



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

**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
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Welding Services	
Solicitation No. - N° de l'invitation 6D063-152625/A	Date 2016-11-18
Client Reference No. - N° de référence du client PHAC 6D063-152625	GETS Ref. No. - N° de réf. de SEAG PW-\$PWZ-050-10043
File No. - N° de dossier PWZ-6-39009 (050)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-12-14	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: McRuer, Dan	Buyer Id - Id de l'acheteur pwz050
Telephone No. - N° de téléphone (204)295-6634 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PUBLIC HEALTH AGENCY OF CANADA 1015 ARLINGTON ST WINNIPEG Manitoba R3E3P6 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

IMPORTANT NOTICE TO OFFERORS

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to Part 2, item 5.

INTEGRITY PROVISIONS - OFFER

Changes have been made to the Integrity Provisions - Offer as of 2016-04-04. See 01, Integrity Provision – Offer, of 2006 Standard Instructions - Request for Standing Offers for more information.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC04.

ADDITION OF TERMINOLOGY

Take note of the additional paragraph to be included in clause R2810D identified in SC05.

SECURITY

Prior to issuance of a Standing Offer the successful firm must hold a valid organization security clearance as indicated in PART 6, item 1, and contained in the SRCL.

This notice is to advise ALL interested offerors that in order to be awarded a standing offer which contains a security requirement, all offerors MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the offeror not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the offeror. Please submit your written request with the following information to Dan McRuer by facsimile 204-983-7796 or by e-mail to dan.mcruer@pwgsc-tpsgc.gc.ca

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following website:

<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

STANDING OFFER AUTHORITY

Dan McRuer

Email: dan.mcruer@pwgsc-tpsgc.gc.ca

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) template 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, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6, Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Health & Safety, Usage Reports, Offer, SRCL, and any other annexes.

2. Summary

(i) **RFSO Welding Services at the CSCHAH 1015 Arlington St. and 820 Elgin Ave., and JCWIDRC 745 Logan Ave., Winnipeg, Manitoba.**

Prior to issuance of a Standing Offer the successful firm must hold a valid organization security clearance as indicated in PART 6, item 1, and contained in the SRCL.

Request for a Regional Individual Standing Offer to supply all materials, equipment, labour, transportation, and supervision necessary to perform the following work, as more fully described in the Statement of Work, at Public Health Agency (PHAC) facilities, Winnipeg, Manitoba.

1. It is the intent of this Standing Offer to provide skilled and licensed (as applicable) personnel to provide licensed welding services on an as and when requested basis in the form of specialty welding maintenance, repair and/or renovation work.

2. A copy of each welder's current licence/certification is to be provided to the Departmental Representative upon request.

It is anticipated that one (1) firm will be issued a standing offer. The standing offer will be issued for a 5 year term.

OPTIONAL SITE VISIT: It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held **at 1015 Arlington Street, Winnipeg, Manitoba on December 1, 2016. The site visit will begin at 10:00h CST**, in the Orientation Room. Attendees will be required to report to the main reception desk prior to the start time, and provide photo identification.

Bidders should communicate with the Standing Offer Authority no later than **14:00h CST, November 29, 2016** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet.

Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

- (ii) Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.
- (iii) "The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

3. Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C.

4. Debriefing

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

5. Security Requirement - SECRET

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 (A) - Standing Offer and Resulting Contract Clauses., and the SRCL Annex H.

PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2016-04-04) 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:

Delete: 60 days
Insert: 1 year

2. Submission of Offers

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

.1 Revision of Offer:

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: **(204) 983-0338**

.2 Firm Price and/or Rates:

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

.3 Form: Offers not submitted on the prescribed Offer Form will not be considered.

.4 Alterations: Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

.5 Incomplete Offers: Incomplete offers may be rejected.

.6 Taxes

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

3. Enquiries - Request for Standing Offers

All enquiries MUST be submitted in writing to the Standing Offer Authority no later than seven (7) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. 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 the province of work.

5. PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

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

Solicitation No. - N° de l'invitation
6D063-152625/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwz050

Client Ref. No. - N° de réf. du client
PHAC 6D063-152625

File No. - N° du dossier
PWZ-6-39009

CCC No./N° CCC - FMS No./N° VME

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

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

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 5.

If you accept fill out and sign Appendix 5

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. General

- .1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.
- .2 Submit the Offer, duly completed, to the office designated on page 1 of the RFSO in accordance with the Standard Instructions.
- .3 Sign and date the Offer in accordance with the RFSO.

2. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Annex E - Financial Offer (1 hard copy)

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors are encouraged to:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

.1 Electronic Payment of Invoices – Offer (see SC03 Part 7B)

In accordance with SC03, of Part 7B, if you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E item 3.5 Electronic Payment Instruments, to identify which ones will be accepted.

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

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

Section III: Certifications - Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- c) Offerors shall provide References from previous comparable Work upon request.
- d) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

1.1 Technical Evaluation

Mandatory Technical Criteria

a) MANDATORY REQUIREMENTS - at closing

- i) Pursuant to the General Instructions, submission of Request for Standing Offer (RFSO), offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO. A rate must be entered for each item listed in the unit price schedule of the offer.

b) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer

- i) Status and Availability of Resources
- ii) Health & Safety Requirements
- iii) Integrity Provisions – List of Names
- iv) Insurance
- v) Security Requirement - **SECRET**
- vi) Proof of Financial Capability - upon request

c) CERTIFICATES OR LICENSES - Precedent to issuance of a Standing Offer

- i) Requisite certificates or licenses identified in the RFSO (eg: Certificates, licenses, etc) must be submitted in accordance with Part 5.2.1.

1.2 Financial Evaluation

- .1 Price Schedule - A rate must be entered for each item.
- .2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one (1) standing offer will be issued to the lowest compliant offeror.

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria and Price

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

3. Ranking

- .1 Only one (1) firm will be issued a standing offer.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

.2 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

2. Additional Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

Offerors must submit the certifications as provided below:

.1 Additional Certifications Precedent to Issuance of a Standing Offer

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

CERTIFICATES OR LICENSES - Precedent to issuance of a Standing Offer

1. Requisite certificates or licenses identified in the RFSO must be submitted in accordance with Part 5.

- a) Firms must be licensed to provide welding services in the Province of Manitoba;
- b) Firms must have five (5) years' experience in delivering work of a similar nature in two (2) facilities in the last five (5) years;
- c) Firms must be able to respond to routine requests within one (1) working day, and emergency/urgent requests within two (2) hours during regular business hours, and four (4) hours outside of normal business hours;
- d) Firms must identify a minimum of four (4) welders with certification to perform high pressure welding; and a minimum of three (3) welders with certification to perform stainless steel welding. Welders with dual certification are acceptable;

- e) Certified welders identified must each have a minimum of one (1) year experience in in the trade and in the work outlined in section 2.1 of the Statement of Work.
2. Requisite certificates or licenses identified in the RFSO must be submitted with Offer.
3. Firms must provide proof of their qualifications and experience, and their proposed workers experience by completing and submitting Appendices 1 to 3 of the Offer.

.2 Status and Availability of Resources

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

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

.3 Health & Safety Requirements - per Annex C.

.4 Insurance (per Annex F - Insurance Certificate)

.5 Security (per Annex H - SRCL)

.6 Former Public Servant – Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () NO ()

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

.7 Proof of Financial Capability - upon request, per article 2 of Part 6.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

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 site(s) must meet the security requirement 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.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" <http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31> document on the Departmental Standard Procurement Documents Web site.

2. Financial Capability

Financial Statements: In order to confirm an offeror's financial capability to perform the Contract, the Standing Offer Authority may during the RFSO evaluation phase, request from that offeror current financial information. The requested financial information may include, but is not limited to, an offeror's most recent audited financial statements or financial statements certified by an offeror's chief financial officer. The information provided will be considered in the offer evaluation and selection process. If an offer is found to be non-responsive on the basis that an offeror is considered financially incapable of performing the Work, that offeror will receive a written notification from the Standing Offer Authority.

Should an offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

3. Insurance Terms

The Offeror must provide a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2900D GC10 – Insurance.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

Certificate of Insurance attached at Annex F.

.1 Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

.2 Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

.3 Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

.4 Insurance Proceeds

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

.5 Deductible

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

PART 7 - CLAUSES & CONDITIONS

PART 7(A) - STANDING OFFER

1. Offer - attached at Annex E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices

2. Security Requirement

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance 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 H;
 - (b) *Industrial Security Manual* (Latest Edition).

For additional information on security requirements, proponents should consult the Industrial Security web site at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.

3. Standard Clauses and Conditions

- .1 General Conditions - Standing Offer, 2005 (2016-04-04)
- .2 The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

4. Term of Standing Offer

.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to "to be determined".

The standing offer will be issued for an initial term of five (5) years.

.2 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

.3 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 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, not to exceed the current CPI. (year 5 hourly rate(s) x the % = the new hourly rate) % is not to exceed CPI for construction services for the previous 12 month period for the applicable trade.

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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*
Public Works and Government Services Canada
Acquisitions Branch

Directorate: Real Property Contracting

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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency (Departmental Representative) 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.

6. Identified users

The Identified User authorized to make call-ups against the Standing Offer is: Public Health Agency of Canada (PHAC), Winnipeg, Manitoba.

7. Call-up Procedures

- .1 Best Standing Offer: the offer that provides best value (lowest prices) will be retained. The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

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8. SAMPLE CALL-UP INSTRUMENT

Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE

In accordance with
STANDING OFFER NO.: _____

Conformément à
L'OFFRE PERMANENTE No. _____

Dated _____
and the terms and conditions therein, you are
Requested to carry out the worked described
below.

En date du _____
Et les modalités qui y sont énumérées, ve
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à	
Fax No. ()		attention:	
Project no. - No du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.		
Location of work - Endroit des travaux		Call-up cost, GST/HST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux	

Certified pursuant to subsection 32 (1) of the Financial Administration Act Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques	
_____ Signature	_____ Date
Departmental Representative - Représentant du ministère	
_____ Signature	_____ Date

PWGSC-TPSGC 2829 (03/2006)

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9.1 Individual call-ups against the Standing Offer greater than \$100,000.00 (GST/HST included) must be authorized by the Standing Offer Authority.

10. Priority Documents

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the Supplemental general conditions;
- g) Annexes:
Annex A, Statement of Work / Specifications, and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
Annex B, Basis of Payment;
Annex C, Health & Safety Requirements - Saskatchewan;
Annex D, Periodic Usage Report Form; and
Annex F, Insurance
Annex G; Voluntary Report for Apprentices Employed During the Contract
Annex H, SRCL
- h) the Offeror's offer Annex E, dated _____ (insert date of offer);

11. Certifications

- a) Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. 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 the province of work.

13. 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.

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14. Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

PART 7 (B) - RESULTING CONTRACT CLAUSES

1. The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
 - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
 - (b) General Conditions:
 - (i) GC1 General Provisions R2810D (2016-04-04);
 - (ii) GC2 Administration of the Contract R2820D (2016-01-28);
 - (iii) GC3 Execution and Control of the Work R2830D (2015-02-25);
 - (iv) GC4 Protective Measures R2840D (2008-05-12);
 - (v) GC5 Terms of Payment R2550D (2016-01-28);
 - (vi) GC6 Delays and Changes in the Work R2865D (2016-01-28);
 - (vii) GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
 - (viii) GC8 Dispute Resolution R2884D (2016-01-28);
 - (ix) GC10 Insurance R2900D (2008-05-12);
 - (c) Supplementary Conditions, if any;
 - (d) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
 - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
4. A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up.

5. Interpretation

"Accepted by the Offeror" * means that the Offeror has agreed to, and commenced performance of the work.

"Minister" includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

"Departmental Representative" means the Project Authority who 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.

"Superintendent" or "Supervisor" means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

"Unit Price Table" means the table of prices per unit set out in the Offer; and

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

SUPPLEMENTAL CONDITIONS

SC01 INSERT the following supplementary conditions in the resulting General Conditions:

1. T1204 - Direct Request by Customer Department

- .1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- .2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

1.2. Periodic Reports

- 1.2.1 The Offeror shall provide to the Standing Offer Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Standing Offer Authority no later than fifteen (15) days after the designated reporting period.
- 1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

SC02 TERM OF CONTRACT

.1 Period of the Contract

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

SC03 PAYMENT

.1 CHANGES TO GC5 R2550D - TERMS OF PAYMENT

DELETE GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

GC5.4 Payment

.1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

-
- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
- (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
- (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
- .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
- .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.
6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

3.2 Basis of Payment - see [Annex B](#)

3.3 Limitation of Price

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

3.4 Supplemental Invoicing Instructions - PHAC

Invoicing:

1. Work order numbers must be submitted with each invoice. No invoice will be considered for payment unless work order numbers are indicated on the invoice.
2. Invoice must also show:
 - a) Call-Up against Standing Offer number (if applicable);
 - b) Work location;
 - c) Date;
 - d) Work Order number;
 - e) Description of work activities;

- f) Hours broken down as per Unit Price Table in the Tender and Acceptance (Individual time sheet for each work order itemizing work done, date and hours spent completing the work);
 - g) Material net cost and mark-up;
 - h) State on each invoice whether it is a progress billing or an indication of all work completed;
 - i) Provide a copy of the suppliers invoice for parts and equipment acquired by the Standing Offer holder for final supply to CSCHAH / JCWIDRC.
3. In the event of a dispute, make any and all records available to PHAC to substantiate time and/or materials spent on any one repair. Should there still be a discrepancy, the CSCHAH / JCWIDRC Security sign in log shall be considered accurate.
 4. Pay all taxes levied by law including Federal, Provincial and Municipal.
 5. Materials required to be supplied and installed in the course of a service call shall be clearly identified as to individual costs to the Offeror as invoiced by the supplier. The Offeror shall submit copies of actual invoices from their supplier when submitting claims for payment.

3.5 Electronic Payment of Invoices - Call-up (see PART 3.1)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card.

ANNEX E item 7.1 must be completed to indicate which electronic payment instrument, if any, is acceptable.

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D will not apply to payments made using Electronic Instruments.

SC04 PERFORMANCE EVALUATION-CONTRACT

R2810D General Condition is modified to include the following GC1.22.

GC1.22 Performance Evaluation - Contract

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a. quality of workmanship
 - b. time
 - c. project management
 - d. contract management
 - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a. unacceptable: 0 to 5 points
 - b. not satisfactory: 6 to 10 points
 - c. satisfactory: 11 to 16 points
 - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.

-
- b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
 - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
 - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form [PWGSC-TPSGC 2913](#), Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

SC05 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services”:

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration, services for real property projects.

“Construction Services”:

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

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ANNEXES

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Health & Safety Requirements - Manitoba
- Annex D Periodic Usage Report Form
- Annex E Offer
 - Appendix 1 - Firms Experience
 - Appendix 2 - Individuals
 - Appendix 3 - Individuals Experience
 - Appendix 4 - List of Individuals who are Currently Directors of the Offeror
 - Appendix 5 - Voluntary Certification to Support the Use of Apprentices
- Annex F Voluntary Reports for Apprentices Employed During the Contract
- Annex G Insurance Certificate (The Insurance Terms have been amended. Refer to Part 6 clause 3)
- Annex H Security Requirements Checklist (SRCL)

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ANNEX A
STATEMENT OF WORK

Refer to attached PDF.

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ANNEX B

.1 Basis of Payment

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

.1 Hourly Rates:

The Contractor will be paid firm hourly rates in accordance with the pricing schedule contained in ANNEX E, for work performed in accordance with the Contract.

ANNEX C

MANDATORY HEALTH AND SAFETY - for Work in the Province of Manitoba

1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Standing Offer issue.
 - 1.1 a Workers Compensation Board *Experience and Industry Rating Statement - Manitoba*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Manitoba only*) - Contractors having five (5) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Manitoba, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 assume the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: after contract award, Contractor is ordered by a Change Order

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

MANITOBA

Manitoba Labour
Workplace Safety and Health Branch
200 – 401 York Avenue
Winnipeg, Manitoba, R3C 0P8
Attention: Client Services

Telephone: (204) 945-6848
Facsimile: (204) 945-4556

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DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Manitoba Occupational Health and Safety Act requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than five (5) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

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ANNEX D

Periodic Usage Report Form

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Dan McRuer	(204) 295-6634	dan.mcruer@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
Real Property Contracting, Acquisitions Branch
Ste. 100 - 167 Lombard Avenue
P.O. Box 1408
Winnipeg, Manitoba
R3C 2Z1

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call-up #	TOTAL BILLING

NIL REPORT: We have not done any business with the federal government for this period _____.

PREPARED BY:

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____

ANNEX E OFFER

Description of Work: **Welding Services**

Canadian Science Centre for Human and Animal Health (CSCHAH) and the JC Wilt Infectious Diseases Research Centre (JWIDRC), Winnipeg, MB

1. OFFER

- .1 This Standing Offer is made by the Offeror to Canada;
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Project Authority, hereinafter called the "Departmental Representative";
- .4 Individual Call-ups may be issued, from time to time, during the period identified in Part 7A, clause 4.1, hereinafter called the "Term".

2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;

The Offeror agrees:

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and
- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Canada and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Canada.
- .6 A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .

- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Canada to order any or all of the work, material or plant listed therein.
- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

3. FINANCIAL TERMS

- .1 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .3 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
 - .1 However, they do not include any amount for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
 - .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .4 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .5 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .6 Pricing
 1. The prices requested in the Standing Offer are:
 - a. Hourly rates for regular hours.
 - b. Hourly rates for each hour outside of regular hours.
 - c. In reference to section 2.5 'Materials', material cost is an allowance included in the proposal/offer for purposes of evaluation.
 2. The hourly rates requested in the proposal/offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
 - a. Labour including supervision, allowances and liability insurance
 - b. Travel time
 - c. Transportation/vehicle expenses

d. Tools and tackle

e. Overhead and profit

f. Any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour

3. It is considered that regular hours can fall between 0600 and 1800 hours, Monday to Friday.

.7 Electronic Payment Instruments

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

() VISA Acquisition Card;

() MasterCard Acquisition Card;

.8 Instructions

1. It is MANDATORY that bidders submit firm all inclusive prices/rates for the period of the proposed Standing Offer in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Offer.
2. Should there be an error in the extended pricing of the bidder's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidders' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.
3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

4.1 Unit Price Schedules – Rates

SCHEDULE A) Year 1

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
1.	Hourly rate, including travel time and all related expenses. Minimum of 2 hours per call including travel time.				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	i. Certified Welder	Hour	2,500		
	ii. Labourer / Assistant	Hour	500		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	i. Certified Welder	Hour	200		
	ii. Labourer / Assistant	Hour	50		
2.	Contractor's Mark up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$100,000. =)	n/a	\$100,000.	_____ %	
Subtotal A): Item 1 & Item 2 = Estimated Total Amount Year 1 – GST Extra					

4.1 Unit Price Schedules - Rates (continued)**SCHEDULE B) Year 2**

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
1.	Hourly rate, including travel time and all related expenses. Minimum of 2 hours per call including travel time.				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	i. Certified Welder	Hour	2,500		
	ii. Labourer / Assistant	Hour	500		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	i. Certified Welder	Hour	200		
	ii. Labourer / Assistant	Hour	50		
2.	Contractor's Mark up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$100,000. =)	n/a	\$100,000.	_____ %	
Subtotal B): Item 1 & Item 2 = Estimated Total Amount Year 2 – GST Extra					

4.1 Unit Price Schedules - Rates (continued)

SCHEDULE C) Year 3

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
1.	Hourly rate, including travel time and all related expenses. Minimum of 2 hours per call including travel time.				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	i. Certified Welder	Hour	2,500		
	ii. Labourer / Assistant	Hour	500		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	i. Certified Welder	Hour	200		
	ii. Labourer / Assistant	Hour	50		
2.	Contractor's Mark up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$100,000. =)	n/a	\$100,000.	_____ %	
Subtotal C): Item 1 & Item 2 = Estimated Total Amount Year 3 – GST Extra					

4.1 Unit Price Schedules - Rates (continued)**SCHEDULE D) Year 4**

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
1.	Hourly rate, including travel time and all related expenses. Minimum of 2 hours per call including travel time.				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	i. Certified Welder	Hour	2,500		
	ii. Labourer / Assistant	Hour	500		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	i. Certified Welder	Hour	200		
	ii. Labourer / Assistant	Hour	50		
2.	Contractor's Mark up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$100,000. =)	n/a	\$100,000.	_____ %	
Subtotal D): Item 1 & Item 2 = Estimated Total Amount Year 4 – GST Extra					

4.1 Unit Price Schedules - Rates (continued)**SCHEDULE E) Year 5**

Item	Class of Labour, material or plant	Unit	Estimated Hours / Quantity	Unit Price	Estimated Total Price
1.	Hourly rate, including travel time and all related expenses. Minimum of 2 hours per call including travel time.				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	i. Certified Welder	Hour	2,500		
	ii. Labourer / Assistant	Hour	500		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	i. Certified Welder	Hour	200		
	ii. Labourer / Assistant	Hour	50		
2.	Contractor's Mark up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$100,000. =)	n/a	\$100,000.	_____ %	
Subtotal E): Item 1 & Item 2 = Estimated Total Amount Year 5 – GST Extra					

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4.2 TOTAL EVALUATED PRICE (*Year 1 + Year 2 + Year 3 + Year 4 + Year 5 = Total Evaluated Price*)

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Sub Total SCHEDULE A) Year 1	Sub Total SCHEDULE B) Year 2	Sub Total SCHEDULE C) Year 3	Sub Total SCHEDULE D) Year 4	Sub Total SCHEDULE E) Year 5	Total Evaluated Price (col.1 + col.2 + col.3 + col.4 + col.5 = col.6)
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ GST/HST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

Cost will be evaluated on the Total Evaluated Price in Column 6. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.

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APPENDIX 1 – FIRMS EXPERIENCE – Welding Services

The Offeror certifies that in the last five (5) years they have completed work in the following facilities which is similar to the work described in the RFSO.

Identify two facilities in which the firm has a minimum of five (5) years' of experience. Provide the facility name and address, phone number and name of the Facility Manager, along with a brief Description of the work performed.

1)

2)

APPENDIX 2 - INDIVIDUALS

The Offeror certifies the following named certified welders hold valid certificates.

Identify a minimum of four (4) welders with certification to perform high pressure welding; and a minimum of three (3) welders with certification to perform stainless steel welding. Welders with dual certification are acceptable. Attach copies of certificates/licenses.

<u>NAME</u>	<u>CERTIFICATION</u>	<u>YEARS EXPERIENCE</u>
-------------	----------------------	-------------------------

Certified Welder #1:

Certified Welder #2:

Certified Welder #3:

Certified Welder #4:

Certified Welder #5:

Certified Welder #6:

Certified Welder #7:

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APPENDIX 3 - INDIVIDUALS EXPERIENCE

The Offeror certifies the named certified welders have a minimum of one (1) year experience in the past five years delivering work of a comparable nature to the work described in the Request For a Standing Offer, including experience in welding high pressure steam lines and pressure vessels.

List one (1) project for each individual named in Appendix 2 which they have undertaken in the last five (5) years which displays their qualifications as a certified welder performing work described in the Request For a Standing Offer.

Certified Welder #1:

Certified Welder #2:

Certified Welder #3:

Certified Welder #4:

Certified Welder #5:

Certified Welder #6:

Certified Welder #7:

** The evidence provided by the bidder may be verified. Canada reserves the right to verify information for reference satisfaction.

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APPENDIX 5 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Optional information to provide: _____

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

Trades of those apprentices:

A sample of the "Voluntary Reports for Apprentices Employed during the Contract" is provided at Annex G

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ANNEX F
INSURANCE CERTIFICATE

Refer to attached PDF.

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ANNEX H

SECURITY REQUIREMENTS CHECKLIST (SRCL)

Refer to attached (PDF) SRCL.

ANNEX A - STATEMENT OF WORK

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1. Scope of Work

1.1. Title

Building Welding Services

1.2. Objectives of the Requirement

The Canadian Science Centre for Human and Animal Health (CSCHAH) and the JC Wilt Infectious Diseases Research Centre (JWIDRC) have a requirement for licensed welding services.

The Scope of Work detailed herein includes, but shall not be limited to, the provision, by the Offeror, of all labour, supervision, material and equipment necessary to complete the work and provide the services as detailed herein.

1.3. Background

As Canada's leading public health infectious disease laboratory, the National Microbiology Laboratory (NML) and the National Centre for Foreign Animal Diseases are responsible for the identification, control and prevention of infectious human and animal diseases. The NML is located in the Canadian Science Centre for Human and Animal Health, the only facility to have high containment laboratories for human and animal health in one facility. It is recognized as a leading facility in an elite group of 15 centres around the world, equipped with laboratories ranging from biosafety level 2 to level 4 designed to accommodate the most basic to the most deadly infectious organisms.

The NML's activities include reference microbiology, support to epidemiology programs, surveillance, emergency response, applied and discover research, and management of intellectual assets to improve public health in Canada and internationally.

1.4. Location of Work, Work Site and Delivery Point

For the purposes of this Standing Offer, work is to be performed at the Canadian Science Centre for Human and Animal Health (CSCHAH) located at 1015 Arlington Street and 820 Elgin Avenue, Winnipeg and at the JC Wilt Infectious Diseases Research Centre (JWIDRC) located at 745 Logan Avenue, Winnipeg, Manitoba, Canada.

2. Requirements

2.1. Tasks, Activities, Deliverables and Milestones

- 2.1.1. It is the intent of this Standing Offer to provide skilled and licensed (as applicable) personnel to provide licensed welding services on an as and when requested basis in the form of specialty welding maintenance, repair and/or renovation work. This work is to take place in the general areas of the facilities as well at the containment levels 2, and 3 laboratories at the CSCHAH.

The work is to include:

Licensed Welder to supply welding, cutting and fabricating for:
Licensed Welder to supply welding, cutting and fabricating for repair, modification, maintenance, installation and assembly of ferrous and non-ferrous metal for steel, stainless steel, iron and aluminum to: <ul style="list-style-type: none">• Duct work;• Piping;

ANNEX A - STATEMENT OF WORK

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<ul style="list-style-type: none">• High pressure vessels;• Metal enclosures and structures such as air handling units, enclosures and frames for fans, drives, coils, and filters; and• Architectural metal structures such as stairs, railings, etc.
Licensed welder to perform and record findings of non-destructive checks such as: <ul style="list-style-type: none">• Magnetic particle check;• Leak check;• Dye-penetrans check; and• Radiographic checks.
Read blueprints and specification documents to determine size, extent of project and requirements, compliance with codes and safety regulations.
Assemble, erect or install material and personnel handling devices, scaffolds, ropes, slings and hoists.
Instruct the Project Authority and Program Operation Staff on site of any new operating procedures when installing or modifying new or existing equipment.

- 2.1.2. The Offeror must, upon notice from the Project Authority, rectify at Offeror's expense, any defect which appears in the work within twelve (12) months of the date of completion of the work.
- 2.1.3. The Offeror is required to repair or replace work or defective parts or complete components of the system(s) using only genuine manufacturer's replacement parts.
- 2.1.4. The Offeror will use installation procedures and methods of product modification and reconstruction that match the existing facility specification, product specification and to the satisfaction of the Technical Authority or designate.
- 2.1.5. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- 2.1.6. The Offeror will identifying to the Project Authority any product defect or damage the Offeror may come across or cause in the performance of the work. The report will describe the condition of all equipment, maintenance performed, and recommendations for remedial maintenance and upgrades.
- 2.1.7. A work order number will be provided by the Project Authority for each request for service.
- 2.1.8. When the request for service occurs after normal business hours and/or on weekends, the Offeror is to contact the Project Authority on the first working day following the request to obtain a work order number.
- 2.1.9. Regular business hours are 0600 to 1800 hours, Monday through Friday inclusive, excluding holidays.
- 2.1.10. When requested by the Project Authority, the Offeror will submit a written plan of operation for approval. This is to ensure all work is being performed in a safe manner and will not cause damage to property or equipment, nor impact on critical laboratory programs.
- 2.1.11. Unless otherwise specified, the Offeror shall use its own equipment and software for the performance of this Statement of Work.

ANNEX A - STATEMENT OF WORK

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- 2.1.12. Title to the equipment / furnishings charged against this Standing Offer shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.
- 2.1.13. For each item of equipment / furnishings purchased, the Offeror is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

2.2. Response Times:

- 2.2.1. **“Routine”** - non-urgent service call which is to be performed during regular working hours and on normal working days. The Offeror must respond to request for services within one (1) working day of being notified by the Project Authority.
- 2.2.2. **“Emergency or Urgent”** – Offeror availability is 24 hours a day, 365 days a year and is to respond via telephone within two (2) hours and if required, to proceed to the site within four (4) hours (or as mutually agreed upon during the initial telephone contact) fully equipped with all necessary tools and parts required to facilitate general maintenance repairs. The Offeror is to repair or protect the system and/or equipment from further damage. Once the system has been made safe, provide within one (1) working day, a detailed estimate of time to complete repairs and put the equipment in proper working order.
- 2.2.3. The Offeror must have the ability to receive and respond to calls during normal business hours and to emergency calls outside regular hours.
- 2.2.4. The Offeror must provide telephone numbers for regular service calls and the contact names and telephone numbers for emergency calls. The Offeror is responsible for advising the Project Authority in writing any changes to after-hour personnel schedule changes (weekend / holiday coverage) with a minimum of seven (7) calendar days' notice.

2.3. Personnel

- 2.3.1. The Offeror must provide all necessary labour, material, tools and equipment to carry out maintenance service in accordance with the work schedule.
- 2.3.2. The Offeror must have the ability to provide a minimum of four (4) welders with certification to perform high pressure welding; and a minimum of three (3) welders with certification to perform stainless steel welding. These welders will also have experience in welding high pressure steam lines and pressure vessels. Welders with dual certification are acceptable.
- 2.3.3. Use only skilled and certified welders with a minimum of one (1) year experience in the trade and in the work outlined in section 2.1 of the SOW.
- 2.3.4. All licensing and certifications must be current throughout the entire term of this standing offer and subsequent call-ups.
- 2.3.5. The Offeror must have Certificate of Recognition (CORTM) or Small Employers Certificate of Recognition (SECORTM) Certified from the Canadian Federation of Construction Safety Associations (CFCSA). Proof of Certification must be submitted with your return bid.
- 2.3.6. Labourers / assistants shall be permitted to assist Trades people in the performance of his/her work.
- 2.3.7. The Project Authority may, at any time during the Standing Offer request to inspect or obtain a copy of each tradesperson's license / certificate.

ANNEX A - STATEMENT OF WORK

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- 2.3.8. All Offeror's staff shall be trained and certified in the following: Operation of Scissor Lifts, Scaffold Erection, Confined Space access and Fall Protection. Any required training and associated cost will be the Offeror's responsibility. On-site personnel will be required to produce valid certifications upon request.

2.4. Drawings and Maintenance Manuals

- 2.4.1. Maintenance manuals, specifications and plans are available for viewing from the Project Authority. Copies of the service manuals will not be issued by CSCHAH or JWIDRC.
- 2.4.2. Additions, relocation and removal of equipment must be recorded, dated and initialled by the Offeror or the Project Authority on the "as-built" prints where applicable.
- 2.4.3. As-built drawings are to be marked up accordingly to indicate any deviations to the originals.
- 2.4.4. Offeror is to update equipment service manuals and/or equipment logs to reflect any changes and/or modifications to equipment for future repairs.

2.5. Materials

- 2.5.1. Leave packing or delivery slips for materials or replacement parts, at the time of delivery, with the person or persons appointed by the Project Authority. All materials delivered to the facilities must be delivery to CSCHAH shipping and receiving.
- 2.5.2. Material costs in excess of \$500.00 must be approved for use by the Project Authority prior to installation.
- 2.5.3. Where the Offeror 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 O&M Manuals for the Project Authority.
- 2.5.4. Deliver, store and maintain materials with manufacturer's seals and labels intact.
- 2.5.5. Parts and materials are to be stored in accordance with manufacturer's and supplier's instructions.
- 2.5.6. Do not store materials on site without Project Authority's approval.
- 2.5.7. CSCHAH and JCWIRDC do not accept responsibility for materials or equipment stored on site.
- 2.5.8. When an equipment inventory numbering system exists, identify to the Project Authority, all pertinent data relative to the new piece of equipment.

2.6. Products

- 2.6.1. Materials and replacement parts that match existing building standard and code requirements are to be used. Alternative materials must have prior approval of the Project Authority. Any changes are to be approved by the Project Authority.
- 2.6.2. Products of same type as existing, including classifications, are to be used unless otherwise approved by the Project Authority. For new products approved, use products from one manufacturer only.

ANNEX A - STATEMENT OF WORK

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- 2.6.3. Use new materials that conform to, or exceed the minimum applicable standards of the Canadian Government Standards Board (CSA) and / or the National Building Code of Canada.
- 2.6.4. Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from Provincial Department of Labour.
- 2.6.5. The Offeror shall ensure that all materials used in the workplace are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHMIS).
- 2.6.6. The Offeror shall provide copies of the Material Safety Data Sheets (MSDS) for products used on the premises to the Project Authority.

3. General Requirements

3.1. Specifications and Standards

- 3.1.1. The Offeror shall pay all fees, obtain certificates and permits as required by code and provide the appropriate authorities having jurisdiction with all required information.
- 3.1.2. Furnish these certificates and permits for work to the Project Authority.
- 3.1.3. All required licenses, certifications and permits must be kept current throughout the entire term of this contract.
- 3.1.4. The Offeror must 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:
 - (a) Applicable Federal, Provincial and Municipal statutes, codes, regulations and acts;
 - (b) American Society of Mechanical Engineers Codes;
 - (c) National Building Code of Canada 2010;
 - (d) Pressure Vessels Act;
 - (e) Canadian Welding Bureau standards and procedures;
 - (f) Canadian Biosafety Standards and Guidelines (CBSG);
 - (g) National Fire Protection Association Standards;
 - (h) National Fire Code of Canada;
 - (i) Canada Labour Code, Part II;
 - (j) Fire Commission of Canada #301 Standard for building Construction Operations;
 - (k) Laboratory Biosafety Guidelines;
 - (l) Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and Municipal statutes and authorities;
 - (m) Materials and workmanship must conform to or exceed applicable standards of Canada Government Specifications Board (CGSB), Canadian Standards Association (CSA), and American Society for Testing Materials (ASTM) and reference organizations;
 - (n) Equipment or system manufacturer's specifications and calibration settings, instruction manuals and / or leaflets;
 - (o) Building specifications; and

ANNEX A - STATEMENT OF WORK

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- (p) Workplace Hazardous Materials Information System (WHMIS)
 - (q) In the event of a conflict between any of the codes, regulations, acts or standards outlined in herein, the most stringent shall apply.
- 3.1.5. 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.

3.2. Existing Services

- 3.2.1. Protect and maintain existing active services.
- 3.2.2. Connect to existing services, with minimum disturbance to occupants and building operation.
- 3.2.3. Use existing services at no cost.
- 3.2.4. Any equipment required to be shut down to execute service or repair must be done by the Project Authority or his/her designate or, at the discretion of CSCHAH or JWIDRC, by the Offeror under the supervision of the Project Authority.
- 3.2.5. Regular access hours shall fall within 0600 hours to 1800 hours, Monday through Friday inclusive, excluding holidays. The building operation is 24 hours a day, 365 days a year.
- 3.2.6. Inform the Project Authority immediately of any code violation or required repairs which could pose a hazard to employees or building occupants.

3.3. Cleaning & Waste

- 3.3.1. Maintain work area free of accumulated waste and rubbish.
- 3.3.2. Offeror is to remove and dispose of debris, used and obsolete material on a daily basis. Reuse and recycle wherever possible, onsite or offsite.
- 3.3.3. Remove grease, dust, dirt, stains, finger-prints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by the Standing Offer work.

3.4. Cutting, Fitting and Patching

- 3.4.1. Cut, fit and patch where required for work under this Contract. Make good all disturbed surfaces to original condition.

3.5. Co-ordination and Protection

- 3.5.1. Execute work with minimum disturbance to occupants, public, and normal use of building. Make arrangements with the Project Authority to facilitate execution of work. Maintain access and exits as work area could be occupied during execution of work.
- 3.5.2. Movement of office furniture is the Offeror's responsibility. Laboratory equipment and furniture will require prior approval from the Project Authority prior to moving.
- 3.5.3. Furniture including desks, file cabinets, shelving units, chairs, and cabinets, which are moved because of the work requirements must be moved back at the end of each workday unless otherwise specified.
- 3.5.4. Where necessary, cover furniture and fittings in work areas prior to commencement of work; remove covers on completion of work.
- 3.5.5. Perform any work that may disrupt the operations of the occupying clients after regular work hours (0600 – 1800 Monday to Friday).

ANNEX A - STATEMENT OF WORK

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- 3.5.6. Obtain Project Authority's approval before cutting, boring or sleeving load bearing members. If engineering service are required to provide design and inspection of site, the Offeror will be responsible to obtain the service.
- 3.5.7. Maintain an as-built drawing showing the exact location of any changes made to the building, systems and equipment as per Section 2.4
- 3.5.8. Ensure Hot Works procedures are adhered to at all times.
- 3.5.9. The Offeror must be prepared to work with CSCHAH or JWIDRC staff to carry out verifications.
- 3.5.10. Protect existing work from damage.
- 3.5.11. All possible safety precautions are to be taken to ensure the protection of employees or occupants during the course of the work.

3.6. Work Done by Other Means

- 3.6.1. This Standing Offer does not create an exclusive right of the Offeror to perform the services specified herein. CSCHAH and JWIDRC reserve the right to have any work done by other means.

3.7. Workmanship

- 3.7.1. All reconstruction and modification work must match or exceed the quality of fit and finish of the original or existing work. All workmanship is subject to inspection and approval.
- 3.7.2. Replace all work unsatisfactory to the Project Authority without extra cost.

3.8. Technical, Operational and Organization Environment

- 3.8.1. The Offeror's work will be coordinated by the Offeror's Representative under the direction of the CSCHAH or JCWRIDC staff responsible for the work.

3.9. Method and Source of Acceptance

- 3.9.1. Each requested task will be considered complete when the work order is signed off by the Project Authority as completed.

3.10. Project Management Control Procedures

- 3.10.1. The individual identified in the Offeror's proposal as the Offeror's Representative will ensure the scope of work is brought in on time, on budget and of an acceptable quality.

4. OTHER TERMS AND CONDITIONS OF THE SOW

4.1. Authorities

- 4.1.1. The following personnel are the authorized contacts:

Project Authorities:

Manager, Technical Services:

XXXX XXXXXX

Energy Centre Manager

Telephone: (204) XXX-XXXX Email:

Alternate:

ANNEX A - STATEMENT OF WORK

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Mechanical Specialist

Telephone (204) XXX-XXXX Email:

After regular working hours, authorized contact will be available through a phone number that will be supplied to the Offeror.

4.2. Invoicing:

- 4.2.1. Work order numbers must be submitted with each invoice. No invoice will be considered for payment without work order numbers indicated on the invoice.
- 4.2.2. Each invoice must indicate the following information:
 - (a) Call-Up against Standing Offer number (if applicable)
 - (b) Work Order number
 - (c) Work location
 - (d) Date
 - (e) Description of work activities
 - (f) Hours itemized as per Basis of Payment (individual time sheet for each work order identifying work done, date and hours required to complete the work).
 - (g) Material - list price plus mark up;
 - (h) Indicated on each invoice whether it is a progress billing or if all work is completed;
 - (i) Provide a copy of the suppliers invoice for parts and equipment acquired by the Offeror for final supply to CSCHAH and JWIDRC.
- 4.2.3. In the event of a dispute, make any and all records available to the Public Health Agency of Canada (PHAC) to substantiate time and/or materials spent on any one repair. Should there still be a discrepancy, the CSCHAH or JWIDRC Security sign in logs and/or card reader date shall be utilized and considered accurate.
- 4.2.4. Pay all taxes levied by law including Federal, Provincial and Municipal.
- 4.2.5. Materials required to be supplied and installed in the course of a service call shall be clearly identified as to individual cost to the Offeror as invoiced by the supplier.
- 4.2.6. The Offeror shall submit copies of actual invoices from their supplier when submitting claims for payment.

4.3. Language of Work

- 4.3.1. English

4.4. Special Requirements

4.4.1. Site Safety

- 4.4.1.1. Comply with the Canadian Code for Construction safety, The Manitoba Workplace Safety and Health Act and the requirements of the Fire Commissioner of Canada relating to the safety of persons on the worksite or the protection of the property against loss or damage from any cause including fire.

ANNEX A - STATEMENT OF WORK

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4.4.1.2. All persons including Offerors, 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 facility. On occasion CSCHAH or JWIDRC may have requirements above minimum safety requirements.

4.4.1.3. The Offeror and his/her employees are to comply with Laboratory Bio-Safety procedures and protocol which will be reviewed during the CSCHAH orientation session on building policies.

4.4.2. Site Security

4.4.2.1. Site security is the responsibility of the Offeror who shall erect temporary site or dust enclosures to prevent dust or other contaminants from escaping into other areas; barricades or fencing to prevent unauthorized entry.

4.4.2.2. Any work that may disrupt the operations of the occupying clients will be carried out after regular building operational hours. For all work carried out after regular building operational hours, the Manager, Security Operations will determine acceptable building security.

4.4.3. Facility Access

4.4.3.1. Only those employees whose names appear on the Offeror's approval list will be allowed access to the site under this Contract.

4.4.3.2. The Offeror and his/her employees must provide valid photo identification and register with CSCHAH or JWIDRC Security on-site when entering and leaving the facility to obtain and return a facility access pass.

4.4.3.3. All keys and/or proximity cards entrusted to the Offeror and his/her employees for the fulfillment of this Standing Offer 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 Project Authority.

4.4.3.4. Employees of the Offeror shall be subject to questioning and search of tools and supplies in relation to security matters by designated security staff.

4.4.4. Building Policies

4.4.4.1. The Offeror and his/her employees shall follow building policies and regulations including fire evacuation procedures, laboratory protocol, security requirements, and any directive issued from time to time by the Project Authority.

4.4.4.2. All approved employees of the Offeror must attend an orientation session on CSCHAH and JWIDRC building policies. This session is paid for by PHAC and subsequent orientation sessions will be made available for any new employees of the Offeror during the duration of this Contract.

4.4.4.3. All personnel representing the Offeror which may have access to the CSCHAH or JWIDRC facilities, 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 granted access to the facility, such documentation and/or information.

4.4.4.4. The CSCHAH and JWIDRC are LATEX GLOVE FREE facilities. No latex gloves are permitted in the facilities.

ANNEX A - STATEMENT OF WORK

Page 10 of 11

- 4.4.4.5. Fastening devices – Explosive actuated – Powder activated devices using explosive shells are not permitted in the facility.
- 4.4.4.6. CSCHAH will supply tools and Personal Protective Equipment (“PPE” inside of the containment level 3 and 4 areas of the laboratory. These tools are the property of CSCHAH and will not be allowed to leave these areas. The Offeror shall contact the Project Authority if insufficient and/or specialty tools are not available within the containment area.
- 4.4.4.7. Provisions of tools and PPE by CSCHAH for work performed in containment areas are in accordance with building policies and applicable regulatory directives. Accordingly, no employee-employer relationship is to be implied or construed by this provision.
- 4.4.4.8. All materials coming to the facility must be delivered to CSCHAH shipping and receiving. At the time of delivery, leave packing or delivery slips for materials or replacement parts with the person or persons appointed by the Project Authority.
- 4.4.4.9. Attend meetings on site when requested by the Project Authority.
- 4.4.4.10. Conserve energy and non-renewable resources with due regard for property protection, safety of workers and employees and override by-laws and regulations.
- 4.4.4.11. 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.
- 4.4.4.12. Respect the Government of Canada’s No Smoking policy on these premises.
- 4.4.4.13. The use of AM/FM radios and other similar devices (boom boxes included) will not be allowed in mechanical spaces, corridors and related areas.
- 4.4.4.14. 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 or MP3 players.
- 4.4.4.15. All personnel/visitors are prohibited from using personal or business related portable electronic devices to take photos/videos or personnel or government assets. This applies to all areas of the facility.
- 4.4.4.16. Wherever possible, the use of scented products is to be minimized. Offeror’s employees working on-site at the CSCHAH or JWIDRC are to be advised to limit the use of scented personal products (perfumes, aftershaves, etc.).

4.4.5. Immunization and Health Certificate of Offeror’s Employees

- 4.4.5.1. Immunization and a health assessment may be required depending on the 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 Offeror will be advised of any requirements. If required. As a minimum, the following shall apply:
- 4.4.5.2. Basic requirements for entry into the facility and CL02: Current TD (tetanus) booster; i.e. within the past 10 years; Hepatitis B highly recommended. Costs associated with these requirements will be the responsibility of the Offeror and/or the Offeror’s employee;

ANNEX A - STATEMENT OF WORK

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- 4.4.5.3. For CL03 Entry – based on a “case by case” risk assessment, the following activities will be performed on site as required: Entrance Serum storage, Exit Serum Storage and health history (Cat II medical with Occupational Health Nurse or Cat III medical with physician if deemed necessary). Costs associated with these requirements will be the responsibility of CSCHAH.
- 4.4.5.4. CL03 TB lab Only Mantoux TB skin test. Costs associated with this requirement will be the responsibility of CSCHAH.
- 4.4.5.5. When requested, proof of testing and/or immunization must be provided to the Project Authority.

4.4.6. Laboratory Bio Safety Guidelines

- 4.4.6.1. The Canadian Biosafety Standards and Guidelines (CBSG) provide information regarding the controls and restrictions when working in containment laboratories. The CBSG is online and the link is <http://canadianbiosafetystandards.collaboration.gc.ca/cbsg-ndlcb/index-eng.php>. Chapter 4 – Operational Practice Requirements, in particular describes the operational practice requirements designed to mitigate risks.
- 4.4.6.2. **Note:** Maintenance personnel and service contractors are not required and/or permitted to enter a CL4 space to perform repairs or installations unless the laboratory is shut down and decontaminated.

4.4.7. Parking

- 4.4.7.1. There is no available parking at 745 Logan Avenue location and vehicle owners are required to find alternative parking off site of the JC Wilt facility.
- 4.4.7.2. Parking will be made available at 1015 Arlington Street 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).
- 4.4.7.3. Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.
- 4.4.7.4. Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.
- 4.4.7.5. 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.
- 4.4.7.6. There will be no overnight parking or storage of a vehicle allowed.
- 4.4.7.7. CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
- 4.4.7.8. Unauthorized vehicles will be subject to tow at the owner's expense

ANNEX F - CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Welding Services – Public Health Agency of Canada, Winnipeg, MB	Standing Offer No. 6D063-152625/001/PWZ
	Project No. Various

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

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

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

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

Telephone number

Signature

Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

RECEIVED

MAR 14 2015

ANNEX H - ANNEXE H



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

20152625

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Contract Number / Numéro du contrat 20152625
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Non Oui

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

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



Contract Number / Numéro du contrat 20152625
Security Classification / Classification de sécurité UNCLASSIFIED

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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