Title - Suiet

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

Breaker Maintenance	
Solicitation No. – N° de l'invitation 1000226521	Date February 22, 2021
Solicitation Closes at 2:00 PM	Time Zone
L'invitation prend fin à	Fuseau horaire
on / le – March 25, 2021	EST
F.O.B F.A.B. Plant-Usine: ☐ Destination: ⊠	Other-Autre:
Address Enquiries to: - Adresser tou Name: Drew Johnson Email: drew.johnson@canada.ca Telephone – téléphone : 613-941-2102	·
Destination – of Goods, Services, an Destination – des biens, services et d See Herein – Voir ici	d Construction:
Delivery required - Livraison exigée	
See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournis Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone : Name and title of person authorized	
Vendor/firm Nom et titre de la personne autorisée fournisseur/de l'entrepreneur	_
(type or print)/ (taper ou écrire en ca	ractères d'imprimerie)
Signature	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 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 Check List and the Task Authorization Form.

1.2 Summary

- 1.2.1 The Canadian Science Centre for Human and Animal Health (CSCHAH) of the Public Health Agency of Canada (PHAC) has a requirement for Manufacturer Certified Technicians to provide scheduled Siemens breaker maintenance and "as and when" requested maintenance and emergency services. The work is to be performed on-site at two locations: 1015 Arlington Street, Winnipeg, MB R3E 3P6 and 820 Elgin Avenue, Winnipeg, MB R3E 3M2. The contract period will start March 1, 2021 and end December 31, 2021. The technicians must be available to work onsite at both the work locations.
- 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 calendar days.

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

2.6 **Bid Challenge and Recourse Mechanisms**

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

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 and describe their approach 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- **A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Annex B.
- **B.** Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- **C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

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;

3.2 Accessibility Standards

In accordance with the <u>Treasury Board Contracting Policy</u> and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- i. demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- ii. describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete the pricing table(s) in Annex B and include it in its financial bid once completed.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

Scheduled Services: The Contractor is to identify the maximum level of effort required to complete each scheduled service detailed in Pricing Schedule 1. This is the maximum amount that Canada is obligated to reimburse the Contractor for the scheduled services. If the Contractor completes the scheduled services in less time than the maximum level of effort identified, the Contractor must only invoice Canada for the actual hours worked.

The hourly rates identified in Pricing Schedule 1 and 2, 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 expenses other than supply of materials and replacement parts relating to the delivery of labour
- All travel related costs for Contractor Resources located outside of the Winnipeg area

Canada reserves the right to defer the scheduled service based on the building needs and activities at the time of the maintenance. The prices identified below will be in place throughout the entire term of the Contract and must be honoured if service is deferred.

Health Canada and the Public Health Agency of Canada

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

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either "Yes" or a "No."

	Mandatory Technical Criteria	Met / Not Met	Reference to Page / Proposal
MT1	Corporate Experience The Bidder as a Corporate entity must demonstrate, by providing detailed project descriptions, they have experience on (2) two projects undertaken in the last (5) years providing Breaker Maintenance Services of similar scope* to the requirement identified in Annex A, Statement of Work. * Services of similar scope are defined as having ALL of the following: - 15KV panel board with associated 15KV transformers and 50/51 relay testing - The testing of RL, MOJ and associate safety circuits - Testing and adjustment of power factor correction units. In order to demonstrate the required experience, the Bidder must include the following information for each project: a) The name of the client (to whom the services were provided) b) The start and end dates of the project; c) Name of the client reference, telephone number and email d) A brief description of the scope of services provided as it relates to the Statement of Work. The description must include working with all of the exact panels and circuits above. Canada reserves the right to contact client references to validate experience.		



MT2	Individual Resource Experience The Bidder must provide the names of two (2) qualified resources based in the Winnipeg and/or surrounding area (within 100 km of Winnipeg). The Bidder must demonstrate, by providing detailed CVs, that both the proposed resources have one (1) year experience within the last five (5) years, providing services of similar scope*. The CV's must include working with all of the exact panels and circuits below. * Services of similar scope are defined as having ALL of the following: - 15KV panel board with associated 15KV transformers and 50/51 relay testing - The testing of RL, MOJ and associate safety circuits - Testing and adjustment of power factor correction units. Canada reserves the right to contact references to validate experience.	
МТ3	The Bidder must demonstrate, by providing a copy of the certificate, that both the two resources proposed in MT2 have a current and valid Red Seal Construction OR Industrial Electrical Journeyman License.	
MT4	In addition to the resources proposed in MT2, the Bidder must demonstrate they have four (4) qualified resources available to work on-site. The Bidder must provide detailed CV's for all resources demonstrating that they each have one (1) year experience within the last 5 years providing services of similar scope* as it relates to the Statement of Work. The CV's must include working with all of the exact panels and circuits below. It is not required that the additional resource(s) proposed live in the Winnipeg and surrounding area. * Services of similar scope are defined as having ALL of the following: - 15KV panel board with associated 15KV transformers and 50/51 relay testing - The testing of RL, MOJ and associate safety circuits - Testing and adjustment of power factor correction units. Canada reserves the right to contact references to validate experience.	



current and valid Red Seal Construction OR Industrial	
Electrical Journeyman License.	

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 Criteria	Maximum Points	Scoring Guidelines	Actual Score	Reference to Page / Proposal
R1	Supervisor Experience The Bidder should demonstrate, by providing a detailed CV, that they have a proposed Supervisor. The proposed Supervisor may be one of the two proposed Winnipeg based resources. The proposed Supervisor should have experience within the last 20 years providing services of similar scope* as it relates to the Statement of Work. The CV must include working with all of the exact panels and circuits below. The proposed Supervisor should hold a valid Red Seal Construction or Industrial Electrical Journeyman license. A copy of the proposed Supervisors journeyman license must be submitted with bid. * Services of similar scope are defined as having ALL of the following: - 15KV panel board with associated 15KV transformers and 50/51 relay testing - The testing of RL, MOJ and associate safety circuits - Testing and adjustment of power factor correction units.	20	Supervisor Experience Max 20 points Years Experience 2-4 years experience = 10 points 5-7 years experience = 15 points 8 or more years experience = 20 points	/20	

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	The Bidder should submit the following information in order to demonstrate the relevant experience of the Supervisor as it relates to the Statement of Work:			
	a) The name of the client / employer (to whom the services were provided) b) Name of the client / employer reference, telephone number and email c) A brief description of the scope of services provided as it relates to the Statement of Work d) The length of time the services were provided to the client / reference (start and end date of service) Canada reserves the right to			
	contact references to validate experience.			
	TOTAL SCORE REQUIRED MINIMUM	20 10	/20 10/20	

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit (60%) and Price (40%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 20 points.

- 2. Bids not meeting a) or (b) or (c)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 bids 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 Technic	al 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 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89	
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00	
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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

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 <u>Ineligibility and Suspension Policy</u> (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 Additional Certifications Precedent to Contract Award

5.2.2.1 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, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At the date of contract award, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - 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. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

6.2 Insurance Requirements

6.2.1 SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

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 Process:

- 1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex C.
- 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 1 calendar day 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 \$50,000.00. 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 Canada's Obligation - Portion of the Work - Task Authorizations

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

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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.

7.2.2 Supplemental General Conditions

7.2.2.1 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: (To be inserted at contract award).

7.3 Security Requirements

Reliability:

- 1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- 2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Date of Contract Award to June 30, 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 four (4) additional one (1) year periods 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 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$(To be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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

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.
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
- 2. Invoices must be distributed as follows:
 - a. One copy must be forwarded to the Project Authority and to the email address shown below for certification and payment: Hc.p2p.east.invoices-factures.est.sc@canada.ca

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.

7.10 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;



- (b) 2035 (2020-05-28), General Conditions Higher Complexity Services;
- (c) A9014C (2006-06-16) Supplemental General Conditions, Specific Person(s); (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____ (To be inserted at Contract Award)

ANNEX "A" - STATEMENT OF WORK

1. Scope of Work

1.1 Title

Breaker Maintenance

1.2 Objectives of the Requirement

The Canadian Science Centre for Human and Animal Health (CSCHAH) has a requirement for Manufacturer Certified Technicians to provide scheduled Siemens breaker maintenance, "as and when" requested maintenance and emergency services.

The work 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.

1.3 Background

The Canadian Science Centre for Human and Animal Health (CSCHAH) is unique in both Canada and the world. CSCHAH is recognized as a leading-edge facility in an elite group of 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. It is the first high-containment laboratory in the world where both animal and human disease research are conducted within the same facility.

The CSCHAH 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

The work is to be performed on-site at, the Canadian Science Centre for Human and Animal Health (CSCHAH) located at 1015 Arlington Street and 820 Elgin Avenue, Winnipeg, Manitoba, Canada respectively.

2 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Contractor is to perform the following tasks on a scheduled basis and on an "as and when required" basis:

- 2.1.1 A copy of current licenses/certifications (as applicable) is to be provided to the Project Authority upon request.
- 2.1.2 No work is to be performed without receipt of a hard copy Work Order. A work order number will be provided by the Project Authority for each request for service.
- 2.1.3 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.
- 2.1.4 Normal business hours are 0700 to 1700 hours, Monday through Friday inclusive, excluding holidays. The building operation is 24 hours per day, 365 days per year.
- 2.1.5 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.

- 2.1.6 Advise the Project Authority of product defect or damage.
- 2.1.7 The Contractor will:
 - a) Perform work with minimum disturbance to occupants, public and normal use of premises.
 - b) Protect existing equipment from damage.
 - c) Where necessary, cover furniture and fittings in work areas prior to commencement of work; remove covers on completion of work.
 - d) Perform any work that may disrupt the operations of the occupying clients after regular work hours (0700 1700 Monday to Friday).

2.2 Activities

2.2.1 Inspect, test, adjust and report on the following Siemens electrical equipment:

SPRING 2021:

15 KV Board

7 x 15 KV breakers, 2 disconnects, 7 x 50/51 relays

N-1 Board

9 RL breakers, 3 MOJ breakers, 3 transformers, 1 disconnect

N-2 Board

3 RL breakers, 3 MOJ breakers, 1 transformer, 1 disconnect

N-4 Board

1 RL breaker, 5 MOJ breakers, 1 transformer, 1 disconnect

N-5 Board

9 RL breakers, 4 MOJ breakers, 2 transformers

FALL 2021:

E-5/6 board

4 RL breakers, 9 MOJ breakers

SPRING 2022:

E main board

12 RL breakers, 4 capacitor banks

FALL 2022:

E-1/E-2 EPPA board

9 RL breakers, 3 MOJ breakers, 2 transformers, 5 molded case breakers

SPRING 2024:

E-3/4 board

3 RL breakers, 6 MOJ breakers, 4 transformers, 4 molded case breakers



The above scheduled maintenance will occur over a four-year cycle as detailed above. Changes to the scheduling will be as mutually agreed on between the Contractor and the Project Authority. CSCHAH reserves the right to defer the scheduled service based on the building needs and activities at the time of the maintenance.

Any deficiencies noted during the testing/inspection are to be reported to Project Authority. Repairs to commence immediately upon approval by the Project Authority.

2.3 **Response Times:**

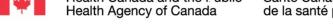
- 2.3.1 "Routine" - non-urgent service which is to be performed during regular working hours and on normal working days. The Contractor must respond to request for services within one (1) working day of being notified by the Project Authority.
- 2.3.2 "Emergency or Urgent" - Contractor availability is 24 hours a day, 365 days a year and is to respond via telephone within two (2) hours. This telephone support must be provided by technicians trained on the equipment but do not have to be located in Winnipeg. Should CSCHAH staff require technical assistance over the telephone, the response must be within two (2) hours of the CSCHAH staff placing the call.
- 2.3.3 The Contractor must have the ability to receive and respond to calls during normal business hours and to emergency calls outside regular hours.
- 2.3.4 The Contractor must provide telephone numbers for regular service calls and the contact names and telephone numbers for emergency calls. The Contractor is responsible for advising the Project Authority in writing of any changes to after-hour personnel schedule changes (weekend / holiday coverage) with a minimum of seven (7) calendar days' notice.

2.4 Personnel

- 2.4.1 The Contractor must provide all necessary labour, material, tools and equipment to carry out maintenance service in accordance with the work schedule.
- 2.4.2 Contractor's technicians will contact the Project Authority a minimum of seven (7) days in advance of scheduled maintenance date.
- 2.4.3 Trade skilled technicians must be qualified, licensed and be factory trained on the equipment and components being serviced.
- 2.4.4 The Contractor must have the ability to provide a minimum of two (2) security cleared, Trade Skilled Technicians available at all times throughout the duration of the contract to perform preventative maintenance and repair. The proposed Technicians must be based within Winnipeg or the surrounding area (within 100kms of Winnipeg). Technicians must have a minimum of one (1) year experience working on equipment technically comparable to the units identified.
- 2.4.5 Any on-site Apprentices assisting Trades people must be under the direct supervision of a licensed Journeyman.
- 2.4.6 The Project Authority may, at any time during the Contract request to inspect or obtain a copy of each tradesperson's license / certificate.

2.5 **Drawings, Maintenance Manuals and Reports**

2.5.1 Read blueprints and specification documents to determine size, extent of project and requirements, compliance with codes and safety regulations. Maintenance



- manuals, specifications and plans are available for viewing from the Project Authority. Copies of the service manuals will not be issued by CSCHAH.
- 2.5.2 Additions, relocation and removal of equipment must be recorded, dated and initialled by the Contractor or the Project Authority on the "as-built" prints where applicable.
- 2.5.3 As-built drawings are to be marked up accordingly to indicate any deviations to the originals.
- 2.5.4 Contractor is to update equipment service manuals and/or equipment logs to reflect any changes and/or modifications to equipment for future repairs.
- 2.5.5 Instruct the Project Authority and Program Operation Staff on-site of any new operating procedures when installing or modifying new or existing equipment.
- 2.5.6 Upon completion of all scheduled service, the Contractor must provide a detailed report to the Project Authority. The report must include the test results for each circuit breaker, transformer, disconnect and relay tested as well as a summary listing any deficiencies noted. The report must also include details on any repairs, adjustments or corrections performed or needed in the future.

2.6 **Materials**

- 2.6.1 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
- 2.6.2 Material costs in excess of \$500.00 must be approved for use by the Project Authority prior to installation.
- 2.6.3 Where the Contractor supplies equipment purchased from a supplier or manufacturer, obtain from the supplier or manufacturer, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada and included in the O&M Manuals for the Project Authority.
- 2.6.4 Deliver, store and maintain materials with manufacturer's seals and labels intact.
- 2.6.5 Parts and materials are to be stored in accordance with manufacturer and supplier's instructions.
- 2.6.6 Do not store materials on site without Project Authority's approval.
- 2.6.7 CSCHAH does not accept responsibility for materials or equipment stored on site.
- 2.6.8 When an equipment inventory numbering system exists, identify to the Project Authority, all pertinent data relative to the new piece of equipment.

2.7 **Products**

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 Use new materials that conform to, or exceed the minimum applicable standards of the Canadian Government Standards Board. The Canadian Standards Association and / or the National Building Code of Canada.
- 2.7.4 Where there is no alternative to supplying equipment which is not CSA certified, obtain special approval from Provincial Department of Labour.



- 2.7.5 The Contractor shall ensure that all materials used in the workplace are classified and labeled according to the <u>Workplace Hazardous Materials Information Systems</u> (WHMIS).
- 2.7.6 The Contractor 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 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 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 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 1995;
 - d) Canadian Biosafety Standards and Guidelines (CBSG);
 - e) National Electrical Code / Canadian Electrical Code;
 - f) ULC Standards CAN/ULC-S5536-M97;
 - 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 1981;
 - k) Laboratory Biosafety Guidelines;
 - Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and Municipal statues and authorities;
 - m) Materials and workmanship must conform to or exceed applicable standards of <u>Canada Government Specifications Board (CGSB)</u>, <u>Canadian Standards Association (CSA)</u>, and <u>American Society for Testing Materials</u> (ASTM) and reference organizations;
 - Equipment or system manufacturer's specifications and calibration settings, instruction manuals and / or leaflets;
 - building specifications; and
 - 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.
- 3.1.6 In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stringent shall apply.

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, by the Contractor under the supervision of the Project Authority.
- 3.2.5 Regular access hours shall fall within 0700 hours to 1700 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 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, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by the Contract 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 the work area may be occupied during the 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 will be moved back at the end of each workday unless otherwise specified by the Project Authority.
- 3.5.4 Obtain Project Authority's approval before cutting, boring or sleeving load bearing members. If engineering services are required to provide design and inspection of site, the Contractor will be responsible to obtain the service.
- 3.5.5 Maintain an as-built drawing showing the exact location of any changes made to the building, systems and equipment as per Section 2.5.
- 3.5.6 Ensure Hot Works procedures are adhered to at all times.
- 3.5.7 The Contractor must be prepared to work with CSCHAH staff to carry out verifications.
- 3.5.8 Protect existing work from damage.
- 3.5.9 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 reserves the right to have any work done by other means.

3.7 Workmanship

- 3.7.1 All 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.
- 3.7.3 Use only skilled and certified/licensed Technicians with a minimum of one (1) year experience working on Siemens equipment and demonstrable proficiency in the tasks outlined herein.
- 3.7.4 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.
- 3.7.5 Unless otherwise specified, comply with the manufacturer's latest printed instructions for materials and installation methods.

3.8 Technical, Operational and Organization Environment

The Contractor's work will be coordinated by the Contractors Representative under the direction of the CSCHAH staff who is responsible for this system.

3.9 Method and Source of Acceptance

Each requested task will be considered complete upon the receipt of a detailed report including test results. Reports are to be submitted to the Project Authority.

3.10 Reporting Requirements

The Contractor will report to the Project Authority when the system servicing is complete in addition to any issues or problems encountered during the servicing.

3.11 Project Management Control Procedures

The individual identified in the Contractor's proposal as the Contractors Representative(s) will ensure the contract is brought in on time, on budget and of an acceptable quality.

4 Other terms and Conditions of the SOW

4.1 Contractor's Obligations:

- 4.1.1 Unless otherwise specified, the Contractor shall use its own equipment and software for the performance of this Statement of Work.
- 4.1.2 Title to the equipment / furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.
- 4.1.3 For each item of equipment / furnishings purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

4.2 Language of Work

All the work is to be conducted in English

4.3 Special Requirements

4.3.1 Site Safety

- 4.3.1.1 Comply with Canadian Electrical Code, Work Place Health and Safety, National Building Code of Canada, CSA Z462, Arc Flash Standard.
- 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 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.

4.3.2 Site Security

- 4.3.2.1 Site security is the responsibility of the Contractor who shall erect temporary site or dust enclosures to prevent dust or other contaminates from escaping into other areas; barricades or fencing to prevent unauthorized entry.
- 4.3.2.2 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.

4.3.3 Facility Access

- 4.3.3.1 Only those employees whose names appear on the Contractor's approval list will be allowed access to the site under this Contract.
- 4.3.3.2 The Contractor and his/her employees must provide valid photo identification and register with CSCHAH Security on-site when entering and leaving the facility to obtain and return a facility access pass.
- 4.3.3.3 All keys and/or proximity cards entrusted to the Contractor and his/her employees for the fulfilment of this Contract must be returned to the security desk before departure from the building at the end of each working day. All lost keys or cards must be immediately reported to the security desk or the Project Authority.
- 4.3.3.4 Employees of the Contractor shall be subject to questioning and search of tools and supplies in relation to security matters by designated security staff.

4.3.4 Building Policies

- 4.3.4.1 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.
- 4.3.4.2 All approved employees of the Contractor must attend an orientation session on CSCHAH 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.
- 4.3.4.3 The CSCHAH is a LATEX GLOVE FREE facility. No latex gloves are permitted in the facility.
- 4.3.4.4 Fastening devices Explosive actuated Powder activated devices using explosive shells are not permitted in the facility.
- 4.3.4.5 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.
- 4.3.4.6 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.
- 4.3.4.7 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.
- 4.3.4.8 Work areas are to be free of accumulated waste and rubbish. Contractor is to remove and dispose of debris, used and obsolete material off-site on a daily basis.
- 4.3.4.9 Attend meetings on site when requested by the Project Authority.
- 4.3.4.10 Conserve energy and non-renewable resources with due regard for property protection, safety of workers and employees and override by-laws and regulations.
- 4.3.4.11 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.
- 4.3.4.12 Respect the Government of Canada's No Smoking policy on these premises.
- 4.3.4.13 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.
- 4.3.4.14 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.
- 4.3.4.15 Wherever possible, the use of scented products is to be minimized.

 Contractor's employees working on-site at the CSCHAH are to be advised to limit the use of scented personal products (perfumes, aftershaves, etc.).
- 4.3.4.16 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 practices will be communicated to the Contractor as they arise.

4.3.5 Parking

- 4.3.5.1 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).
- 4.3.5.2 Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.
- 4.3.5.3 Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.

- 4.3.5.4 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.
- 4.3.5.5 There will be no overnight parking or storage of a vehicle allowed.
- 4.3.5.6 CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
- 4.3.5.7 Unauthorized vehicles will be subject to tow at the owner's expense

ANNEX "B" - BASIS OF PAYMENT

The Bidder must complete the pricing table(s) below and include it in its financial bid once completed.

The hourly rates identified below, in Pricing Schedule 1 and 2, 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 expenses other than supply of materials and replacement parts relating to the delivery of labour
- All travel related costs for Contractor Resources located outside of the Winnipeg area

CSCHAH reserves the right to defer the scheduled service based on the building needs and activities at the time of the maintenance. The prices identified below will be in place throughout the entire term of the Contract and must be honoured if service is deferred.

Pricing Schedule 1: Scheduled Services

Initial Contract Period - Contract Award to June 30, 2024

Spring 2021	Level of Effort	Hourly Rate	Extended Price
15 KV Board 7 x 15 KV Breakers, 2 disconnects, 7 x 50/51 relays N-1 Board 9 RL breakers, 3 MOJ breakers, 3 transformers, 1 disconnect N-2 Board 3 RL breakers, 3 MOJ breakers, 1 transformer, 1 disconnect N-4 Board 1 RL breaker, 5 MOJ breakers, 1 transformer, 1 disconnect N-5 Board 9 RL breakers, 4 MOJ breakers, 2 transformers Please Note: This work must be completed outside of regular business hours.	Max Hours	\$/hr	\$
Fall 2021	Level of Effort	Hourly Rate	Extended Price
E-5/6 board	Max Hours	\$/hr	\$

3 RL Breakers, 9 MOJ breakers			
Please Note: This work must be completed outside of regular business hours.			
Spring 2022	Level of Effort	Hourly Rate	Extended Price
E main board 12 RL breakers, 4 capacitor banks	MaxHours	\$ /hr	\$
Please Note: This work must be completed outside of regular business hours.	Iviax riours	¥//III	Ψ
Fall 2022	Level of Effort	Hourly Rate	Extended Price
E - 1/E – 2 EPPA board 9 RL breakers, 3 MOJ breakers, 2 transformers, 5 molded case breakers Please Note: This work must be completed outside of regular business hours.	Max Hours	\$/hr	\$
Spring 2024	Level of Effort	Hourly Rate	Extended Price
E-3/4 board 3 RL breakers, 6 MOJ breakers, 4 transformers, 4 molded case breakers Please Note: This work must be completed outside of regular business hours.	Max Hours	\$/hr	\$

Option Year 1 Pricing – July 1, 2024 to June 30, 2025

Spring 2025	Level of Effort	Hourly Rate	Extended Price
15 KV Board 7 x 15 KV Breakers, 2 disconnects, 7 x 50/51 relays N-1 Board 9 RL breakers, 3 MOJ breakers, 3 transformers, 1 disconnect N-2 Board 3 RL breakers, 3 MOJ breakers, 1 transformer, 1 disconnect N-4 Board	Max Hours	\$/hr	\$

1 RL breaker, 5 MOJ breakers, 1 transformer, 1		
disconnect		
N-5 Board		
9 RL breakers, 4 MOJ		
breakers, 2 transformers		
Please Note: This work must be completed outside of regular business hours (17:00 to 7:00 Monday to Friday and weekends).		

Option Year 2 Pricing – July 1, 2025 to June 30, 2026

Fall 2025	Level of Effort	Hourly Rate	Extended Price
E-5/6 board 3 RL Breakers, 9 MOJ breakers			
Please Note: This work must be completed outside of regular business hours (17:00 to 7:00 Monday to Friday and weekends).	Max Hours	\$/hr	\$
Spring 2026	Level of Effort	Hourly Rate	Extended Price
E main board 12 RL breakers, 4 capacitor banks			
Please Note: This work must be completed outside of regular business hours (17:00 to 7:00 Monday to Friday and weekends).	Max Hours	\$/hr	\$

Option Year 3 Pricing – July 1, 2026 to June 30, 2027

Fall 2026	Level of Effort	Hourly Rate	Extended Price
E - 1/E – 2 EPPA board 9 RL breakers, 3 MOJ breakers, 2 transformers, 5 molded case breakers			
Please Note: This work must be completed outside of regular business hours (17:00 to 7:00 Monday to Friday and weekends).	Max Hours	\$/hr	\$

Option Year 4 Pricing – July 1, 2027 to June 30, 2028

Spring 2028	Level of Effort	Hourly Rate	Extended Price
E-3/4 board 3 RL breakers, 6 MOJ breakers, 4 transformers, 4 molded case breakers			
Please Note: This work must be completed outside of regular business hours (17:00 to 7:00 Monday to Friday and weekends).	Max Hours	\$/hr	\$

Pricing Schedule 2: As and When Requested Services

EMERGENCY AND SERVICE CALL-OUTS - Hourly labour rates per individual personnel listed below must include the work described in Annex A – Statement of Work.

Initial Contract Period - Contract award to June 30, 2024

Description	Estimated # of Hours per Year	Hourly Rate
Regular Operating Hours		
7:00 – 17:00		
Monday to Friday	60 hrs	\$/hr
Outside Regular Operating		
Hours		
17:00 – 7:00	40 hrs	\$/hr
Monday – Sunday		
Emergency or Urgent Services	5 hrs	\$/hr
- Section 2.3.2		
Description	Usage / annum	Mark-Up
Miscellaneous Materials	\$40,000.00	%

Option Year 1 Pricing - July 1, 2024 to June 30, 2025

Description	Estimated # of Hours per Year	Hourly Rate
Regular Operating Hours		
7:00 – 17:00		
Monday to Friday	60 hrs	\$/hr
Outside Regular Operating		
Hours		
17:00 – 7:00	40 hrs	\$/hr
Monday – Sunday		
Emergency or Urgent Services	5 hrs	\$/hr
- Section 2.3.2		

Description	Usage / annum	Mark-Up
Miscellaneous Materials	\$10,000.00	%
	Total:	\$

Option Year 2 Pricing - July 1, 2025 to June 30, 2026

Description	Estimated # of Hours per Year	Hourly Rate
Regular Operating Hours		
7:00 – 17:00		
Monday to Friday	60 hrs	\$/hr
Outside Regular Operating		
Hours		
17:00 – 7:00	40 hrs	\$/hr
Monday – Sunday		
Emergency or Urgent Services	5 hrs	\$/hr
- Section 2.3.2		
Description	Usage / annum	Mark-Up
Miscellaneous Materials	\$10,000.00	%
	Total:	\$

Option Year 3 Pricing - July 1, 2026 to June 30, 2027

Description	Estimated # of Hours per Year	Hourly Rate
Regular Operating Hours	Zotimatod // of Flodio por Todi	Trodry reac
7:00 – 17:00		, ,
Monday to Friday	60 hrs	\$/hr
Outside Regular Operating		
Hours		
17:00 – 7:00	40 hrs	\$/hr
Monday – Sunday		
Emergency or Urgent Services	5 hrs	\$/hr
- Section 2.3.2		
Description	Usage / annum	Mark-Up
Miscellaneous Materials	\$10,000.00	%
	Total:	\$

Option Year 4 Pricing – July 1, 2027 to June 30, 2028

Description	Estimated # of Hours per Year	Hourly Rate
Regular Operating Hours		
7:00 – 17:00		
Monday to Friday	60 hrs	\$/hr
Outside Regular Operating		
Hours		
17:00 – 7:00	40 hrs	\$/hr



Health Canada and the Public Health Agency of Canada

Santé Canada et l'Agence de la santé publique du Canada

Monday – Sunday		
Emergency or Urgent Services - Section 2.3.2	5 hrs	\$/hr
Description	Usage / annum	Mark-Up
Miscellaneous Materials	\$10,000.00	%
Wiscellarieous Waterials	ψ10,000.00	
	Total:	\$

Contract Number / Numéro du contrat

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

4	Government		1	Cont	ract Number / Numéro du cont	rat
	of Canada	du Canada	L		1000226521	
				Security C	lassification / Classification de UNCLASSIFIED	sécurité
 Originating 	Government Depa	LISTE DE VÉRIFIC	CURITY REQUIREMENT ATION DES EXIGENCES INFORMATION CONTRAC- IN / Public Health Agency of Car	RELATIVES À LA S	L) ÉCURITÉ (LVERS) or Directorate / Direction géné licrobiology Lab	rale ou Direction
		néro du contrat de sou	s-traitance 3. b) Nam		ntractor / Nom et adresse du s	ous-traitant
				ic and reduced or outloo	milacion / Norm et auresse uu s	ous-u anam
Breaker Maint		ève description du tra	vail			
5. a) Will the Le fourn	supplier require ac isseur aura-t-il acc	cess to Controlled Go ès à des marchandise	ods? es contrôlées?			No Yes
Le fourn sur le co	ons? isseur aura-t-il acc intrôle des donnée	ès à des données tec			echnical Data Control aux dispositions du Règlement	No Yes
6. a) Will the : Le fourn (Specify (Précise	supplier and its em isseur ainsi que les the level of access r le niveau d'accès	ployees require acces s employés auront-ils s using the chart in Qu en utilisant le tableau	ss to PROTECTED and/or CL accès à des renseignements lestion 7. c) l qui se trouve à la question 7	ou à des biens PROTÉG '. c)	ÉS et/ou CLASSIFIÉS?	No Yes Oui
Le fourn à des re	CTED and/or CLAS isseur et ses empli nseignements ou à	SSIFIED information o oyés (p. ex. nettoyeur a des biens PROTÉGE	s, maintenance personnel) re r assets is permitted. s, personnel d'entretien) auro S et/ou CLASSIFIÉS n'est p ent with no overnight storage	nt-ils accès à des zones as autorisé.	access areas? No access to d'accès restreintes? L'accès	No Yes Oui
S'agit-il d	d'un contrat de me	ssagerie ou de livraise	on commerciale sans entrepo	sage de nuit?		No Yes Non Oui
7. a) molcate	Canada	ation that the supplier		diquer le type d'informati	on auquel le fournisseur devra	
7 h) Deleges		1-11 11 11	NATO / OTAN		Foreign / Étranger	
No release r	estrictions / Restr	rictions relatives à la d	All NATO countries		No release restrictions	
	riction relative		Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not releasab À ne pas diff		-				
Restricted to	o: / Limité à :		Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify cour	ntry(ies): / Préciser	le(s) pays :	Specify country(les): / Précis	ser le(s) pays :	Specify country(ies): / Précis	er le(s) pays :
	information / Nivea	u d'information				
PROTECTE	7.250		NATO UNCLASSIFIED		PROTECTED A	
PROTECTE		ન	NATO NON CLASSIFIÉ NATO RESTRICTED		PROTÉGÉ A PROTECTED B	
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DART & (continued) / DARTIE & (cuite)				
PART A (continued) I PARTIE A (suite) 8. Will the supplier require access to PROTECTED at Le fournisseur aura-t-il accès à des renseignement If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité	ts ou à des biens COMSEC dé		ASSIFIÉS?	No Yes Non Oui
Will the supplier require access to extremely sensit Le fournisseur aura-t-il accès à des renseignement	tive INFOSEC information or as		.?	No Yes
Short Title(s) of material / Titre(s) abrégé(s) du mai				
Document Number / Numéro du document :				
PART B - PERSONNEL (SUPPLIER) / PARTIE B - F 10. a) Personnel security screening level required / N			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET SECRET	TOP SEC TRÈS SE	
TOP SECRET – SIGINT TRÈS SECRET – SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		TOP SECRET TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS				
Special comments: Commentaires spéciaux :				70
NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux d	e contrôle de sécurité sont requ	ation Guide must be provided uis, un guide de classification	de la sécurité doit être	
 b) May unscreened personnel be used for portion Du personnel sans autorisation sécuritaire peu 		u travail?		No Yes Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question ser				No Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C -		(FOURNISSEUR)		
INFORMATION / ASSETS / RENSEIGNEMENT	rs / BIENS			
 a) Will the supplier be required to receive and sto premises? Le fournisseur sera-t-il tenu de recevoir et d'en CLASSIFIÉS? 				No Non Oui
Will the supplier be required to safeguard CON Le fournisseur sera-t-il tenu de protéger des re		DMSEC?		No Yes
	riseignements ou des biens oc	JMGEG:		
PRODUCTION				
11. c) Will the production (manufacture, and/or repair ar occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à l et/ou CLASSIFIÉ?				No Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUI	PPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	V (TI)	
11. d) Will the supplier be required to use its IT systems information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres renseignements ou des données PROTÉGÉS et	systèmes informatiques pour tra			No Yes Non Oui
11. e) Will there be an electronic link between the suppl Disposera-t-on d'un lien électronique entre le sys gouvernementale?			agence	No Yes Non Oui
TBS/SCT 350-103(2004/12)	Security Classification / Class	sification de sécurité		Canadä



	Government of Canada			Gouvernen du Canada				Contract Number / Numéro du contrat 1000226521 Security Classification / Classification de sécurité								
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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ANNEX "D" - 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 applical	ole)						
TA Revision No.	Authorized Increase or Deextra):	ecrease (GST/HST					
A Revision No. Authorized Increase or Decrease (GST/HST extra): \$							
A 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.							
X No □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	
By signing this TA, the Project Authority certifies that the conte with the Contract.	ent of this TA is in accordance
Name of Project Authority	
Signature	Date:
Contractor's Signature	
Name and title of individual authorized to sign for the Contractor	
Signature	Date