

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Pest Control Services	
<b>Solicitation No. - N° de l'invitation</b> 6D063-132911/C	<b>Date</b> 2014-04-30
<b>Client Reference No. - N° de référence du client</b> PHAC	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-011-8985	
<b>File No. - N° de dossier</b> WPG-3-36273 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-12</b>	<b>Time Zone Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Palmer, Adele	<b>Buyer Id - Id de l'acheteur</b> wpg011
<b>Telephone No. - N° de téléphone</b> (204) 983-1512 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> PUBLIC HEALTH AGENCY OF CANADA 1015 ARLINGTON ST WINNIPEG Manitoba R3E3P6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

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

Solicitation No. - N° de l'invitation

6D063-132911/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PHAC

WPG-3-36273

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This bid solicitation cancels and supersedes previous bid solicitation number(s) 6D063-132911/A, dated January 28, 2014 with a closing date of March 10, 2014 at 14:00 Central Standard Time; and 6D063-132911/B cancelled on April 30, 2014. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

Some suppliers will be invited directly.

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, Task Authorization Form, the Task Authorization Usage Form and any other annexes.

### 2. Summary

To provide all labour, materials, equipment, tools, transportation and supervision to complete and perform pest and pigeon control services on a scheduled and as and when requested basis for the Public Health Agency of Canada, Canadian Science Centre for Human and Animal Health (CSCHAH) and J.C. Wilt Infectious Disease Research Centre (JCWIDRC), Winnipeg Manitoba, as further described in Annex A, Statement of Work.

The period of the Contract will be for 2 years from Contract award, with Canada retaining the irrevocable option to extend the Contract by three (3) additional one-year periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 (2014-03-01).

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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), and the Agreement on Internal Trade (AIT).

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **2. Submission of Bids**

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

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

### **3. 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If yes, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

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

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

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

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

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

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

- 1.2 **Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1. Mandatory Technical Criteria

All bidders must submit the following Mandatory Technical Criteria with their bid:

Bidders **MUST** record whether they meet (Yes) or not meet (No) the specifications; In order to be deemed compliant, bidders must meet each mandatory criteria listed below. Failure to meet all of the Mandatory Criteria will result in your bid being deemed non-compliant and it shall not be given any further consideration in the evaluation process.

Bidders **MUST** provide documentation and should cross reference where each of the Mandatories below can be found within the documentation.

Item	Mandatory Criteria	Yes	No	Bidder's Cross Reference
1.	<b>Individuals –</b> A minimum of <b>two (2) individuals</b> must be identified that have experience in providing the services detailed in Annex A – Statement of Work.			
2.	<b>Experience –</b> For each individual identified in Mandatory Criteria item #1: The Contractor must demonstrate that the proposed personnel carrying out the work under this Contract have a <b>minimum of one (1) year experience each</b> performing the services detailed in Annex A – Statement of Work.			
3.	<b>Proof of accreditation and training –</b> For each individual identified in Mandatory Criteria item #1: The Contractor must provide proof of accreditation and/or training for the five (5) criteria listed below. In the event that this training is internal, the Contractor is to provide a written statement certifying that such training has been provided and that those individuals identified to perform the work were in attendance for the training.  a) Fall Protection, b) Confined spaces, c) Manitoba pesticide applicator certification, d) Training in "Pesticide Structural" e) Valid Manitoba applicators license			

## **1.2 Financial Evaluation**

*SACC Manual* Clause A0220T (2013-04-25), Evaluation of Price

## **2. Basis of Selection – Mandatory Technical Criteria**

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

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Status and Availability of Resources**

**2.1.1**    *SACC Manual* clause A3005T (2010-08-16) Status and Availability of Resources

**2.2    Education and Experience**

**2.2.1**    *SACC Manual* clause A3010T (2010-08-16) Education and Experience

## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **1. Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) The Bidder must hold a valid organization security clearance as indicated in Part 7- Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
  - (c) The Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Statement of Work**

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

#### **1.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **1.1.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the, Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within one (1) days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. In response to an "Emergency or Urgent" request from the Departmental Representative, the Contractor must be in touch with the Departmental Representative (via telephone or by coming on-site) within two (2) hours of being notified during normal business hours and within four (4) hours of being notified outside normal business hours.
5. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **1.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of **\$TBD**, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

##### **1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

##### **1.1.4 Periodic Usage Reports - Contracts with Task Authorization**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in **Annex "F"**. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a yearly basis to the Contracting Authority.  
The yearly periods are defined as follows:

1st year: TBD  
2nd year: TBD  
3rd year: TBD

The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (contracting authority to edit the text as applicable):

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (i) the total amount, GST or HST extra, expended to date against all authorized TA's.

#### **1.1.5 Task Authorization**

The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

### **2.1 General Conditions**

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **3. Security Requirement**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance (FSC) at the level of **SECRET** 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 personnel security screening at the level of SECRET granted or approved by CISD/PWGSC.
3. Subcontracts, which contain security requirements, are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex C;
  - b) *Industrial Security Manual* (Latest Edition).

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The period of the Contract is for two (2) years from date of Contract award.

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least three (3) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Adele Palmer  
Supply Specialist  
Public Works and Government Services Canada  
Western Region  
Acquisitions Section  
Suite 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone: (204) 983-1512  
Facsimile: (204) 983-7796  
E-mail address: [adele.palmer@pwgsc-tpsgc.gc.ca](mailto:adele.palmer@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is: (to be provided at contract award).

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative (to be completed by the bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 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. Payment

### 7.1 Basis of Payment - Firm Price

For the Work described in the **Statement of Work** in Annex A; and relating to **Routine and Scheduled Cleaning** in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of **\$TBD**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### 7.1.1 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 7.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work specified in the authorized Task Authorization (TA), and relating to **As and When Requested Services** in Annex B - Basis of Payment, to the limitation of expenditure specified in the authorized TA.



Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

#### **7.2.1 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are included and the Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

#### **7.3 Monthly Payment**

*SACC Manual* clause H1008C (2008-05-12) Monthly Payment

#### **7.4 Overtime**

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as specified in Annex B, Basis of Payment.

#### **7.5 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0705C (2010-01-11), Discretionary Audit

#### **8. Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) Each location: Logan, Elgin and Arlington, must be identified as separate line items in the invoice.

## **9. Certifications**

### **9.1 Compliance**

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

## **10. Applicable Laws**

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

## **11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-03-01), General Conditions - Higher Complexity Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements;
- (f) Annex D, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_,

## **12. SACC Manual Clauses**

A9039C	(2008-05-12)	Salvage
B7500C	(2006-06-16)	Excess Goods
A9068C	(2010-01-11)	Site Regulations

## **13. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**ANNEX A**  
**STATEMENT OF WORK**

**1.0 SCOPE OF WORK**

**1.1. INTRODUCTION**

The Canadian Science Centre for Human and Animal Health (CSCHAH) is unique both in Canada and the world. CSCHAH is recognized as a leading-edge facility in an elite group of 15 centres around the world equipped with laboratories ranging from biosafety level 1 to level 4 designed to accommodate the most basic to the most deadly infectious organisms. It is the only high-containment laboratory in Canada where both human and animal disease research is conducted within the same facility.

CSCHAH is comprised of two buildings - 1015 Arlington, 29,000m<sup>2</sup> in size and 820 Elgin, 1,112 m<sup>2</sup>. An additional level II laboratory facility, JCWIDRC, is located at 745 Logan Avenue, 5,500 m<sup>2</sup>. The overall appearance and level of cleanliness of each facility must be in keeping with the "world-class" image achieved to date.

**1.2. Location**

All work undertaken in accordance with this requirement shall take place at, or on behalf of the CSCHAH at 1015 Arlington Street and 820 Elgin Avenue and 745 Logan in Winnipeg, Manitoba.

**1.3. General**

It is the intent of this Contract to provide skilled and licensed personnel to provide pest and pigeon control and cleanup services as detailed herein.

**1.4. Service to be Provided - Type of Services**

It is the intent of this Contract to provide skilled and licensed personnel to provide pest and pigeon control and cleanup services as detailed herein.

**1. Pigeon/Pest Control**

**1. SCHEDULED SERVICES**

- i. During normal working hours, (700 to 1800 hours, Monday to Friday) the Contractor will inspect all buildings and rooftops on a biweekly basis to ensure that the premises are free from infestations of pests, rodents and pigeons. Carcass and nest removal are included in this service.
- ii. The Contractor must perform monthly inspections of all pest control devices installed and strategies implemented and provide a written report to the Departmental Representative.
- iii. The Contractor must service, in accordance with manufacturers recommendations, up to five (5) Vector Fly Lights at 1015 Arlington and up to three (3) Vector Fly Lights at 745 Logan. Services must include shatter free bulbs and glue board installation and replacement. Frequency of bulb replacements must be in accordance with manufacturer's instructions. Replacement glue boards must be pheromone enhanced. The Contractor will supply replacement glue boards, as required.

- iv. Copies of the CSCHAH's and JCWIDRC floor plans will be made accessible to the Contractor. The floor plans are to reside on site with the Departmental Representative and are not to be removed from the CSCHAH or JCWIDRC facilities. The contractor is required to record and indicate on the floor plans where all pest control strategies and devices are implemented. The floor plans must be kept up to date.

## 2. AS AND WHEN REQUESTED SERVICES

The services herein include but are not exclusive to the following tasks:

- i. carcass removal services and live pest removal services from the building(s), grounds and exterior areas / rooftops of the building(s);
  - ii. clean designated areas on the roof, as determined by the Departmental Representative, of pigeon carcasses, nests and excrement;
  - iii. as needed, areas are to be rendered sanitary prior to the collection and disposal of waste i.e. pigeon excrement.
  - iv. The contractor may be required to supply and service, in accordance with manufacturers recommendations, up to three (3) Odor control Units on an "as and when" requested basis. All Odor Control Units supplied must be a minimum of nine (9) gallons in size.
  - v. The Contractor may be required to propose and implement pest control strategies and devices as applicable. Pest control strategies and devices must be approved by the Departmental Representative prior to implementation.
3. Contractor must follow workplace health and safety regulations for all work carried out under this Contract.

### 1.5. Activities required/Tasks/Deliverables:

- 1. Read blueprints and specification documents to determine size, extent of project and requirements, compliance with codes and safety regulations.
- 2. Assemble, erect or install material and personnel handling devices, scaffolds, ropes, slings and hoists.
- 3. Produce all certificates and permits upon request of the Departmental Representative.
- 4. Instruct the Departmental Representative and Program Operation Staff on site of any new operating procedures when installing or modifying new or existing equipment.
- 5. In response to "routine" request for services, the Contractor must be in touch with the Departmental Representative (via telephone or coming on-site) within one (1) working day of being notified by the Departmental Representative.
- 6. In response to an "Emergency or Urgent" request from the Departmental Representative, the Contractor must be in touch with the Departmental Representative (via telephone or by coming on-site) within two (2) hours of being notified during normal business hours and within four (4) hours of being notified outside normal business hours.
- 7. When requested by the Departmental Representative, the Contractor will submit a written plan of operation for approval. This will be done to ensure the Departmental Representative that all work is being carried out in a safe manner and will not damage property or equipment,

or impact on critical laboratory programs.

8. Provide telephone numbers for regular service calls and the contact names and telephone/cell numbers for emergency contact.
9. Advise the Departmental Representative on site of product defect or damage.

#### 1.6. Personnel

1. The licensed pest control technicians provided must have completed their Manitoba Pesticide Applicator Certification, have training in "Pesticide Core" and "Pesticide Structural", carry a valid Manitoba Applicators License, and have a minimum of one (1) year proven work experience in the occupation.
2. The contractor is responsible for providing their own Personal Protective Equipment ("PPE") as required.

#### 3. Licensed Pest Control Technician

(a) The Contractors Technician(s) are required to:

- i. Establish and maintain safe, effective, economical and environmentally sound Integrated Pest Management (IPM) program to prevent or control pests that may affect the health of personnel or damage property.
- ii. The goal of IPM is to deliver cost-effective pest control while at the same time minimizing reliance on pesticides. IPM is a process for achieving long term, environmentally responsible pest control. Control practices in an IPM program includes a combination of pest monitoring, good sanitation practices, education, effective solid waste management, building maintenance, alternative methods of pest control, only when necessary, the selection and use of pesticides in a manner that minimizes the potential risk to people and the environment.

(b) The Elements of IPM Include:

- i. The accurate identification of potential pests, pest life stages, pest ecology and beneficial elements in the area under scrutiny;
- ii. Monitoring data including population levels, the expected pest damage and environmental conditions. Monitor before and after treatment to evaluate the effectiveness of treatment actions and identify how to improve the pest management operation;
- iii. Preventative options for management of environments to prevent organisms from becoming pests
- iv. Threshold levels or other contract action guidelines for making control decisions; Preventative pesticide treatments are discouraged with the results of local monitoring and/or the results of a provincial or regional monitoring system; Pesticide applications shall be according to need not by schedule. As a general rule. Application of pesticides in any area inside and/or outside the premises shall not occur unless visual inspections or monitoring devices justify an intervention.
- v. The use of a combination of strategies to reduce pest populations to acceptable levels such as biological, cultural, mechanical, behavioral and, only when necessary, broad-spectrum chemical controls. If pesticides must be employed, they should be carefully

selected ensuring the most environmentally friendly option is chosen and their use should be kept to a minimum.

- vi. To develop and maintain the most effective combination of strategies, periodic review incorporating newly available information and methods is essential.
  - vii. Ways to minimize pesticide risk such as timing of applications to target pests at the most susceptible life stage, treating only areas or plants that require treatment (spot spraying or precision applications) identifying sensitive sites and using buffer zones and by using equipment and products that reduce off target sprays;
- 4. The Contractor will ensure that the pesticides handling, storage, use and disposal will be in accordance with the Treasury Board and National Joint Council Chapter 2-15 Pesticide Directive, as well as other applicable legislation, regulation, and directives.
  - 5. The Contractor will ensure that records of pesticide use are maintained in accordance with the Treasury Board and National Joint Council Chapter 2-15 Pesticide Directive. A copy of these records will be provided to the Departmental Representative.
  - 6. The Contractor must be in possession of a valid Pesticide Applicator's License and a valid Operator's License issued by the Province of Manitoba.
  - 7. Pest Management Options are based on the following criteria:
    - i. Least disruptive to natural controls;
    - ii. Lowest risk to human Health;
    - iii. Lowest risk to non-target organisms;
    - iv. Least damaging to the general environment;
    - v. Most likely to produce long term reductions in the pest;
    - vi. Most cost effective over time;
    - vii. Most selective for the target pest; and
    - viii. Compatible with pesticide resistance management tactics.
  - 8. The contractor must maintain a log of pesticide usage for the facilities they manage. At least one copy of the log must be kept in the files of the Departmental Representative. The log will document the pesticide product, the application rate or the amount of pesticide used, and the locations where applications are made during each visit, monitoring results before and after a treatment, and any non-pesticide control measures to reduce future pest populations such as renovations to prevent access or re-entry of pests. The log will also document the rationale for the decision to use pesticides, and the type and amount of pesticide used. The records should be maintained in accordance with the Treasury Board and National Joint Council Chapter 2-15 Pesticide Directive.
  - 9. Apprentices shall be permitted to assist Licensed Pest Control Technicians in the performance of the Work. On-site Apprentices must be under the direct supervision of a licensed technician.
  - 10. All Contractors' staff shall be trained and certified in the following: Confined Space access, and Fall Protection. The Contractor is to provide the required training at their expense. On-site personnel will be required to produce valid certifications upon request. The Contractor

must also ensure that his/her employees are provided with any additional appropriate training and certification to enable them to safely commission the work.

#### 1.7. Standards

1. The Contractor shall comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the work. The Work is to be executed to meet or exceed the requirements of:
  - i. Applicable Federal, Provincial and Municipal statutes, codes, regulations and acts;
  - ii. Workplace Hazardous Materials Information System (WHMIS);
  - iii. Part IV of the Canada Labour Code;
  - iv. Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specifications Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations;
  - v. Equipment or system manufacturer's specifications and calibration settings, instruction manuals and/or leaflets;
  - vi. Laboratory Biosafety Guidelines; and
  - vii. Pest Management Regulatory Agency (PMRA)
2. In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stringent shall apply.
3. All of the above codes and standards in effect at the time of award are subject to change/revision. The latest editions of each shall be enforced during the term of the Contract.

#### 1.8. Departmental Representative(s)

The following personnel are the authorized contacts during normal working hours.

Facilities Contract Officer – To be determined  
Phone Number:  
Fax:

ALTERNATE:

Facilities Contract Officer  
Phone Number:  
Fax:

After normal working hours, authorized contacts will be available through a phone number that will be supplied to the Contractor.

## 2.0 GENERAL REQUIREMENTS

### 2.1 Pesticide Use

1. Whenever conditions necessitate the use of dangerous and toxic pesticides, the Contractor must notify PHAC in writing forty- eight (48) hours prior to application.



2. The Contractor must also provide information concerning the type of pesticide being proposed, including MSDS sheets and appropriate safety procedures necessary for the protection of the general public and federal employees.
3. Prior to the application of dangerous and toxic pesticides, Departmental Representative approval must be received.
4. PPE to be supplied by Contractor.

## 2.2 Permits, Fees, Licenses

1. Pay all fees, obtain certificates and permits as required by code and provide the appropriate Authorities Having Jurisdiction with all requested information.
2. Furnish these certificates and permits for all work to the Departmental Representative.
3. All required licenses, certificates, and permits must be kept current throughout the entire term of this Contract.

## 2.3 Existing Services

1. Protect and maintain existing active services.
2. Connect to existing services, with minimum, disturbance to occupants and building operation.
3. Use existing services at no cost.
4. Any equipment required to be shut down to execute service or repair must be done by the Departmental Representative or his/her designate or, at the discretion of PHAC, by the Contractor under the supervision of the Departmental Representative.
5. Normal access hours shall fall within 0700 hours to 1800 hours, Monday through Friday inclusive, excluding holidays. The building operation is 24 hours a day, 365 days a year.
6. Inform the Departmental Representative immediately of any code violation or required repairs which could pose a hazard to employees or building occupants.

## 2.4 Cleaning & Waste

1. Maintain work area free of accumulated waste and rubbish.
2. Remove and dispose of debris, used and obsolete material on a daily basis.
3. Remove grease, dust, dirt, stains, finger-prints and other foreign materials, from sight-exposed interior and exterior finished surfaces affected by Contract work.
4. All waste associated with work performed under this contract is to be disposed of offsite by the contractor.
5. Where, applicable, waste is to be rendered sanitary prior to the collection and disposal of same.

## 2.5 Co-ordination and Protection

1. Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with the Departmental Representative to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work. The Contractor must be prepared to work with laboratory staff to carry out verifications.
2. Movement of office furniture is the Contractor's responsibility. Laboratory equipment and furniture will require prior approval from the Departmental Representative prior to moving.
3. Furniture including desks, file cabinets, shelving units, chairs, and cabinets, which are moved because of the work requirements, will be moved back at the end of each workday unless otherwise specified.
4. Protect existing work from damage.
5. Obtain Departmental Representative's approval before cutting, boring or sleeving load bearing members. If engineering services are required to provide design and inspection of site, the Contractor will be responsible to obtain the service.
6. All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work

## 2.6 Site Safety

1. Comply with the Canadian Code for Construction Safety, the Provincial Construction Safety Act and the requirements of the Fire Commissioner of Canada relating to the safety of persons on the work site or the protection of the property against loss or damage from any cause including fire.
2. All persons, including Contractor, sub-trades, suppliers, delivery services, etc. must wear Grade 1 or 2, CSA approved Safety Footwear and other safety equipment necessary when working in or moving through the related buildings. On occasion PHAC may have requirements above minimum requirements.
3. Contractor to comply with Laboratory Bio-Safety procedures and protocol which will be reviewed during the one-half day orientation at the start of the contract.

## 2.7 Site Security

1. Site Security is the responsibility of the Contractor who shall erect temporary site enclosures to prevent dust or other contaminants escaping into other areas; barricades or fencing to prevent unauthorized entry.
2. For all work carried out after normal building operational hours, the Manager, Security Operations, in consultation with the Departmental Representative, will determine acceptable building security.

## 2.8 Meetings

1. Attend meetings at site when notified by the Departmental Representative.

2.9 Energy Conservation

1. Conserve energy and non-renewable natural resources with due regard for property protection, safety of workmen and employees and overriding by-laws and regulations.

2.10 Publicity

1. Do not list, publicize or use for business promotion purposes, the address of the work of this Contract, the name of the facility, Agency or the Government of Canada.

2.11 Facility Access

1. Only those employees whose names appear on the Contractor's approved list will be allowed access to the site under this Contract.
2. The Contractor and his/her employees must register with CSCHAH/Security on-site when entering and leaving the facility to obtain and return facility access passes. Valid photo identification must be provided to Security when registering into the building.
3. All keys and/or proximity cards entrusted to the Contractor and his/her employees for the fulfilment of this Contract must be returned to the security desk before departure from the building at the end of each working day. All lost keys or cards must be immediately reported to the security desk or the Departmental Representative.
4. Employees of the Contractor shall be subject to questioning and search of tools and supplies in relation to security matters by Departmental Representative and/or designated security staff.

2.12 Building Policies

1. All approved employees of the Contractor will attend a CSCHAH Contractor orientation on building policies, the session is paid for by CSCHAH. Subsequent orientation sessions will be available for new employees of the Contractor.
2. The Contractor and their employees must follow building policies and regulations including fire evacuation procedures, safety procedures, laboratory and hot works protocols, security requirements, and any directive issued from time to time by the Departmental Representative.
3. The CSCHAH is a LATEX-GLOVE FREE facility. No latex gloves are permitted in the facility.
4. All personnel representing the Contractor which may have access to the CSCHAH facility, documentation and/or information that is confidential or proprietary to Canada must sign a Non-Disclosure and Confidentiality Agreement (attached hereto as Appendix "B") prior to being given access to the facility, such documentation and/or information

2.13 No Smoking

1. Respect the Government of Canada no smoking policy on these premises.

2.14 Immunization and Health Certificate of Contractor's Employees

1. Immunization and health assessment may be required depending on work location in the building and level of risk. Risk assessment will be completed prior to any work of this nature being undertaken and the Contractor will be advised of any requirements. If required, the

Contractor is responsible for providing the required immunization and health assessment to their employees. As a minimum, the following shall apply:

- i. Basic requirements for entry into CL02- Current TD (tetanus) booster i.e. within the past 10 years; Hepatitis B advised;

#### 2.15 Personal Entertainment Devices

The use of AM/FM radios and other similar devices (boom boxes included) will not be allowed in mechanical spaces, corridors and related areas. All personnel shall refrain from wearing/listening to any personal entertainment device, or any other device that might limit hearing and vision in all laboratory and mechanical spaces. This includes, but is not limited to iPods, MP3 players, Discmans and walkmans.

#### 2.18 Personal or Business-Related Portable Electronic Devices

1. All personnel/visitors are prohibited from using personal or business related portable electronic devices to take photos/video of personnel or government assets. This applies to all areas of the facility.

#### 2.19 Parking

1. There is no available parking at 745 Logan location and vehicle owners are required to find alternative parking offsite of the JCWIDRC facility.
2. Parking will be made available at 1015 Arlington site to Contractors holding contracts and Standing Offer Agreements with the CSCHAH. Only vehicles with proper signage, operated by a contractor who is on-site for facility related business will be given parking. Contractors must park their vehicles on the gravel lot located at the North East corner of the parking lot. (If no spaces are left on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot).
3. Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.
4. Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.
5. There will be no parking in the fire lane, which is clearly marked with "No Parking" signs. Any vehicles parking in the fire lane will be subject to being towed at the owner's expense.
6. There will be no overnight parking or storage of a vehicle allowed.
7. CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
8. Unauthorized vehicles will be subject to tow at the owner's expense.

### 3.0 **MATERIALS**

1. The Contractor shall provide all materials, protective clothing and equipment to execute all tasks safely and satisfactorily.

2. Only pesticides and chemicals registered by the Canadian Federal Department of Agriculture, under the Pest Controls Act, listed for use in human occupied areas shall be used.
3. Where controlled products are to be used at Federal occupied facilities, the Departmental Representative or designate will have the authority to review all the work to be performed, and where applicable, stop contract work related to the use of controlled products until safety and health concerns are resolved.
4. The On-Site Hazardous Material Coordinator Site Manager must be advised by the authorized contractor when controlled products are to be brought into Crown-Owned or occupied facilities
5. All containers brought into Crown-Owned facilities containing controlled products must be labeled in accordance with WHMIS regulations
6. Leave packing or delivery slips for materials or replacement parts, at the time of delivery, with the person or persons appointed by the Departmental Representative. All materials delivered to the Facility must be delivered to CSCAH shipping and receiving.
7. Material costs in excess of \$500.00 must be approved for use by the Departmental Representative prior to installation.
8. Where the Contractor supplies equipment purchased from a supplier or manufacturer, obtain from the supplier or manufacturer, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada and included in the Operation & Maintenance Manuals for the Departmental Representative.
9. Deliver, store and maintain materials with manufacturer's seals and labels intact.
10. Store materials in accordance with manufacturer's and supplier's instructions.
11. Do not store materials on site without Departmental Representative's approval.
12. PHAC accepts no responsibility for materials or equipment stored on site.
13. When an equipment inventory numbering system exists, identify to the Department Representative, all pertinent data relative to the new piece of equipment upon installation.

#### **4.0 PRODUCTS**

1. Use material and replacement parts that match existing building standard and code requirements. Alternative materials must have prior approval of the Departmental Representative. Any changes to be approved by Departmental Representative.
2. Use products of same type as existing, including classification, unless otherwise approved by Departmental Representative. For new products approved, use products from one manufacturer only.
3. Use new materials that conform to, or exceed the minimum applicable standards of the Canadian Government Standards Board, The Canadian Standards Association and/or the National Building Code of Canada.
4. Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from Provincial Department of Labour.

5. The Contractor shall ensure that all materials used in the workplace are classified and labelled according to the Workplace Hazardous Materials Information Systems (WHMIS).
6. The Contractor shall provide copies of the Material Safety Data Sheets (MSDS) for products used on the premises to the Departmental Representative.

## **5.0 EXECUTION**

1. Use installation procedures and methods of product modification and reconstruction that match the existing facility specification, product specification and to the satisfaction of the Departmental Representative or designate.
2. Unless otherwise specified, complies with manufacturer's latest printed instructions for materials and installation methods.

## ANNEX B

### BASIS OF PAYMENT

It is **MANDATORY** that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter. **This section, when completed, will be considered as the Bidder's financial proposal.**

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

Rates quoted must remain firm for the period of the Contract. Rates MUST include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing. No additional charges will be allowed for travel to the site.

#### **Pricing Schedule #1: ROUTINE AND SCHEDULED SERVICES**

Firm all inclusive rates for **Routine and Scheduled Services**.

Item No.		Contract Year 1	Contract Year 2	Option Year 1	Option Year 2	Option Year 3	Subtotals
	Number of Months	12	12	12	12	12	
1.	<b>Bi-weekly inspection as per Annex A, Statement of Work. Please note that the monthly rate must be based on a bi-weekly inspection schedule (26 inspections per year).</b>						
	<b>1015 Arlington St.</b> - Bi-weekly inspection as per Annex A, Statement of Work						
	Monthly Rate	\$	\$	\$	\$	\$	
	<b>820 Elgin Ave.</b> - Bi-weekly inspection as per Annex A, Statement of Work						
	Monthly Rate	\$	\$	\$	\$	\$	
	<b>745 Logan Ave.</b> - Bi-weekly inspection as per Annex A, Statement of Work						
	Monthly Rate	\$	\$	\$	\$	\$	
	Extended Price	\$	\$	\$	\$	\$	\$
2.	<b>Monthly inspections of pest control devices and monthly service rate Fly Vector Control Lights as per Annex A, Statement of Work.</b>						
	<b>1015 Arlington St.</b> – Up to 5 Fly Vector Control Lights						
	Monthly Rate	\$	\$	\$	\$	\$	
	<b>745 Logan Ave.</b> – Up to 3 Fly Vector Control Lights						
	Monthly Rate	\$	\$	\$	\$	\$	
	Extended Price	\$	\$	\$	\$	\$	\$

## Pricing Schedule #2: AS AND WHEN REQUESTED SERVICES

### TASK AUTHORIZATIONS

Additional services may be required on an "as and when" requested basis and authorized by PHAC's Project Authority through the issuance of a Task Authorization Approval Form. The work requested in any resulting Task Authorization must be for the buildings defined above and for the type of services defined in Annex A - Statement of Work.

The estimated quantities provided below are for evaluation purposes only based on previous history. Canada makes no representation as to the amount of "as and when requested" work pursuant to this Contract and retains the right not to raise any task authorization for Project Cleaning.

Task Authorization includes tasks performed as and when requested by the Project Authority, using the Task Authorization process. Task Authorization services will be paid in accordance to the following pricing schedule:

Firm all inclusive prices/rates for "AS AND WHEN" requested basis.

Item No.	Contract Year 1	Contract Year 2	Option Year 1	Option Year 2	Option Year 3	Subtotals
<b>1 LABOUR:</b> firm hourly rate per individual personnel for 1015 Arlington Street, 820 Elgin Avenue and 745 Logan Avenue:						
i) Regular Hours 07:00 - 18:00, Monday to Friday	\$____/Hour	\$____/Hour	\$____/Hour	\$____/Hour	\$____/Hour	
Estimated Quantity of Hours	45	45	45	45	45	
Extended Price	\$	\$	\$	\$	\$	\$
ii) Outside Regular Hours (Monday to Friday), Weekends and Statutory Holidays	\$____/Hour	\$____/Hour	\$____/Hour	\$____/Hour	\$____/Hour	
Estimated Quantity of Hours	5	5	5	5	5	
Extended Price	\$	\$	\$	\$	\$	\$
<b>2 MATERIALS:</b> Materials will be charged at our laid-down cost plus a mark-up of: (Not to exceed the Manufacturer's suggested retail price). Cost must be supported by copies of the contractor's paid invoices being submitted with invoice to PHAC)						
Mark-up	____%	____%	____%	____%	____%	
Estimated Expenditure	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
* Extended Price	\$	\$	\$	\$	\$	\$



**TOTAL ASSESSED PROPOSAL PRICE:**

**Sum of Basis of Pricing Schedules 1 and 2: \$ \_\_\_\_\_**

\* The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year 1, \$3000.00 estimated expenditure; 10% mark-up quoted = \$3000.00 + (\$3000.00 x 10%) = \$3300.00

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

i) MARK-UP - The difference between the Contractors's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as material handling and general and administrative (G&A) expenses plus profit.

ii) LAID-DOWN COST - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.

**ANNEX C**  
**SECURITY REQUIREMENTS**

Reference attached PDF Document titled, "*Annex C*" attached herein.

## **ANNEX D**

### **INSURANCE REQUIREMENTS**

#### **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 endeavor 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. 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.

## ANNEX E

### TASK AUTHORIZATION USAGE FORM

The Contractor must provide quarterly Task Authorization (TA) usage reports . The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period:</b>			
<b>Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):</b>			

[ ] Check this box if you are submitting a NIL **REPORT** ( We have not done any business with Canada under this Contract, for this period).

Please send all reports to the attention of the Contracting Authority:

Name: Adele Palmer  
E-mail: [adele.palmer@pwgsc-tpsgc.gc.ca](mailto:adele.palmer@pwgsc-tpsgc.gc.ca)  
Telephone: (204) 983-1512

## **ANNEX F**

### **TASK AUTHORIZATION FORM**

Reference attached PDF Document titled, "*Annex F - TA Form*" attached herein.

## APPENDIX A

### NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN: Her Majesty the Queen in right of Canada (referred to as "Her Majesty") represented by the Minister of Health through the Public Health Agency of Canada (referred to in the contract as the "Minister")

AND: \_\_\_\_\_ (Offeror's Name - "Offeror")

#### 1. DEFINITION OF CONFIDENTIAL INFORMATION

- .1 Public Health Agency of Canada (PHAC) proposes to disclose to the Offeror certain of its confidential and proprietary information ("Confidential Information"), which includes, without limitation, all data, blueprints, drawings, material, products, technology, intellectual property, computer programs, specifications manuals, business plans, and other information submitted or disclosed by or on behalf of PHAC orally, in writing, or by any other media, together with any analysis, compilations, forecasts, studies, notes, or other documents and material prepared or produced by the Offeror or his/her employees, agents, subcontractors, representatives, advisors or consultants ("Permitted Representatives") which contains or otherwise reflects Confidential Information.
- .2 Confidential Information does not include information that:
  - (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Offeror;
  - (b) the Offeror can demonstrate to have had rightfully in its possession prior to the disclosure by PHAC to the Offeror;
  - (c) is independently developed by the Offeror without using any Confidential Information; or
  - (d) the Offeror rightfully obtains from a third party who has the right to transfer or disclose it.

#### 2. OFFEROR'S OBLIGATIONS

- .1 The Offeror agrees that the documentation and/or information available as part of the bid solicitation package or obtained during the mandatory site visit (as applicable) by an Offeror in order for an Offeror to submit a bid to the Minister in response to Solicitation No. 6D063-091245 contain information that is confidential or proprietary to Canada or to third parties, and that such information is not to be disclosed or used in any way other than as set out below.
- .2 In consideration of the Minister disclosing the documentation and/or information to the Offeror, the Offeror agrees that:
  - (a) the Offeror shall not, without the prior written permission of the Minister, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the documentation and/or information;
  - (b) the Offeror shall not make copies of the documentation and/or information nor make use of the documentation or any information therein for any purpose other than for the preparation of a bid in response to Solicitation No. \_\_\_\_\_ ;
- .3 The Offeror shall require any proposed subcontractor referred to in (a) above to execute a confidentiality agreement on the same terms and conditions as those contained herein.
- .4 The Offeror acknowledges and agrees that it shall be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada or the Minister caused by the failure of the Offeror, or by

anyone to whom the Offeror discloses the documentation or any information therein, to comply with these terms and conditions.

- .5 Nothing in this Confidentiality Agreement shall be construed as limiting the Offeror's right to disclose any information to the extent that such information:
- (a) is or becomes in the public domain through no fault of the Offeror or any proposed subcontractor;
  - (b) is or becomes known to the Offeror from a source other than Canada, except any source that is known to the Offeror to be under an obligation to Canada not to disclose the information;
  - (c) is independently developed by the Offeror; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- .6 The Offeror shall be required to obtain at a minimum, a Secret Level II Security Clearance, and shall at PHAC's request, provide written proof of such Security Clearance.
- .7 The Confidential Information is to be used by the Offeror for the sole purpose of completing the Project. The Offeror shall not use the Confidential Information otherwise for its own or any third party benefit without the prior written approval of PHAC.
- .8 The Offeror shall not disclose, publish, or disseminate the Confidential Information or any portion thereof to any of its Permitted Representatives or other persons without the written permission of PHAC, and then only for the purpose agreed to by PHAC.
- .9 The Offeror shall take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of the Confidential Information, which includes maintaining in a secure place all Confidential Information and copies thereof, and taking reasonable steps to ensure that no one other than the Permitted Representatives shall have access thereto.
- .10 If the Offeror or one of its Permitted Representatives is required at any time to disclose any portion of the Confidential Information, the Offeror shall provide PHAC with prompt written notice of such requirement so that the Minister may either seek an appropriate remedy or alternatively to waive the Offeror's or Permitted Representative's compliance with the provisions of this Agreement.
- .11 The Offeror shall deliver to PHAC all Confidential Information, together with every copy, record, draft, working paper, and note thereof containing such Confidential Information, upon the completion or termination of the Project, or at such earlier time as PHAC requires.

### 3. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information remains the property of PHAC. Further, any information conceived, developed, or produced by the Offeror as part of completing the Project, where there is copyright or any other intellectual property rights in such information, vests in Her Majesty.

### 4. REPRESENTATIVES, WARRANTIES, LICENSES, ASSIGNMENTS

- .1 The Confidential Information is provided to the Offeror without liability on the part of the Minister, the Crown or any of its agents, employees, representatives or advisors ("Interested Parties"), and no representation or warranties, either expressly or impliedly, as to the adequacy and sufficiency of the Confidential Information is made by any of the Interested Parties.
- .2 The Offeror may not assign this Agreement or any interest herein without PHAC's written consent.



.3 Nothing contained in this Agreement shall grant to or create in the Offeror, expressly or impliedly, any right, title, interest, or license in or to the Confidential Information.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on \_\_\_\_\_ day, the \_\_\_\_\_ day of \_\_\_\_\_, 2014

Signed on behalf of the Offeror (name of the party requesting access to the Confidential Information)

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

Signature: \_\_\_\_\_

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

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

Signed on behalf of Her Majesty the Queen

in Right of Canada as represented by the

Minister of Health

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

Signature: \_\_\_\_\_

Title: Facility Contracts Officer

Date: \_\_\_\_\_, 2014