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Travaux publics et Services gouvernementaux  
Canada

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See herein

ÉLECTRONIQUE VIA POSTEL

POSTEL ELECTRONIC BID

NA

Québec

NA

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest

7e étage, suite 7300

Montréal

Québec

H5A 1L6

<b>Title - Sujet</b> SERVICES DE SANTÉ ET SÉCURITÉ CONST CONSTRUCTION HEALTH AND SAFETY SERVICES	
<b>Solicitation No. - N° de l'invitation</b> EF930-211180/A	<b>Date</b> 2020-12-21
<b>Client Reference No. - N° de référence du client</b> EF930-211180	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> MTC-0-43173 (480)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTC-480-15989	
<b>Date of Original Request for Standing Offer</b> 2020-12-18 <b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-02-11</b> Heure Normale du l'Est HNE	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bélisle, France	<b>Buyer Id - Id de l'acheteur</b> mtc480
<b>Telephone No. - N° de téléphone</b> (514) 601-1372 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

## Modification 1 :

La présente demande est modifiée comme suit :

1. La version anglaise de la demande d'offre à commandes est ajoutée.
2. En référence à la **PARTIE 2 – INSTRUCTIONS À L'INTENTION DES OFFRANTS, article 2.1 Instructions, clauses et conditions uniformisées**

### **SUPPRIMER:**

Pour les offrants doivent soumissionner en utilisant Connexion postel pour la clôture des offres à l'Unité de réception des soumissions dans la région de la capitale nationale, l'adresse de courriel est la suivante :

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Remarque : Les offres ne seront pas acceptées si elles sont envoyées directement à cette adresse de courriel. Cette adresse de courriel doit être utilisée pour ouvrir une conversation Connexion postel, tel qu'indiqué dans les instructions uniformisées 2006, ou pour envoyer des offres au moyen d'un message Connexion postel si l'offrant utilise sa propre licence d'utilisateur du service Connexion postel.»

### **AJOUTER:**

#### **2.2 Présentation des offres par voie électronique (postel):**

##### **Unité de réception des soumissions de la région du Québec de TPSGC.**

Seules les offres transmises à l'aide du service Connexion postel seront acceptées. L'offrant doit envoyer un courriel pour demander d'ouvrir une conversation Connexion postel à l'adresse suivante : [TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Remarque : Les offres ne seront pas acceptées si elles sont envoyées directement à cette adresse de courriel.** Cette adresse de courriel doit être utilisée pour ouvrir une conversation Connexion postel ou pour envoyer des offres au moyen d'un message Connexion postel si l'offrant utilise sa propre licence d'utilisateur du service Connexion postel.

Il incombe à l'offrant de s'assurer que la demande d'ouverture de conversation Connexion postel est envoyée à l'adresse électronique ci-dessus au moins six (6) jours avant la date de clôture de la demande d'offre à commandes.

Le système Connexion postel a une limite de 1Go par message individuel affiché et une limite de 20Go par conversation.

**Les propositions transmises par télécopieur ou sur papier ne seront pas acceptées.**

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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 Requirement the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

Public Services and Procurement Canada (PSPC) wishes to issue a standing offer for specialized health and safety services on construction sites.

The company must be able to provide technical expertise for the health and safety aspect of the management of its various construction projects. The selected company must be able to provide its services on request and will receive its mandates either from the coordinator, health and safety or the project managers of PSPC, Quebec region.

PSPC intends to issue a single Standing Offer for a period of two (2) years with two (2) additional periods of twelve (12) months each.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions

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and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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.

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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](#) 2006 ([2020-05-28](#)) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

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Delete: 60 days  
Insert: 120 days

## 2.2 Electronic submission of offers (epost):

### **PWGSC Québec Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the solicitation closing date.

The epost Connection system has a limit of 1 GB per individual message displayed and a limit of 20 GB per conversation.

Proposals submitted by fax or on paper will not be accepted.

## 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.

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"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: 2019-01](#) 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;

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- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For more information, see the following link

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/90> and  
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/7/65> of  
<https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual>

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **(5) days 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 province of Québec.

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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer

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 – complete Annex C included**

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 – complete Annex B included**

Offerors must submit their financial offer in accordance with the\_ (Annex B, Basis of Payment").

## **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**

Bidders must provide the necessary documents to confirm that they meet the following mandatory requirements. Proposals that do not include all the information required to demonstrate that they meet the following mandatory criteria will be deemed non-compliant and given no further consideration.

**Please complete the attached Appendix C to meet the mandatory criteria.**

**M1:** At least two company employees must be available to provide the required services stipulated in the standing offer and must meet mandatory criteria M2, M3 and M4.

**M2:** The company employees available to provide the required services stipulated in the standing offer must have completed the General Occupational Health and Safety Course for Construction Sites (ASP Construction card, 30 hours).

**M3:** The two employees identified to provide the required services stipulated in the standing offer must have at least two years of work experience in health and safety (prevention).

**M4:** The two employees identified to provide the required services stipulated in the standing offer must have at least one year of work experience in construction site health and safety.

**M5:** At least one company employee must have completed training on lockout procedures.

**M6:** At least one company employee must have completed training on confined spaces.

**M7:** At least one company employee must have completed training to prevent falls from heights.

##### **Information for evaluation purposes**

Only proposals that meet the mandatory criteria set out in this document will be considered, evaluated and rated by a Public Services and Procurement Canada (PSPC) evaluation board.

#### 4.1.1.2 Point-rated technical criteria

##### **Criterion 1: Previous projects (60 points)**

*What we are looking for:*

Bidders must demonstrate that their employees have participated in a range of projects for which they delivered various services in line with those required in the standing offer. For each project, the availability of the requested information, as well as the relevance of the projects outlined and the identification of employee skills in meeting project objectives will be evaluated.

*What must be submitted:*

A brief description of six projects that meet the following conditions (one page per project).

**Please complete the attached Appendix C to describe the projects.**

The projects (**other than training delivery**) must have been completed over the last five years by the bidder's current employees while they were employed by the bidder or another employer;

<ul style="list-style-type: none"><li>• <b>Construction site:</b> Two projects must involve construction site inspection activities (other than decontamination sites for asbestos, lead, mould or other contaminants). Each of the two people identified as the employees who will provide the required services stipulated in the standing offer (Mandatory Requirement M1) must have participated in at least one of these projects.</li></ul>	20 points (10 points/project)
<ul style="list-style-type: none"><li>• <b>Audit:</b> One project must involve conducting health and safety audits.</li></ul>	10 points
<ul style="list-style-type: none"><li>• <b>Prevention:</b> One project must involve lockout inspection or prevention activities in a construction environment or in establishments (mine, mill, hospital, school or other building).</li></ul>	10 points
<ul style="list-style-type: none"><li>• <b>Falls from heights:</b> One project must involve prevention or inspection activities to prevent falls from heights in a construction environment or in establishments (mine, mill, hospital, school or other building).</li></ul>	10 points
<ul style="list-style-type: none"><li>• <b>Confined spaces:</b> One project must involve prevention or inspection activities related to working in confined spaces in a construction environment or in establishments (mine, mill, hospital, school or other building).</li></ul>	10 points

*Note: For each project, PSPC reserves the right to contact the client to verify the latter's level of satisfaction.*

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**Criterion 2: Personnel expertise and experience (20 points – 10 points maximum per resumé)**

*What we are looking for:*

Bidders must demonstrate that they employ project personnel with academic and professional training and work experience related to the required services.

*What must be submitted:*

The resumes of the two people identified as the employees who will provide the required services stipulated in the standing offer (Mandatory Requirement M1).

The resumes must be no longer than three pages and include the following information:

- Academic training;
- Number of years of experience related to the required services;
- Number of years of seniority with the company;
- Main duties within the company.

The resumes of the two identified people (Mandatory Requirement M1) will be assessed as follows.

<b>Academic training</b>	
• University degree or college diploma in a discipline not related to health and safety.	1 point
• College diploma in a discipline related to health and safety.	2 points
• University degree in a discipline related to health and safety.	3 points
• Instructor certification for the General Occupational Health and Safety Course for Construction Sites.	1 bonus point
<b>TOTAL:</b>	<b>Maximum of 7 points</b>

If the academic training was not completed in a Quebec educational institution, the bidder must provide proof of equivalent education in their bid.

Training in addition to academic training or the General Occupational Health and Safety Course for Construction Sites: Provide certifications.

<b>Additional training</b>	
• Preventing falls from high places	0.5 points
• Lockout procedure	0.5 points
• Confined spaces	0.5 points
• Safety of machinery	0.5 points
<b>TOTAL:</b>	<b>Maximum of 2 points</b>

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<b>Years of work experience related to the required services</b>	
• 2 to 4 years	1 point
• 5 to 7 years	2 points
• 8 to 10 years	3 points
• 11+ years	4 points
<b>TOTAL:</b>	<b>Maximum of 4 points</b>

Bidders should note that no additional points will be awarded for information elements deemed to exceed the requested information.

<b>Technical criterion</b>	<b>Maximum Score</b>
Previous projects	60 points
Personnel expertise and experience	20 points
<b>TOTAL TECHNICAL SCORE</b>	<b>80 points</b>

#### 4.1.2 Financial evaluation

Only price proposals that are responsive and have obtained a total technical score of at least 60% (48/80 points) will be evaluated.

Price proposals will be evaluated as follows:

- The lowest price proposal will be assigned a rating of 10;
- The second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth lowest price proposals will be assigned the ratings of 9, 8, 7, 6, 5, 4, 3, 2 and 1, respectively;
- All other price proposals will be assigned a rating of 0.

In the rare situation where two (or more) price proposals are identical, the matching price proposals will receive the same rating, and the corresponding number of subsequent ratings will be skipped. The price score will be multiplied by 4 to obtain a total price score out of 40 points.

#### 4.2 Basis of selection

The company that receives the highest overall score will be recommended for issuance of a standing offer.

In the rare situation where two (or more) proposals achieve the same overall score, the company with the highest total technical score will be recommended for issuance of a standing offer.

Overall scores will be calculated as follows.

<b>Evaluation</b>	<b>Points</b>
Total technical score	0 to 60
Total price score	0 to 40
<b>OVERALL SCORE = Total technical score + total price score</b>	<b>0 to 100</b>

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## **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 property 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.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

**Erreur ! Signet non défini.**

#### **5.2.3.2 Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, 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 indicated 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;

### **6.2 Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **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.

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

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The date must be submitted to the Coordinator, Health and Safety every 6 months following the award of the Standing Offer.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from June 1<sup>st</sup> 2021 to May 31<sup>st</sup> 2023.

##### **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 2 additional 12-month periods 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

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## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

France Bélisle  
Procurement Specialist, Supply Directorate, Quebec Region  
Public Services and Procurement Canada/ Government of Canada  
800, De la Gauchetière ouest, bureau 7300  
Montréal (Québec), H5A 1L6  
Cel: 514-601-1372 / email: [France.belisle@tpsgc.gc.ca](mailto:France.belisle@tpsgc.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 Health and Safety Coordinator and / or Project Manager**

The Project Authority for the Standing Offer is:

Kevin Lambert  
Health and Safety Coordinator , Construction and maintenance  
Public Services and Procurement Canada/ Government of Canada  
800, De la Gauchetière ouest, bureau 7300  
Montréal (Québec), H5A 1L6  
Kevin.Lambert@tpsgc-pwgsc.gc.ca

The Coordinator and Project Manager 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.

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

### **7.5.3 Offeror's Representative**

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Adress : \_\_\_\_\_

Phone : \_\_\_\_\_

email : \_\_\_\_\_

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## 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Services and Procurement Canada (PSPC), Health and Safety Coordinator and PSPC Project Manager..

## 7.7 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 2 and 3 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.

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50 000,00 (Applicable Taxes included).

## 7.9 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](#) 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2020-05-28);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Supplier Form – Mandatory and Technical Criteria

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- h) Annex D, Security Requirements Check List;
- i) the Offeror's offer dated \_\_\_\_\_.

## **7.10 Certifications and Additional Information**

### **7.10.1 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.

### **7.11 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### **7.12 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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## **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**

2010B 2010B (2020-05-28) (*insert date*), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Period of the Contract**

#### **7.3.1 Delivery Date**

Delivery 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**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ /year (*insert the amount at contract award*).

#### **7.5.2 Monthly Payment**

Ref. clause H1008C (2008-05-12)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

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## **7.6 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **7.7 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## ANNEX "A" - STATEMENT OF WORK

### 1. DESCRIPTION AND STATEMENT OF WORK

#### 1.1 Background

PWGSC manages numerous construction and maintenance projects on behalf of various federal government departments and has to apply to all such projects the provisions of many laws, regulations, standards and directives.

Although PWGSC falls under federal legislation, the Department is committed to voluntary compliance with all provincial legislation governing health and safety and, where laws diverge, will adhere to the more stringent requirement.

PWGSC's Quebec Region has developed a health and safety management program for construction and maintenance projects which all its project managers have to apply.

#### 1.2 General description of the service request

PWGSC is looking for a firm specializing in health and safety capable of providing technical expertise in accident prevention and in health and safety management, for maintenance activities in buildings and for construction sites managed by the Department.

The selected firm will be able to provide services on demand in all buildings and on all sites managed by PWGSC in the Quebec region. The firm will receive its mandates of health and safety team or PWGSC managers, Quebec Region.

Buildings and sites where services may be required are located throughout Quebec. According to PWGSC requirements, it is possible that the firm has to make several interventions in different locations and even different regions within the same week. It is also possible that there are slack periods during which little or no intervention will be required of the selected firm.

##### 1.2.1 Services required

The firm selected must be able to reconcile provincial and federal requirements in matters of health and safety.

The firm selected will be required to provide, as and when required, various types of health and safety services.

The Standing Offer will encompass the following basic services, though without being limited thereto:

##### A) Specific inspections of PWGSC construction sites

- At the request of the H&S Coordinator or of the project managers, inspect construction sites;
- Write a written report of each inspection and transmit it electronically to the manager concerned and to the H&S Coordinator within 48 hours of the date of the inspection. The reports should contain at least the following:
  - nature of the work the day of the inspection;
  - general contractor and subcontractors present during the inspection;
  - inspection grid (the content has been previously discussed with PWGSC H&S Coordinator);
  - identification of the compliances and the non-compliances
  - justification of the non-compliances;

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- regulatory references;
- photos to demonstrate the non-compliances.

During certain periods, the service provider may be called upon to carry out several worksite inspections in the same week in various Quebec regions.

#### B) Project audits

- At the request of the H&S Coordinator, conduct a review of the H&S management practices applied by project managers, evaluating the specific elements to be included in project records;
- Write a written report of each audit following the PWGSC requirements.

#### C) Other services

Various support services in accident prevention may also be required. Such services may include:

- Temporary supervision, either full- or part-time, of construction sites. For some assignments, PWGSC may require the services of a safety officer with a safety attestation from the CNESST (R.S.Q., ch. S-2.1, r.4, section 2.5.4);
- Participation in site meetings;
- Analysis of contractors' prevention programs, with written recommendations to project managers;
- Participation in orientation discussions on contractorship;
- Technical consultancy to resolve specific problems associated with construction or maintenance work;
- OSH inspections in buildings;
- development and / or analysis of work procedures and other documents related to the prevention of accidents;
- Development and delivery of training sessions for federal employees.

### 1.2.2 Additional requirements

The grids used for site inspections and any other document that the service provider is expected to develop in the context of this Standing Offer (eg training documents, analysis grids, etc.) should first be presented to PWGSC's H&S Coordinator and content may be subject to discussion. It is possible that for some specific sites, the content of the grid site inspection should be modified according to the nature of the work.

For each call-up, unless otherwise indicated, use French in all written and verbal communications, written documents and in any training sessions given.

In addition, the selected firm's staff assigned to fulfill call-ups under the Standing Offer must be able to meet the following requirements:

- travel to different regions of Quebec;
- hold a valid driver's licence;
- have at their disposal and carry with them all the personal protective equipment required for their particular duties;
- climb up and down ladders or scaffolding;
- enter confined and very restricted spaces. If required to enter confined spaces, they must provide (up to date) evidence of training in work in confined spaces and first aid from a recognized organization, and they must comply with prevailing entry procedures;
- have at their disposal a digital camera and know how to use it;

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- have daily access to an electronic mail service and know how to transmit documents and photographs;
- have a cellular telephone at their disposal at all times during the performance of their duties;
- be able to speak and write correct French and capable of drafting inspection reports or any other documents required.

### **1.2.3 Labour categories**

Unless otherwise specified, the services requested of the firm selected must be rendered according to the following criteria:

- All services directly related to occupational safety and health will be the responsibility of an occupational health and safety specialist (OHS Specialist) who meets Mandatory Requirements O2 and O3 stated herein;
- All services related to formatting of documents and billing shall be undertaken by clerical support staff.

### **1.3 Orientation session for the firm selected**

PWGSC will convene the firm selected to an orientation session to clarify how the Standing Offer works and give a full understanding of the Department's commitments and responsibilities in terms of health and safety on construction projects. The costs of this orientation session will be borne by the firm selected.

#### **1.3.1 Health and safety**

Public Works and Government Services Canada (PWGSC) recognizes that it has a duty to protect the health and ensure the safety of all persons employed on Crown construction projects. It also acknowledges that federal and private-sector employees are entitled to all of the protection provided for in occupational health and safety regulations.

In fulfilment of this commitment and in order to improve protection of the health and safety of all those working on federal construction sites, PWGSC has undertaken to comply with provincial and territorial laws and regulations on occupational health and safety, in addition to meeting the demands of Part II of the Canada Labour Code.

In taking on the work, on-site consultants must:

- meet the requirements of the Act Respecting Occupational Health and Safety, the Canada Labour Code, Part II, and their regulations;
- depending on the work environment, have at their disposal and use the personal protective equipment (PPE) required by the prevailing standards, laws and regulations. Purchase and maintenance of the PPE is the consultant's responsibility;
- have in their possession means of communication enabling them to respond to emergencies;
- ensure that they have safe means of transportation so that their health and safety are not compromised;
- be aware of their right to refuse any work that may endanger their health or safety and exercise that right when appropriate.

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### ANNEX "B" - BASIS OF PAYMENT

Company name: \_\_\_\_\_

	APPLICABLE HOULRY RATES FROM AWARD OF TWO YEARS (A)	WEIGHTING FACTOR (B)	TOTAL FOR 2 YEARS (C1 = A x B)
OHS specialist's hourly rate during day		4	
OHS specialist's hourly rate during evening and night		2	
OHS specialist's hourly rate on weekends and statutory holidays		1	
OHS specialist's hourly rate for travel time		2	
Clérical support's hourly rate		1	
<b>TOTAL (C1)</b>			

	APPLICABLE HOULRY RATES OPTIONAL YEAR 1 (A)	WEIGHTING FACTOR (B)	TOTAL FOR OPTIONAL YEAR 1 (C2 = A x B)
OHS specialist's hourly rate during day		4	
OHS specialist's hourly rate during evening and night		2	
OHS specialist's hourly rate on weekends and statutory holidays		1	
OHS specialist's hourly rate for travel time		2	
Clérical support's hourly rate		1	
<b>TOTAL (C2)</b>			

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	APPLICABLE HOULRY RATES OPTIONAL YEAR 2 (A)	WEIGHTING FACTOR (B)	TOTAL FOR OPTIONAL YEAR 2 (C3 = A x B)
OHS specialist's hourly rate during day		4	
OHS specialist's hourly rate during evening and night		2	
OHS specialist's hourly rate on weekends and statutory holidays		1	
OHS specialist's hourly rate for travel time		2	
Clérical support's hourly rate		1	
<b>TOTAL (C3):</b>			

<b>FINAL TOTAL PRICE: C = C1 + C2 + C3</b>	
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### Travel and living expenses

The point of departure used to calculate the reimbursement of travel expenses and travel time is the location closest to the site of the intervention, namely the PWGSC office at Place Bonaventure in Montreal (800 Gauchetière Ouest), the Estimauville Building in Quebec City (1550 d'Estimauville) or the office of the service provider.

Travel/living expenses and travel time will not be reimbursed within a radius of 50 km from this point of departure.

Eligible travel and living expenses are refundable at the prevailing Treasury Board rates and must be supported by documentation and have prior approval of the Departmental Representative.

Signature representative of Offer: \_\_\_\_\_ Date : \_\_\_\_\_

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**ANNEX "C" - MANDATORY AND TECHNICAL CRITERIA FORM  
 TO BE COMPLETED BY THE BIDDER**

Company name: \_\_\_\_\_

<b>MANDATORY CRITERIA</b>		<b>Yes</b>	<b>No</b>
<b>The bidder must demonstrate that it meets the mandatory criteria on the closing date and time of the request for standing offers.</b>			
1. Can you provide the requested services and ensure the availability of at least two employees who meet mandatory criteria 2, 3 and 4? Employee name: _____ Employee name: _____ Attach the resumés of the identified employees.			
2. Have the identified employees completed the 30-hour ASP Construction course? Employee name: _____ Employee name: _____ <i>Provide proof of certification.</i>			
3. Do the employees identified to provide the services have at least two years of experience in occupational health and safety (OHS) with respect to prevention at construction sites? Employee name: _____ Employee name: _____			
4. Do the employees identified to provide the services have at least one year of OHS experience at construction sites? Employee name: _____ Employee name: _____			
5. Has at least one of the employees identified to provide the services completed lockout training? Employee name: _____ <i>Provide proof of certification.</i>			
6. Has at least one of the employees identified to provide the services completed confined spaces training? <i>Provide proof of certification.</i>			
7. Has at least one of the employees identified to provide the services completed training to prevent falls from heights? Employee name: _____ <i>Provide proof of certification.</i>			

Signature of representative (bidder): \_\_\_\_\_

Date: \_\_\_\_\_













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**ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST**

**SEE THE ATTACHEMENT**