

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Attn: Drew Johnson

Email: drew.johnson@canada.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of Canada

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

Proposition à: Agence de la santé publique du Canada

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

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Health Canada | Public Health Agency of Canada

200 rue Eglantine Driveway

Ottawa, Ontario

K1A 0K

Title – Sujet Specialty Epoxy Coatings Services	
Solicitation No. – N° de l'invitation 1000217976A	Date 2021-01-25
Solicitation Closes at 2:00 PM L'invitation prend fin à on / le – February 25, 2021	Time Zone Fuseau horaire EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à : Name: Drew Johnson Email: drew.johnson@canada.ca Telephone – téléphone : 613-941-2102	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
<hr/> (type or print)/ (taper ou écrire en caractères d'imprimerie)	
<hr/> Signature	<hr/> Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and the Task Authorization Form.

1.2 Summary

- 1.2.1 The Public Health Agency of Canada (PHAC) National Microbiology Laboratory Canadian Science Centre for Human and Animal Health (CSCAH) and the JC Wilt Infectious Diseases Research Centre (JWIDRC) in Winnipeg, Manitoba have a requirement for specialty epoxy coatings work.

All of the work will be on an as and when needed basis and will be called upon using Task Authorizations.

The period of the Contract will be from the Date of Contract Award to March 31, 2024 with the option of two additional one-year periods.

It is the intent of this Contract to provide skilled, licensed (as applicable) and factory-trained personnel as detailed herein.

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

1.3 Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to drew.johnson@canada.ca by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separate attachments as follows:

- Section I: Technical Bid – one electronic copy by email;
- Section II: Financial Bid – one electronic copy by email;
- Section III: Certifications – one electronic copy by email; and
- Section IV: Additional Information – one electronic copy by email

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex B.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - 1) the name of the individual;
 - 2) the date of birth of the individual; and
 - 3) if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

	Mandatory Technical Criteria	Bid Preparation Instructions	Met Not Met	Reference to Page / Proposal
MT1	<p>Firm Experience</p> <p>The Bidder must demonstrate that they have completed two (2) projects providing Specialty Epoxy Coating Services in the last five (5) years.</p> <p>Projects MUST be of similar scope and complexity to the current requirement.</p>	<p>The bidder must provide two (2) detailed project descriptions. Project descriptions MUST include:</p> <ul style="list-style-type: none"> • The name and address of facility; and • a brief description of the work performed including the square footage; and • a list of all products used. 		
MT2	<p>Resource Experience</p> <p>The Bidder must propose a minimum of two (2) Specialty Epoxy Technicians each with a minimum of two (2) year's experience providing Specialty Epoxy Coating Services within the last five (5) years.</p>	<p>The bidder must provide a detailed CV for each proposed technician including details of their education and work experience specific to Specialty Epoxy Coating Services within the last five (5) years.</p>		

4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

	Point Rated Technical Criteria	Maximum Points	Actual Score	Reference to Page / Proposal
RT1	<p>The Bidder should demonstrate, by providing project descriptions, that they have experience providing Specialty Epoxy Coating Services in facilities:</p> <ul style="list-style-type: none"> • up to 7000 square meters; and 	/15	/15	

	<ul style="list-style-type: none"> over 7000 square meters <p>Project descriptions should include:</p> <ul style="list-style-type: none"> The name of the client; The start and end dates of the project; The size of the facility and the services provided; Contact information (name, telephone number and/or email address) for the client. <p>Canada reserves the right to contact references to validate experience.</p> <p>POINTS ALLOCATION: 1 point each for up to 5 facilities under 7000 square meters (up to 5 points); AND 2 points each for up to 5 facilities over 7000 square meters (up to 10 points).</p>			
RT2	<p>The Bidder should demonstrate by providing project descriptions that they have experience providing Specialty Epoxy Coating Services in the following facility categories:</p> <p>Category 1: <u>Level 2 and 3 Bio Containment Laboratories</u>;</p> <p>Category 2: Pharmaceutical Laboratories and Industry;</p> <p>Category 3: University & Hospital Laboratories and Clean Rooms</p> <p>Project summary (one per category) should include:</p> <ul style="list-style-type: none"> The name of the client; The start and end dates of the project; The category of the facility; Contact information (name, telephone number and/or email address) for the client. <p>Canada reserves the right to contact references to validate experience.</p> <p>POINTS ALLOCATION Category 1: 9 points; and Category 2: 6 points; and Category 3: 5 points</p>	/20	/20	
RT3	<p>The Bidder should provide the contact information (name and email address) for three (3) references who Canada may contact to discuss the following:</p> <ol style="list-style-type: none"> Quality of Workmanship (i.e. performance, 	/45	/45	

	<p>efficiency, cleanup);</p> <ol style="list-style-type: none"> 2. Availability: (i.e. same day, next day, longer); 3. Compliance with Operating Procedures and Health & Safety Requirements (i.e. use of protective equipment as required); 4. Timeliness (i.e. completes work before or on schedule, or delays) 5. Professionalism (i.e. friendly and professional interactions with management and technicians) <p>POINTS ALLOCATION: Up to three (3) points on each of the above noted criteria for each reference as follows:</p> <p>EXCELLENT: 3 points SATISFACTORY: 2 points POOR: 1 point</p>			
RT4	<p>The bidder should provide a contingency plan which addresses each of the following:</p> <ul style="list-style-type: none"> • Access to secret-cleared technicians for the duration of the contract period; • Ability to provide services after business hours and on statutory holidays. <p>POINTS ALLOCATION:</p> <p>5 points: an acceptable contingency plan has been provided which thoroughly addresses each item;</p> <p>3 points: a contingency plan has been provided, but doesn't adequately address each item;</p> <p>0 points: no contingency plan provided.</p>	/5	/5	
RT5	<p>The Bidder should propose additional qualified technicians with a minimum of two (2) years experience providing Specialty Epoxy Coating Services (i.e. in addition to the two proposed for MT2). The bidder should provide a detailed CV for each additional proposed resource, which includes details of their education and work experience specific to Specialty Epoxy Coating Services.</p> <p>POINTS ALLOCATION: 5 points for each additional qualified technician to a maximum of 15 points.</p>	/15	/15	
RT6	<p>The Bidder should indicate if the technicians proposed for MT2 have more than the minimum of two years'</p>	/20	/20	

<p>experience in providing Specialty Epoxy Coating Services as described in the RFP.</p> <p>The bidder must provide detailed CVs highlighting relevant experience, including start and end dates.</p> <p>POINTS ALLOCATION: 3-5 years' experience: 5 points 6-8 years' experience: 10 points 9-10 years' experience: 15 points Over 10 years' experience: 20 points</p>			
<p>SCORE: MINIMUM OVERALL OF 72/120 REQUIRED (60%)</p>	/120		

4.2 Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the Request for Proposal (RFP); and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bidders not meeting (a) or (b) or (c) above will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bidders are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](#) list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

5.2.2.2.1 SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

5.2.3.2.2 SACC Manual clause [A3015C](#) (2014-06-26) Certifications – Contract

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

6.2 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

Task Authorization:

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

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions.

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

7.1.2.3 Minimum Work Guarantee – All the Work - Task Authorizations

1. In this clause,
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
"Minimum Contract Value" means 3%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions – Higher Complexity - Services apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor must, at all times during the performance of the Contract, 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 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 must comply with the provisions of the:
 1. Security Requirements Check List, attached at Annex C;
 2. Industrial Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract Award to March 31, 2024 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Drew Johnson

Title: Senior Procurement and Contracting Officer

Telephone: 613-941-2102

E-mail address: drew.johnson@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at contract award)

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

7.5.3 Contractor's Representative

(To be inserted at contract award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

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

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

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
 - b. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. One (1) electronic copy must be forwarded to the Project Authority and to hc.p2p.east.invoices-factures.est.sc@canada.ca for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance – Specific Requirements
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____, (*insert date of bid*)

7.14 Insurance – Specific Requirements

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

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

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

ANNEX A - STATEMENT OF WORK

Scope of Work

1.1. Title

Specialty Epoxy Coatings 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 specialty epoxy coatings work.

The Scope of Work detailed herein includes, but shall not be limited to, the provision, by the Contractor, of all labour, supervision, material and equipment necessary to complete the work and provide the services as detailed herein. In addition to the general areas of the facilities, work may include maintenance, repairs and /or renovation in Containment Level 2, 3 and 4 Laboratories.

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 JC Wilt Infectious Diseases Research Centre (JWIDRC) is one of few laboratories in North America to received LEED® Canada Gold, the second highest status for leadership in Energy and Environmental Design. LEED® is a rating system that is recognized as the international mark of excellence for green building in over 132 countries.

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 Contract, 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. The work is to include:

- Supply of labour and materials for repair, maintenance and installation of Specialty Epoxy Coatings at CSCHAH and JWIDRC in the general areas of the facilities as well at the containment levels 2, 3, and 4 laboratories at the CSCHAH and JWIDRC.
- These activities follow the exact procedures used during original installation (including, but not limited to: chipping, sanding, patching, grinding etc.)

- Contractor will provide necessary material and equipment needed to carry out these activities.
 - 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.
- 2.1.2. The Contractor 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 Project Authority or designate.
- 2.1.3. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
- 2.1.4. The Contractor will identifying to the Project Authority any product defect or damage the Contractor may come across or cause in the performance of the work.
- 2.1.5. A work order number will be provided by the Project Authority for each request for service.
- 2.1.6. When the request for service occurs after normal business hours and/or on weekends, the Contractor is to contact the Project Authority on the first working day following the request to obtain a work order number.
- 2.1.7. Regular business hours are 0600 to 1800 hours, Monday through Friday inclusive, excluding holidays.
- 2.1.8. When requested by the Project Authority, the Contractor 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.

2.2. 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 Contractor must respond to request for services within one (1) working day of being notified by the Project Authority.
- 2.2.2. The Contractor must have the ability to receive and respond to calls during normal business hours.
- 2.2.3. The Contractor must have the ability to provide service outside of regular business hours as requested by the Project Authority.
- 2.2.4. The Contractor must provide telephone numbers for regular service calls and the contact names. The Contractor 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 Contractor must provide all necessary labour, material, tools and equipment to carry out maintenance service in accordance with the work schedule.
- 2.3.3. Helpers shall be permitted to assist the technician in the performance of his/her duties. Certification training of Helpers will not be permitted at CSCHAH or JWIDRC.
- 2.3.4. The Contractor must maintain a valid Certificate of Recognition (CORTM) or Small Employers Certificate of Recognition (SECORTM) Certified from the Canadian Federation of Construction Safety Associations (CFCSA) during the Contract period. PHAC may request a copy at a later date.

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.

2.5. 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 delivered to CSCHAH shipping and receiving.
- 2.5.2. Material costs in excess of \$1,000.00 must be approved for use by the Project Authority prior to installation.
- 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.

2.6. 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.
- 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 Contractor 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 Contractor shall provide copies of the Material Safety Data Sheets (MSDS) for products used on the premises to the Project Authority.
- 2.6.7. (i) Epoxy Flooring:

System Physical Properties: Provide Epoxy resin flooring system with the following minimum physical property requirements when tested according to test methods indicated:

1. Compressive Strength: 10,000 psi after 7 days per ASTM C 579.
2. Tensile Strength: 1,750 psi per ASTM C 307.
3. Flexural Strength: 4,000 psi per ASTM C 580.
4. Water Absorption: < 1% per ASTM C 413.
5. Impact Resistance: > 160 in. lbs. per ASTM D 2794.
6. Flammability: Class 1 per ASTM E-648.
7. Hardness: .85 to .90, Shore D per ASTM D 2240.
8. Flexural Modulus of Elasticity: 2.0x10⁶ psi per ASTM C-580
9. Thermal Coefficient of Linear Expansion: 1.4x10⁻⁵ in./in.°F per ASTM C-531

(ii) Epoxy Paint (walls and ceilings)

Generic Type: Modified polyester-polyurethane

Description: A high performance finish that provides a durable, impermeable, and easily sanitized surface. This polyester-polyurethane is fortified for film toughness, quick-dry properties, and outstanding color stability. Used to provide the best overall protection for a combination of aggressive chemicals/cleaning, abrasion and impact resistance, and color stability.

Features

- Versatile multi-purpose coating
- Tough, high gloss finish
- Excellent application properties
- VOC-compliant for most areas
- Tough, chemical resistant film
- Excellent color stability
- Suitable for use in USDA inspected facilities

3. General Requirements

3.1. Specifications and Standards

- 3.1.1. The Contractor 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. Provide 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 Contractor 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 2015;
 - (d) Canadian Biosafety Standards and Guidelines (CBSG);
 - (e) National Fire Protection Association Standards;
 - (f) National Fire Code of Canada;
 - (g) Canada Labour Code, Part II;
 - (h) Fire Commission of Canada #301 Standard for building Construction Operations;
 - (i) Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and Municipal statutes and authorities;

- (j) 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;
- (k) Equipment or system manufacturer's specifications and calibration settings, instruction manuals and / or leaflets;
- (l) Building specifications; and
- (m) Workplace Hazardous Materials Information System (WHMIS)
- (n) 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 (ie: Electricity, water, natural gas, etc)
- 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 Contractor under the supervision of the Project Authority.
- 3.2.5. 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. Contractor 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 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 Contractor'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).
- 3.5.6. Obtain Project Authority's approval before cutting, boring or sleeving load bearing members/beams. If engineering service are required to provide design and inspection of site, the Contractor 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 Contractor 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 contract does not create an exclusive right of the Contractor 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.

3.8. Technical, Operational and Organization Environment

- 3.8.1. The Contractor's work will be coordinated by the Contractor'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 Contractor's proposal as the Contractor'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

4.2. Language of Work

- 4.2.1. English

4.3. Special Requirements

4.3.1. Site Safety

- 4.3.1.1. 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.
- 4.3.1.2. All persons including Contractors, 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.

- 4.3.1.3. The Contractor 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 Contractor 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 Contractor's approval list will be allowed access to the site under this contract.
- 4.4.3.2. The Contractor 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 Contractor and his/her employees for the fulfillment of this Contract must be returned to the security desk before departure from the building at the end of each working day. All lost keys or cards must be immediately reported to the security desk or the Project Authority.
- 4.4.3.4. Employees of the Contractor 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 Contractor 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 Contractor 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 Contractor during the duration of this Contract.
- 4.4.4.3. The CSCHAH and JWIDRC are LATEX GLOVE FREE facilities. No latex gloves are permitted in the facilities.
- 4.4.4.4. Fastening devices – Explosive actuated – Powder activated devices using explosive shells are not permitted in the facility.
- 4.4.4.5. 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 Contractor shall contact the Project Authority if insufficient and/or specialty tools are not available within the containment area.
- 4.4.4.6. 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.

- 4.4.4.7. 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.
- 4.4.4.8. Attend meetings on site when requested by the Project Authority.
- 4.4.4.9. Conserve energy and non-renewable resources with due regard for property protection, safety of workers and employees and override by-laws and regulations.
- 4.4.4.10. 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.
- 4.4.4.11. Respect the Government of Canada's No Smoking policy on these premises.
- 4.4.4.12. The use of AM/FM radios and other similar devices (boom boxes included) will not be allowed in mechanical spaces, corridors and related areas.
- 4.4.4.13. 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.
- 4.4.4.14. 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.
- 4.4.4.15. Wherever possible, the use of scented products is to be minimized. Contractor'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.).
- 4.4.4.16. Due to the ongoing COVID-19 pandemic, on occasion, the CSCHAH may require the Contractor's representatives follow additional mandated health and safety measures prior to entering and while within Government of Canada buildings. These mandated safety practices will be communicated to the Contractor as they arise.

4.4.5. Immunization and Health Certificate of Contractor'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 Contractor 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 Contractor and/or the Contractor's employee;
- 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 <https://www.canada.ca/en/public-health/services/canadian-biosafety-standards-guidelines.html>. 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 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) Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.
- 4.4.7.3. Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.
- 4.4.7.4. 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.
- 4.4.7.5. There will be no overnight parking or storage of a vehicle allowed.
- 4.4.7.6. CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
- 4.4.7.7. Unauthorized vehicles will be subject to tow at the owner's expense

ANNEX B – BASIS OF PAYMENT

1. PRICING

1. The prices requested in the Proposal are:
 - i. Hourly rates for regular hours
 - ii. Hourly rate for each hour outside of regular hours.
 - iii. In reference to section 2.5 “Materials”, material cost is an allowance included in the proposal for purposes of evaluation.

2. The hourly rates requested in the proposal and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
 - Labour including supervision, allowances and liability insurance
 - Travel time
 - Transportation / vehicle expenses
 - Tools and tackle
 - Overhead and profit
 - Any other incidental expense 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.

Year 1 pricing – April 1, 2021 to March 31, 2022

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				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	i. Special Epoxy Coating Technician	Hour	Up to 1500		
	ii. Helper	Hour	Up to 300		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	i. Special Epoxy Coating Technician	Hour	Up to 500		
	ii. Helper	Hour	Up to 100		
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					

Year 2 pricing – April 1, 2022 – March 31, 2023

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				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	iii. Special Epoxy Coating Technician	Hour	Up to 1500		
	iv. Helper	Hour	Up to 300		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	iii. Special Epoxy Coating Technician	Hour	Up to 500		
	iv. Helper	Hour	Up to 100		
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 2 – GST Extra					

Year 3 pricing – April 1, 2023 to March 31, 2024

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				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	v. Special Epoxy Coating Technician	Hour	Up to 1500		
	vi. Helper	Hour	Up to 300		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	v. Special Epoxy Coating Technician	Hour	Up to 500		
	vi. Helper	Hour	Up to 100		
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 3 – GST Extra					

Option Year 1 pricing – April 1, 2024 to March 31, 2025

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				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	vii. Special Epoxy Coating Technician	Hour	Up to 1500		
	viii. Helper	Hour	Up to 300		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	vii. Special Epoxy Coating Technician	Hour	Up to 500		
	viii. Helper	Hour	Up to 100		
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 Option Year 1 – GST Extra					

Option Year 2 pricing – April 1, 2025 to March 31, 2026

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				
	During Regular Hours 0600- 1800 hours, Monday through Friday				
	ix. Special Epoxy Coating Technician	Hour	Up to 1500		
	x. Helper	Hour	Up to 300		
	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and all holidays				
	ix. Special Epoxy Coating Technician	Hour	Up to 500		
	x. Helper	Hour	Up to 100		
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 Option Year 2 – GST Extra					

ANNEX C- SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 1000217976
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 Provision of Epoxy Application Services		
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"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED NATO DIFFUSION RESTREINTE <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"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/> PROTECTED B PROTÉGÉ B <input type="checkbox"/> PROTECTED C PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada / Gouvernement du Canada

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1000217976

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UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Contract Number / Numéro du contrat 1000217976
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				CCMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	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).

ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX E - INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX F - TASK AUTHORIZATION FORM

Contract Number:			
Task Authorization (TA) No. / PO Number:			
TA Validity Period:		Start:	End:
Financial Coding:			
Contractor's Name and Address			
.			
Original Authorization			
Total Estimated Cost of Task (GST/HST extra) before any revisions:			
TA Revisions Previously Authorized (as applicable)			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$		
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$		
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$		
New TA Revision (as applicable)			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):		
Total Estimated Cost of Task (GST/HST extra) after this revision:			
Contract Security Requirements (as applicable)			
This task includes security requirements.			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.			

Required Work
SECTION A - Task Description of the Work required
SECTION B - Applicable Basis of Payment
SECTION C - Cost Breakdown of Task
SECTION D - Applicable Method of Payment

Authorization
<p>By signing this TA, the Project Authority certifies that the content of this TA is in accordance with the Contract.</p> <p>Name of Project Authority</p> <p>_____</p> <p>Signature _____ Date: _____</p>
Contractor's Signature
<p>Name and title of individual authorized to sign for the Contractor</p> <p>_____</p> <p>Signature _____ Date _____</p>