions and the applicable standards and regulations.
- .25 On the worksite, the Contractor shall consider the following conditions in developing a safe work plan:
- If the Contractor is asked to carry out work where asbestos dust is likely to be released, the Contractor shall comply with the requirements of section 3.23 of the Safety Code

for the construction industry, the Act respecting occupational health and safety (R.S.Q., c. S-2.1).

If the Contractor is asked to do roofing work, the Contractor shall indicate in its prevention program the measures to be taken to prevent falls.

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

If the Contractor is asked to do work at heights in the building, the Contractor shall indicate in its prevention program the measures to be taken for work at heights.

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

If the Contractor is asked to do work in confined spaces, the Contractor shall include in its prevention program the measures it intends to take when working in these areas, and take into account the requirements of section 3.21 of the Safety Code for the Construction Industry, the Act Respecting Occupational Health and Safety, (R.S.Q., c. S-2.1).

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

2. SPECIFIC CLAUSES

.1 Lock-out

- .1 Whenever work is being done on electrically powered equipment or equipment powered by any other source of energy, the Contractor shall convey a lock-out procedure to the Departmental Representative and implement it.
- .2 The supervisory personnel and all the workers involved or affected by the work for which the lock-out is required must have received training on the lock-out provided by a recognized entity; the Contractor must send the certificates for this training to the Departmental Representative.
- .3 Before undertaking a lock-out operation on equipment in an occupied site, the Contractor shall coordinate its work with the site representative if the power cut-off could have an effect on site operations or on the occupants.
- .4 Before undertaking a lock-out operation on equipment, the Contractor shall obtain from the site representative all the information necessary to identify the closure points for the equipment to be subjected to lock-out, check this information, perform the lock-out and then conduct "Zero-Energy" testing before doing the work.
- .5 The Contractor must complete the Lock-out form supplied by the site representative, where applicable.

2. Work of an electrical nature
 - .1 The Contractor shall ensure that all work of an electrical nature is performed by qualified employees under provincial regulations on professional training and qualification.
 - .2 Any work on electrical equipment must be done with the power turned off, unless it is not possible to completely disconnect this equipment.
 - .3 The Contractor must comply with all the requirements in the "Lock-out" paragraph in this section.
 - .4 The Contractor shall notify the Departmental Representative in writing regarding any work that must be done on live equipment. It must demonstrate to the Departmental Representative that the work would be impossible to do with the power turned off and supply all the information needed to complete and obtain a live-line work permit (method of work, assessment of the electrical arc level, flash protection boundary, protection equipment, etc.) before starting the work.
 - .5 The live-line work permit must, at a minimum, contain the following:
 - Description of the circuit, the equipment and location;
 - Justification for the need to do live-line work;
 - Description of the work safety practices to be used
 - Conclusions of the shock hazard analysis;
 - Definition of the shock protection boundary;
 - Conclusions of the flash hazard analysis;
 - Description of the flash protection boundary;
 - Description of the personal protection equipment required;
 - Description of the methods to be used for restricting access to unqualified persons;
 - Proof that an information session has been held;
 - Approval signature for the live-line work (by a person in authority or the owner).
 - .6 If due to the operational needs of the site occupants, the Contractor has to do live-line work, it must obtain all the information necessary to complete a live-line work permit (method of work, assessment of the electrical arc level, flash protection boundary, protection equipment, etc.) and have it signed by the site representative designated by the Departmental Representative before the start of the work.
 - .7 In addition to the requirements indicated in the paragraphs above, the Contractor shall comply with the requirements of standard CSA Z462, *Workplace Electrical Safety Standard*.
- .3 Fall risk prevention
 - .1 The Contractor shall provide the equipment needed to work at heights (e.g. ladders, stepladders, elevating platforms, scaffolding).

- .2 Anyone who uses an elevating platform (scissor lift, or telescoping, articulated or rotating elevating platform. etc.) must have received training to do so.
- .3 Workers shall wear a safety harness on all elevating, telescoping, articulated or rotating platforms.
- .4 A danger zone must be identified around any elevating platform.
- .5 Any opening in a platform or in a roof must be surrounded by a guardrail or blocked with a cover attached to the platform and strong enough to withstand the loads to which it will be subjected, regardless of the dimensions of this opening and the height of the fall that would ensue from it.
- .6 Anyone working less than two metres from a location presenting the risk of a fall three metres or over must use a safety harness in compliance with the regulatory requirements, unless there is a guardrail or some other element offering an equivalent level of safety.
- .7 Notwithstanding regulatory requirements, the Departmental Representative may order the installation of guardrails or the use of safety harnesses for certain particular situations presenting the risk of a fall of less than three metres.

The Departmental Representative may also order the installation of a guardrail or the use of safety harnesses for certain temporary installations presenting the risk of a fall of less than three metres.

.4 Asbestos

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

- .1 Provide a written procedure covering all of the items listed in section 3.23 of the Safety code for the construction industry S-2.1, r-4.
- .2 Show that all workers concerned have been trained in asbestos hazards and the procedure described above (ASP Construction) (s. 3.23.7).
- .3 Show that it has in hand all the equipment needed to comply with the procedure and safely perform the work.

.5 Special conditions for confined spaces

- .1 For each confined space to which the Contractor must have access, the Contractor must include in its prevention program a written procedure identifying the following:
 - The tools needed to perform the work.
 - The equipment installed or to be installed in the enclosed space and the measures to be taken to install, use, maintain, protect or move that equipment.
 - Pipes and conduit entering the enclosed space.
 - Risks and the safety measures to be taken depending on the work to be performed;
 - Contaminants that might be encountered in the confined space;
 - Appropriate rescue methods and equipment and emergency measures.

- .2 The Contractor must complete an access permit for any entry into a confined space. It must convey a copy of its initially filled-out permit beforehand to the Building Authority, who may request that it be changed if the contents are not complete. The permit is valid for an entire shift and shall take into account the information in the evaluation report and the specific conditions of the work to be performed.
- .3 The Contractor must complete a Hot Work permit issued by the Building Authority where the work to be performed includes welding, cutting or any other activity that produces a flame or sparks.
- .4 All persons who have access to a confined space, including the Custodian, shall hold the following training certificates:
 - PSPC safety for work in enclosed spaces (ASP Construction or equivalent course)
 - Occupational first aid and CPR (organization recognized by the CNESST)
 - Use of ventilation devices (ASP Construction or equivalent course)
 - Use of safety harnesses (ASP Construction or equivalent course)
 - Use and maintenance of respiratory protection devices (ASP Construction or equivalent course)
 - Gas detection devices (ASP Construction or equivalent course).
 - Where supplied-air devices or self-contained respirators are to be used, full training in the preparation, maintenance and use of the devices (manufacturer, supplier or recognized organization).
 - In remote areas where there is no local emergency response unit, the Contractor shall designate persons to carry out rescue operations in confined spaces. The rescuers designated by the Contractor shall complete relevant training in the use of rescue equipment.
- .5 Anyone who has to use a supplied air respirator must present a medical certificate which confirms their ability to use this sort of device. This certificate will be valid for a term of two (2) years.
- .6 Employees required to work in sewage collection systems or similar systems shall be vaccinated against infectious diseases, that is, against diphtheria and tetanus, in accordance with the immunization program prescribed by Health Canada, and for work at the Correctional Service Canada, against hepatitis "B".
- .7 Vaccination against diphtheria and tetanus is strongly recommended for work in confined spaces.
- .8 The Contractor shall establish an emergency and rescue procedure with municipal and ambulance services. The procedure, telephone numbers and location of the nearest telephone shall be clearly posted near the work location.
- .9 Before entering the confined space and continuously thereafter, the Contractor shall take readings of the concentration of oxygen, flammable gases and any toxic gases likely to be present, in particular carbon monoxide and hydrogen sulphide, and make sure that no one enters the confined spaces if the gas concentrations are not within regulatory limits. The readings must be recorded in the entry permit.

The detection devices used shall be calibrated and adjusted by a qualified person in accordance with the manufacturer's instructions so that the alarms comply with the limits set out in the permit.

- .10 The Contractor shall supply its own gas detection devices and keep them in working order. The Departmental Representative may have the Contractor's devices checked for accuracy by a qualified person at any time. If a detection device fails to comply, work must be stopped immediately, and all workers must exit the enclosed space. Where that occurs, no claim for lost time will be accepted.
- .11 If the alarm on a detection device sounds, all workers shall leave the confined space. The Contractor must then determine the source of the contamination, neutralize it and ventilate the confined space in order to eliminate any remaining contaminant and keep individuals out of the confined space until the oxygen and gas levels have returned to normal.
- .12 Compressed gas cylinders and welding machines shall not be taken into confined spaces. Such equipment shall remain outside and shall not block any entrance or exit. All cylinders shall be properly secured.
- .13 Electric tools and devices used to access confined spaces shall be grounded and, if necessary, designed to be explosion-proof. All equipment shall be connected to a ground fault interrupter or step-down transformer. The Contractor shall, at its own expense, have a qualified electrician modify any power outlets and/or circuit breakers it plans to use which do not meet these criteria.
- .14 The Contractor shall provide a ventilation system in order to keep the contaminant levels below the allowable limits.
- .15 The Contractor shall post signs to stop unauthorized persons from entering the confined space.
- .16 Where it is impossible to keep the noise level below 85 dB, the Contractor shall provide all workers with ear protectors appropriate to the desired level of attenuation and the work to be performed.
- .17 The Contractor must ensure that all workers wear the required personal protective equipment.
- .18 The Contractor must assign a qualified person to act as a safety watcher. The safety watcher must:
 - Be familiar with the procedure for working in enclosed spaces.
 - Ensure constant communication with all employees working in a confined space. The instructions applied shall be adapted to confined spaces. The Contractor shall select means of communication taking into account the identified hazards and other pertinent factors, that is, the protective equipment workers are required to wear, noise levels in and near confined spaces, remoteness, lighting conditions, etc.
 - Be familiar with the gas detection devices and ensure that they are in working order throughout the performance of the work;
 - Be familiar with the back-up ventilation systems and ensure that they are functioning properly throughout the work period.

- Be familiar with emergency procedures.
 - Ensure that:
 - All workers entering the confined space observe the Contractor's work procedure.
 - Working conditions and the work environment inside the confined space are not detrimental to the workers' health and safety.
 - .19 The custodian shall remain at the entrance to the confined space as long as there is a worker in the space.
 - .20 The Contractor shall designate a person to be in charge of safety in confined spaces. This person shall be on site at all times.
 - .21 The same person may not serve as custodian and confined spaces safety officer unless he or she is able to meet the requirements of both positions.
- .6 Hot work
- .1 Hot work means any work that involves the use of an open flame or which may produce heat or sparks, such as the following work: riveting, welding, cutting, grinding, milling, burning and heating, etc.
 - .2 At the start of each work shift and for each sector, the Contractor must obtain a "Hot Work permit" issued by the Building Authority.
 - .3 A working handheld extinguisher appropriate to the fire hazard shall be available and readily accessible within a 5-metre radius of any flame or source of sparks or intense heat.
 - .4 The Contractor must designate a person to continuously monitor fire risks for a minimum period of one hour after the end of any hot work. This person must sign the section of the permit designated for this purpose and give it to the Building Authority after that hour has elapsed.
- .7 Welding and cutting
- In addition to the conditions set out in the preceding paragraphs, the Contractor must comply with the following requirements:
- Welding and cutting must be performed in accordance with the requirements set out in the *Safety Code for the Construction Industry, S-2.1, r.4.* and the CSA standard *W117.2 Safety in Welding, Cutting and Allied Processes.*
 - Suspend any activity that produces gases, vapours or flammable or combustible dust in the proximity of welding or cutting work.
 - Store compressed gas cylinders on a fireproof surface and ensure that the room is well ventilated.
 - Store compressed gas cylinders at least six meters 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.4.*
 - Store cylinders far from any heat source.

- Do not store cylinders near stairs, exits, hallways 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.
- Install flame-retardant sheet metal where welding is being done overhead or there is a risk of falling sparks.
- Remove or protect flammable or combustible materials located 15 metres or closer to the welding work.
- Never weld or cut on closed containers.
- 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 or residue unless:
 - Air samples have been taken, indicating that the work can be done safely, or
 - Measures have been taken to ensure worker safety.

END OF SECTION

Annex B – Basis of payment

INSTRUCTIONS

1. Complete basis of payment form corresponding to the building for which you wish to bid and submit in a **separate sealed envelope**, with the proponent's name, solicitation number, selected zone and « Financial Offer » typed on the outside.
2. For firms wishing to bid for several zones, provide a clearly identified envelope **for each zone** : Zone 1 – Montreal **and/or** Zone 2 – Longueuil **and/or** Zone 3 St-Hyacinthe
3. Prices shall not include applicable taxes and must be in Canadian dollars.
4. The Department makes no commitment to pay the Contractor the amounts for the materials and labour shown. The Department will, however, pay to the Contractor the amounts negotiated for each repair authorized by the Departmental Representative. The Contractor will be paid for work at an hourly rate plus materials based on the general provisions of the specifications and will not be entitled to any other compensation for any difference between the hours negotiated for each repair and the hours actually worked. The Contractor will be paid only for the materials authorized and used in performing the work and shall obtain prior approval from the building's technical lead or an authorized representative before starting any work.
5. The above hourly rates shall include all labour costs related to work done by employees, as stated in the specifications.

ZONE 1 - BUILDING 715 PEEL, MONTREAL

ANNEX B

BASIS OF PAYMENT

Pricing table for the firm period of contract (2 years)

REPAIRS

Materials : Estimated maximum amount for repair materials only for the contract period : (A1) 20,000.00 \$

Labour : Labour charge for repairs for full term of contract

	<u>Number of hours (approximate)</u>		<u>Hourly rate</u>		
1 Technician (regular hours, Monday to Friday, 7 am to 4 pm)	230	X	_____ \$	=	_____ \$
1 Technician (evening rate, Monday to Friday, 4 pm to 1 am)	30	X	_____ \$	=	_____ \$
1 Technician (from 1 am to 7 am, Monday to Friday, weekends and holidays)	30	X	_____ \$	=	_____ \$
			Total Labour:	<u>(B2)</u>	_____ \$
			Total (A1) +(B2):		_____ \$

ZONE 1 - BUILDING 715 PEEL, MONTREAL

ANNEX B

BASIS OF PAYMENT

Pricing table for option years (3 years)

			Option Year 1	Option Year 2	Option Year 3
Materials :	Estimated maximum amount for repair materials only		<u>(A1) 10,000.00\$</u>	<u>(A1) 10,000.00\$</u>	<u>(A1) 10,000.00\$</u>
Labour :	Labour charge for repairs				
	<u>Number of hours (approximate)</u>	<u>Hourly rate</u>			
1 Technician (regular hours, Monday to Friday, 7 am to 4 pm)	115 X	_____ \$	_____ \$	_____ \$	_____ \$
1 Technician (evening rate, Monday to Friday, 4 pm to 1 am)	15 X	_____ \$	_____ \$	_____ \$	_____ \$
1 Technician (from 1 am to 7 am, Monday to Friday, weekends and holidays)	15 X	_____ \$	_____ \$	_____ \$	_____ \$
Total Labour:			<u>(B2) _____ \$</u>	<u>(B2) _____ \$</u>	<u>(B2) _____ \$</u>
			Total (A1) + (B2) Option Year 1 _____ \$	Total (A1) + (B2) Option Year 2 _____ \$	Total (A1) + (B2) Option Year 3 _____ \$

ZONE 2 - BUILDING 1001 ST-LAURENT, LONGUEUIL

ANNEX B

BASIS OF PAYMENT

Pricing table for the firm period of contract (2 years)

REPAIRS

Materials : Estimated maximum amount for repair materials only for the contract period : (A1) 6,000.00 \$

Labour : Labour charge for repairs for full term of contract

	<u>Number of hours (approximate)</u>		<u>Hourly rate</u>		
1 Technician (regular hours, Monday to Friday, 7 am to 4 pm)	30	X	_____ \$	=	_____ \$
1 Technician (evening rate, Monday to Friday, 4 pm to 1 am)	8	X	_____ \$	=	_____ \$
1 Technician (from 1 am to 7 am, Monday to Friday, weekends and holidays)	8	X	_____ \$	=	_____ \$
			Total Labour:		<u>(B2) _____ \$</u>
			Total (A1) +(B2):		<u>_____ \$</u>

ZONE 2 - BUILDING 1001 ST-LAURENT, LONGUEUIL

ANNEX B

BASIS OF PAYMENT

Pricing table for option years (3 years)

			Option Year 1	Option Year 2	Option Year 3
Materials :	Estimated maximum amount for repair materials only		<u>(A1) 3,000.00\$</u>	<u>(A1) 3,000.00\$</u>	<u>(A1) 3,000.00\$</u>
Labour :	Labour charge for repairs				
	<u>Number of hours (approximate)</u>	<u>Hourly rate</u>			
1 Technician (regular hours, Monday to Friday, 7 am to 4 pm)	15 X	_____ \$	_____ \$	_____ \$	_____ \$
1 Technician (evening rate, Monday to Friday, 4 pm to 1 am)	4 X	_____ \$	_____ \$	_____ \$	_____ \$
1 Technician (from 1 am to 7 am, Monday to Friday, weekends and holidays)	4 X	_____ \$	_____ \$	_____ \$	_____ \$
Total Labour:			<u>(B2) _____ \$</u>	<u>(B2) _____ \$</u>	<u>(B2) _____ \$</u>
			Total (A1) + (B2) Option Year 1 _____ \$	Total (A1) + (B2) Option Year 2 _____ \$	Total (A1) + (B2) Option Year 3 _____ \$

ZONE 3 - BUILDING 3600 CASAVANT, ST-HYACINTHE

ANNEX B

BASIS OF PAYMENT

Pricing table for the firm period of contract (2 years)

REPAIRS

Materials : Estimated maximum amount for repair materials only for the contract period : (A1) 15,000.00 \$

Labour : Labour charge for repairs for full term of contract

	<u>Number of hours (approximate)</u>		<u>Hourly rate</u>		
1 Technician (regular hours, Monday to Friday, 7 am to 4 pm)	40	X	_____ \$	=	_____ \$
1 Technician (evening rate, Monday to Friday, 4 pm to 1 am)	10	X	_____ \$	=	_____ \$
1 Technician (from 1 am to 7 am, Monday to Friday, weekends and holidays)	10	X	_____ \$	=	_____ \$
			Total Labour:	<u>(B2)</u>	_____ \$
			Total (A1) +(B2):		_____ \$

ZONE 3 - BUILDING 3600 CASAVANT, ST-HYACINTHE

ANNEX B

BASIS OF PAYMENT

Pricing table for option years (3 years)

		Option Year 1	Option Year 2	Option Year 3																																			
Materials :	Estimated maximum amount for repair materials only	<u>(A1) 7,500.00\$</u>	<u>(A1) 7,500.00\$</u>	<u>(A1) 7,500.00\$</u>																																			
Labour :	Labour charge for repairs																																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"><u>Number of hours (approximate)</u></th> <th style="width: 15%;"></th> <th style="width: 15%;"><u>Hourly rate</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">X</td> <td style="text-align: center;">_____ \$</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">X</td> <td style="text-align: center;">_____ \$</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">X</td> <td style="text-align: center;">_____ \$</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Labour:</td> </tr> <tr> <td colspan="3"></td> </tr> <tr> <td colspan="3" style="text-align: center;"> Total (A1) + (B2) Option Year 1 </td> </tr> <tr> <td colspan="3"></td> </tr> <tr> <td colspan="3" style="text-align: center;"> Total (A1) + (B2) Option Year 2 </td> </tr> <tr> <td colspan="3"></td> </tr> <tr> <td colspan="3" style="text-align: center;"> Total (A1) + (B2) Option Year 3 </td> </tr> <tr> <td colspan="3"></td> </tr> </tbody> </table>	<u>Number of hours (approximate)</u>		<u>Hourly rate</u>	20	X	_____ \$	5	X	_____ \$	5	X	_____ \$	Total Labour:						Total (A1) + (B2) Option Year 1						Total (A1) + (B2) Option Year 2						Total (A1) + (B2) Option Year 3							
<u>Number of hours (approximate)</u>		<u>Hourly rate</u>																																					
20	X	_____ \$																																					
5	X	_____ \$																																					
5	X	_____ \$																																					
Total Labour:																																							
Total (A1) + (B2) Option Year 1																																							
Total (A1) + (B2) Option Year 2																																							
Total (A1) + (B2) Option Year 3																																							
1 Technician (regular hours, Monday to Friday, 7 am to 4 pm)	20 X _____ \$	_____ \$	_____ \$	_____ \$																																			
1 Technician (evening rate, Monday to Friday, 4 pm to 1 am)	5 X _____ \$	_____ \$	_____ \$	_____ \$																																			
1 Technician (from 1 am to 7 am, Monday to Friday, weekends and holidays)	5 X _____ \$	_____ \$	_____ \$	_____ \$																																			
		<u>(B2) _____ \$</u>	<u>(B2) _____ \$</u>	<u>(B2) _____ \$</u>																																			
		Total (A1) + (B2) Option Year 1	Total (A1) + (B2) Option Year 2	Total (A1) + (B2) Option Year 3																																			
		_____ \$	_____ \$	_____ \$																																			

**** TO BE FILLED OUT AND RETURNED WITH BID ****
MANDATORY TECHNICAL CRITERIA

BUILDING/CONTRACT - NO 1	
Name of client organization or Company	Name: _____
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Location/site of the project or contract:	_____
Value of the project or contract	\$ _____
Performance period of the project or contract (indicate month and year) (must have occurred within the last 3 years)	From: Month _____ Year _____ To: Month _____ Year _____
The type, brand and model of the door, as well as a description of the work or maintenance must be provided: _____ _____ _____ _____ _____	

BUILDING/CONTRACT - NO 2	
Name of client organization or Company	Name: _____
Name and title of client contact	Name: _____ Title: _____
Telephone and facsimile number of client contact	Phone No.: _____ Fax No.: _____
Location/site of the project or contract:	_____
Value of the project or contract	\$ _____
Performance period of the project or contract (indicate month and year) (must have occurred within the last 3 years)	From: Month _____ Year _____ To: Month _____ Year _____
The type, brand and model of the door, as well as a description of the work or maintenance must be provided: _____ _____ _____ _____ _____	

ANNEX D

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

RECEIVED

MAR 06 2018

ANNEX E - SECURITY REQUIREMENTS CHECK LIST



Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

EF944-18-3141

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	Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction
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 Ent & réparation portes de garage		
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 / Oui <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 / Oui <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 / Oui <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 / Oui <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 / Oui <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(les): / Préciser le(s) pays:	Specify country(les): / Préciser le(s) pays:	Specify country(les): / 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"/>



Contract Number / Numéro du contrat EF944-18-3141
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 / Non Yes / 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 / Non Yes / Oui

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

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS 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: Porte de garage des immeubles du 715 Peel et 1001 St-Laurent Longueuil.
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF 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 / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EF944-18-3141
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Périard, Céline	Title - Titre Agente des immeubles et infrastructures	Signature
Telephone No. - N° de téléphone 514-496-3694	Facsimile No. - N° de télécopieur 514-496-3522	E-mail address - Adresse courriel celine.periard@tpsgc.gc.ca
		Date 2018/03/06

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

Name (print) - Nom (en lettres moulées) Passemard, Mireille	Title - Titre so ASU # 41	Signature
Telephone No. - N° de téléphone 514-496-3500 219-0403	Facsimile No. - N° de télécopieur 514-496-3377	E-mail address - Adresse courriel mireille.passemard@pwgsc-tpsgc.gc.ca
		Date 2018.03.06

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 (print) - Nom (en lettres moulées) Vanessa Good-Davidson	Title - Titre Agente à la Sécurité des contrats Contract Security Officer Secteur de la Sécurité industrielle, TPSGC Industrial Security Sector, PWGSC Vanessa.Good-Davidson@tpsgc-pwgsc.gc.ca Téléphone :613 941-0441	Signature
		Date March 7, 2018

Solicitation No. - N° de l'invitation
EF944-183141/A
Client Ref. No. - N° de réf. du client
R.004236.001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTC-7-40410

Buyer ID - Id de l'acheteur
MTC460
CCC No./N° CCC - FMS No./N° VME

ANNEX F

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)