



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Public Health Agency of Canada**

**Attn: Jeremy Mallon**  
**Email: [Jeremy.mallon@hc-sc.gc.ca](mailto:Jeremy.mallon@hc-sc.gc.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**  
Public Health Agency of Canada / Agence de la santé publique du Canada  
200, Eglantine Driveway  
Tunney's Pasture  
Ottawa Ontario K1A 0K9

<b>Title – Sujet:</b> Maintenance and Support Services for Building Automation System	
<b>Solicitation No. – N° de l'invitation</b> 1000218955	<b>Date of Amendment</b> November 25, 2021
<b>Solicitation Closes at – L'invitation prend fin à 2 :00 PM on / le date – Dec. 29, 2021</b>	<b>Time Zone Fuseau horaire</b> EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à :</b> Name: Jeremy Mallon Email: <a href="mailto:Jeremy.mallon@hc-sc.gc.ca">Jeremy.mallon@hc-sc.gc.ca</a> Telephone – téléphone : 613-371-3237	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b> See Herein – Voir ici	
<b>Delivery required - Livraison exigée</b> See Herein – Voir ici	
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur :</b> <b>Telephone No. – N° de téléphone :</b>	
<b>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</b>	
<b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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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 Checklist, the Task Authorization Form and any other annexes.

### **1.2 Summary**

The Canadian Science Centre for Human and Animal Health (CSCHAH) has a requirement for the services of a Contractor who is an ABB Canada approved partner. The Contractor is to provide all labour, materials, tools, equipment, transportation and supervision to provide annual maintenance service to an ABB 800xA Building Automation System (BAS). The Contractor must also provide a subscription to ABB's Automation Sentinel Maintain Plus program, ABB factory support, materials and repairs required as requested. The Contractor is to maintain the equipment identified in Appendix 2 operating at optimum efficiency and performance levels as per manufactures specifications.

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

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](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.

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

### **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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **A7017C - Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **2.2 Submission of Bids**

Bids must be submitted only to [jeremy.mallon@hc-sc.gc.ca](mailto:jeremy.mallon@hc-sc.gc.ca) at the time and place indicated on the front page of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by e-post or 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 [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: 2019-01](#) 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.

## 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 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

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

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

Section I: Technical Bid electronic copy by email

Section II: Financial Bid electronic copy by email

Section III: Certifications electronic copy by email

Due to the nature of the bid solicitation, bids transmitted by e-post or 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.

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

- (a) use a numbering system that corresponds to the bid solicitation.

#### 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 in Annex "B".

#### Section III: Certifications

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

## 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.”

<b>Mandatory Criteria (MT)</b>				
Note: All work herein specified must meet and maintain minimum certification(s) and approval(s) as they may apply by Industry Standards (including OEM), and the Province of Manitoba.				
Number	Mandatory Technical Criteria	Bid Preparation Instructions	Met/ Not Met	Reference to Page / Proposal
MT1	Ability to perform the full scope of the work as described in Annex “A”	Bidder should provide information to demonstrate that they have the experience to provide the services described in Annex “A”.		
MT2	The Bidder must be an approved channel partner with ABB Canada, with respect to ABB 800xA system.	Bidder must provide a letter or certificate from ABB Canada indicating contractor is an approved channel partner with respect to ABB 800xA system.		
MT3	<p>The Bidder must provide a contingency plan which addresses each of the following:</p> <ol style="list-style-type: none"> <li>1) Access to secret-cleared technicians for the duration of the contract period;</li> <li>2) Ability to provide services during unforeseen emergency situations within the time outlined in 3.1.4 Part D of Annex A (within 6 hrs of receiving call);</li> <li>3) Ability to provide services after business hours and on statutory holidays</li> <li>4) Ability to respond to emergency service calls as described in 3.1.4 Part D of Annex A (telephone number to service personnel available 24/7).</li> </ol>	The Bidder must provide a contingency plan for each of the items (1-4) to be deemed compliant.		
MT4	<p><b>Personnel</b> The Bidder must provide a signed attestation that they have the required personnel to fulfill the requirements stated in</p>			



	Annex A: Statement of Work section 3.3.			
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<b>Point Rated Criteria (RT)</b>					
Number	Point Rated Criteria	Maximum Points	Scoring Guidelines	Actual Score	Reference to Page / Proposal
RT1	<p><b>Firms Experience</b> The Bidder should identify two (2) projects undertaken in the last five (5) years providing Maintenance Services similar to the work for which the present offer is being made.</p> <p>The Bidder should provide all of the following information for each project:</p> <ol style="list-style-type: none"> <li>1) The name and location of the organization</li> <li>2) Start and end date of the project</li> <li>3) Contact information (name, telephone number and or email address) for client</li> <li>4) A brief description of the work performed, including: <ul style="list-style-type: none"> <li>- the number of inputs/outputs (I/O)</li> <li>- number of 800xA controllers</li> <li>- and the number of workstations</li> </ul> </li> </ol> <p>Canada reserves the right to contact references to validate experience.</p>	66	<p><b>Firms Experience</b> Maximum 66 Points</p> <p>Maximum points per project identified 33 points.</p> <p><b>Point Allocation For Each Project:</b></p> <p><b>Items 1-3</b> 1 point per item per project Max 3 points per project</p> <p><b>Item 4</b> Point allocation detailed below Max 30 points per project</p> <p><b>Number of I/O</b> Greater than 2000 I/O = 10 points</p> <p>Less than 2000 I/O = 4 points</p> <p><b>Number of 800xA Controllers</b> Greater than 12 controllers = 10 points</p> <p>6 to 12 controllers = 6 points</p> <p>Less than 6 controllers = 2 points</p> <p><b>Number of Workstations</b> Greater than 10 workstations = 10 points</p> <p>6 to 10 workstations = 6 points</p>	/66	



			Less than 6 workstations = 2 points		
	SCORE:	66		/66	
	Minimum Passing:	39			

#### 4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

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 39 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 66 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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		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.

### **5.1.2 COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached as Attachment 1 to Part 5 of this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

## **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.



**Attachment 1 to Part 5**

**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

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

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

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_



Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



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

### **6.1 Security Requirements**

1. Prior to contract award, 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 Contractor must comply with the insurance requirements specified in Annex C. 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.

## **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".

#### **7.1.1 Task Authorization**

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

##### **7.1.1.1 Task Authorization Process**



1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex E
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.

#### **7.1.1.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (*insert at contract award*), 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.

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

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

### **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**

[2010C](#) (2020-05-28) General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

#### **7.2.2 Supplemental General Conditions**

##### **7.2.2.1 Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

##### **7.2.2.2 On-Site Maintenance**

The Contractor must perform on-site maintenance and related services with respect to Canada-owned equipment and components located at the site(s) identified at Annex "A". The Work will be performed on an as-and-when requested basis in accordance with the Statement of Work at Annex "A".

### **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 personnel requiring access to SECRET information, assets or sensitive work site(s) must EACH hold a valid SECRET level Security Clearance 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 or CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure 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 Contract Award to October 31, 2024 inclusive.

Details on required service periods available in the Basis of Payment.

### **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(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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.

### **7.4.3 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in the statement of work (Part G) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

Name: Jeremy Mallon  
Title: Procurement Officer  
Telephone: 613-371-3237  
E-mail address: [jeremy.mallon@hc-sc.gc.ca](mailto:jeremy.mallon@hc-sc.gc.ca)

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

### **7.5.2 Project Authority (to be identified at contract award)**



The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

In its absence, the Project Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 identified at contract award)**

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

**7.6 Proactive Disclosure of Contracts with Former Public Servants**

\*\*this clause may be removed from the contract pending the results of the evaluation\*\*

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 – Scheduled Services**

For the Work described the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit prices for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are excluded and Applicable Taxes are extra.

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

**7.7.2 Basis of Payment – Task Authorization**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the Basis of Payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.



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

### **7.7.3 Method of Payment**

#### **7.7.3.1 Scheduled Services - 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.

#### **7.7.3.2 Task Authorizations**

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered 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.
2. Each invoice must indicate the following information:
  - (a) Contract number
  - (b) Work Order number
  - (c) Work location
  - (d) Date
  - (e) Description of work activities
  - (f) Hours itemized as per Basis of Payment (individual time sheet for each work order identifying work done, date and hours required to complete the work).
  - (g) Material - list price less discount;
  - (h) Indicated on each invoice whether it is a progress billing or if all work is completed;
  - (i) Provide a copy of the suppliers invoice for parts and equipment acquired by the Contractor for final supply to CSCHAH.
3. The Contractor shall submit copies of actual invoices from their supplier when submitting claims for payment.
4. Invoices must be distributed as follows:
  - a. One copy must be forwarded to the Project Authority and to [p2p.invoices-factures@hc-sc.gc.ca](mailto:p2p.invoices-factures@hc-sc.gc.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.

### **7.10 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) the general conditions 2010C (2020-05-28) General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Security Requirement Checklist;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_

### **7.12 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. 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

### 1. TITLE

Maintenance and Support Services of Building Automation System

### 2. SCOPE

#### 2.1. Objectives of the Requirement

The Canadian Science Centre for Human and Animal Health (CSCHAH) has a requirement for the services of a Contractor who is an ABB Canada approved partner. The Contractor is to provide all labour, materials, tools, equipment, transportation and supervision to provide annual maintenance service to an ABB 800xA Building Automation System (BAS). The Contractor must also provide a subscription to ABB's Automation Sentinel Maintain Plus program, ABB factory support, materials and repairs required as requested. The Contractor is to maintain the equipment identified in Appendix 2 operating at optimum efficiency and performance levels as per manufactures specifications.

#### 2.2. Background and Specific Scope of the Requirement

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 Building Automation System is in production 24 hours a day, 7 days a week.

### 3. REQUIREMENTS

#### 3.1. Tasks, Activities, Deliverables and/or Milestones

##### 3.1.1. Submittals:

- 3.1.1.1. For each maintenance task completed on-site the Contractor is to maintain records and logs and provide a written report summarizing the work performed. This includes the CSCHAH issued work order documentation.
- 3.1.1.2. The Contractor must submit records to the Project Authority after each inspection indicating that planned and systemic maintenance were accomplished.
- 3.1.1.3. The Contractor must revise and submit to the Project Authority record drawings, documentation and commissioning reports to reflect any changes, adjustments and modifications made to the BAS during maintenance, support services and/or warranty periods.

##### 3.1.2. Maintenance and Support Services:

- 3.1.2.1. The Contractor must schedule all support and maintenance services with the Project Authority.
- 3.1.2.2. The Contractor must complete all work on a live production system with minimal outage.
- 3.1.2.3. Outages are not acceptable unless the Contractor schedules in advance with the Project Authority.
- 3.1.2.4. The Contractor must inspect and assess systems for potential issues.
- 3.1.2.5. The Contractor must perform system maintenance and identify any operational issues.
- 3.1.2.6. The Contractor will not make system modifications, including operating parameters and control settings, without prior written approval from the Project Authority. If modifications are made, the Contractor is to provide details of the system modifications in writing to the Project Authority.
- 3.1.2.7. The Contractor will allow for a minimum of three (3), eight (8) hour days on-site for preventative maintenance service.
- 3.1.2.8. The Contractor must answer all questions posed by the Project Authority on system installation, operation and maintenance.
- 3.1.2.9. The Contractor must leave all systems and components in good working order.



### 3.1.3. Scheduled Services

#### **Part A: Annual Subscription to ABB's Automation Sentinel Maintain Plus Program**

The Contractor will provide an annual subscription to ABB's Automation Sentinel Maintain Plus program for complete coverage of the CSCHAH Building Automation System where users are offered support for existing software along with the ability to install the latest system software. Capabilities to include: Engineering tools, operator workplace, controller firmware and new software versions (as outlined in appendix 2), which must include:

- Software maintenance and upgrades;
- access to expert product and extended software support;
- selected system 800xA control libraries;
- Cyber and IT security test and validation reports;
- hardware and software qualification reports and benchmarking;
- my control system, and;
- solution back premium access

The Contractor will use the time included in the ABB Priority Support Line Bronze package to deliver the direct service. When used for direct service by the Contractor, the hours will not count towards phone support hours that have been purchased under part C.

#### **Part B: Maintenance Services**

The Contractor is required to perform, as requested preventative maintenance service on the BAS as outlined in appendix 2. The Preventative Maintenance is to take place at a time negotiated between the Contractor and the Project Authority.

The Preventative Maintenance program will, at a minimum be comprised of:

- At least once per year, minimum of three (3), eight (8) hour days on-site
- Provide and conduct a detailed maintenance schedule and on-site inspection of system components as per manufacturer
- Conduct a System Health Check which improves the system performance and efficiency by identifying system snarls through the analysis of hardware, software, Ethernet/control system communications, and existing maintenance program effectiveness
- Network Service provides a complete network evaluation and upgrade. Network service specialists pinpoint sources of sluggish performance and optimize networks to minimize interruptions, improve data traffic flow, productivity and security.
- Answer questions on system installation, operation and maintenance
- Complete CSCHAH work order documentation as requested
- Repair errors found
- Other items as discussed with the Project Authority

### 3.1.4. As & When Requested Services

#### **Part C: Remote Technical Support:**

The Contractor must provide on-call emergency remote technical support 24 hours a day, 7 days per week by phone. Remote Technical support is to be available on an emergency basis. The failure of equipment or systems to perform their basic functions constitutes an "emergency".



At the request of the Project Authority, or designated representative, the Contractor must provide remote technical support for non-critical issues during business hours.

Remote technical support must be staffed with an English-speaking BAS system technician knowledgeable in the ABB 800xA Building Automation System and associated products and with an ability to troubleshoot system issues.

Remote technical support must include at minimum, technical telephone support and troubleshooting via remote access into the system.

#### **Part D: Emergency On-Site Services**

The Contractor must provide a response within six (6) hours of receiving an emergency call from the Project Authority or designated representative. The system must be restored to working condition without undue delay.

The Contractor must perform the work continuously until the BAS is restored to a reliable operating condition.

The Contractor must provide the Project Authority with a telephone number where BAS system technicians can be reached 24 hours per day, 7 days per week.

#### **Part E: Additional Support Services**

At the request of the Project Authority, or designated representative, the Contractor must provide additional support services. Additional support services may be required for the following systems and components:

- software
- firmware
- service patches and/or upgrade release implementation
- Perform concordance checks between running configurations and off-line files to assure that reliable back-ups are available
- Maintain computer operating system and software disaster recovery back-ups
- Includes all preparatory work, diagnostics ensuring compatibility, etc. to the latest version applicable to the hardware outlined in Appendix 2
- Perform System Health Check and repair errors to ensure system stability. Perform images and backups after system is stable

Following any additional support services provided, the Contractor is to update system documentation. BAS system technicians are to be fully qualified in the support of the system. The Contractor must complete the CSCHAH work order documentation as requested. Please Note: system is in production 24 hours a day, 7 days a week.

#### **Part F: Materials**

At any time during the Contract period, miscellaneous materials available in the current year's ABB System 800xA product catalogue may be purchased.

- At the request of the Project Authority, or designated representative, the Contractor is to provide materials.
- The Contractor may not store materials on site without Project Authority approval. The CSCHAH does not accept responsibility for materials or equipment stored on site.
- The Contractor must use materials and replacement parts that match existing building standard and code requirements. Alternative materials



must have prior approval of the Project Authority. Any changes are to be approved by the Project Authority.

- The Contractor must use products of same type as existing, including classifications unless otherwise approved by the Project Authority. For new products approved, use products from one manufacturer only.
- The Contractor must 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.
- The Contractor must ensure that all materials used in the workplace are classified and labeled according to the Workplace Hazardous Materials Information Systems (WHMIS).
- Despite inspection and acceptance of the work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
- Canada must pay the transportation cost associated with returning the work or any part of the work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the work or part of the work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the work from its location, the Contractor must carry out any necessary repair or making good of the work at that location and will be reimbursed its reasonable travel and living expenses.
- The warranty period is automatically extended by the duration of any period or periods where the work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the work replaced, repaired or corrected for the greater of:
  - a) the warranty period remaining, including the extension, or
  - b) 90 days or such other period as may be specified for that purpose by agreement between the Parties.

### **Part G: Optional Goods and Services**

In addition to Part F above, at any time during the Contract period, miscellaneous related items and services required to maintain the Building Automation System ABB System 800xA may be requested. This includes but is not limited to the following:

- System Upgrade Service
  - New O/S software and/or upgrade release implementation on existing or new appliances. Concordance checks between running configurations and off-line files are performed to assure that reliable back-ups are available. Computer operating system and software disaster recovery back-ups are also maintained. Note system is in production 24 hours a day, 7 days a week.
  - Execute all software and firmware updates, service patches, ensuring compatibility, etc. to the latest version applicable to the hardware outlined in Appendix 2.
  - Includes all preparatory work, diagnostics on a demo system to ensure compatibility.
  - Update all system documentation





- Perform System and Network Health Check and repair errors after upgrade to ensure system stability.
- Perform images and backups after system is stable.
- Appliances related to System Update Service including, nodes, aspect, connectivity, historian

### **3.2. Additional Requirements:**

- 3.2.1. After any maintenance, repair or update work performed, the Contractor's BAS service technician must perform a test run upon the completion of the work and prior to program use, to ensure equipment is operating safely.
- 3.2.2. The Contractor will provide 10 working days notice to the Project Authority prior to the commencement of any equipment being serviced.
- 3.2.3. The Contractor must read blueprints and specification documents to determine size and extent of the project and requirements and compliance with codes and safety regulations.
- 3.2.4. The Contractor will advise the Project Authority of product defect or damage.
- 3.2.5. Should a repair be performed on a unit and the same problems re-occurs within a seven (7) day period, CSCHAH will not compensate the Contractor for a return service call. The call back period will be seven (7) working days after the inspection / repair has been signed off by the Project Authority.
- 3.2.6. Services may only be requested by the Project Authority or their delegate. 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. For as requested services, outlined in 3.1.4 above, a signed Task Authorization must also be received prior to commencement of work.
- 3.2.7. When the Project Authority or their delegate contacts the Contractor for service 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.
- 3.2.8. Normal business hours are 0800 to 1630 hours, Monday through Friday inclusive, excluding holidays.
- 3.2.9. 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.
- 3.2.10. Repairs and parts will require authorization from the Project Authority. The Project Authority may at any time during the period of the contract, evaluate this authorization. Any change to the authorization will be provided to the Contractor in writing.

### **3.3. Personnel**

- 3.3.1. The Contractor must provide a minimum of two (2) ABB 800xA system factory trained BAS service technicians available to perform maintenance, troubleshooting and repair on the units identified in Appendix 2. BAS service technicians must have a minimum of one (1) year experience working on equipment technically comparable to the units identified in Appendix 2.
- 3.3.2. The Contractor must provide BAS service technicians fluent in English.

### **3.4. Specifications and Standards**

- 3.4.1. The Contractor must pay all fees, obtain certificates and permits as required by code and provide the appropriate authorities having jurisdiction with all required information. The Contractor will provide these certificates and permits to the Project Authority.
- 3.4.2. All required licenses, certifications and permits must be kept current throughout the entire term of this contract.



- 3.4.3. 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 but not limited to:
- a) Canadian Biosafety Standards and Guidelines (CBSG);
  - b) Provincial Fire Code;
  - c) ULC Standard CAN/ULC-S536-04
  - d) National Fire Protection Association Standards;
  - e) National Fire Code of Canada
  - f) Canada Labour Code, Part II;
  - g) Fire Commission of Canada #301, Standard for Building Construction Operations;
  - h) Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and Municipal statues and authorities;
  - i) 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;
  - j) Equipment or system manufacturer's specifications and calibration settings, instruction manuals and / or leaflets;
  - k) Building specifications; and
  - l) Workplace Hazardous Materials Information System (WHMIS)
  - m) In the event of a conflict between any of the codes, regulations, acts or standards outlined in herein, the most stringent shall apply
- The latest editions of the above codes and standards are applicable throughout the period of the contract including any changes / revisions.

### 3.5. Canada's Obligations:

- 3.5.1. A work order number will be provided by the Project Authority for each request for service.
- 3.5.2. Ensure that BAS service technicians have the required training to perform the work detailed in the SOW. The Project Authority may, at any time during the Contract request a letter or certificate from ABB to confirm the BAS service technicians are factory trained in the 800xA BAS System.
- 3.5.3. Provide access to manuals, specifications and blueprints.

### 3.6. Contractor's Obligations:

- 3.6.1. The Contractor must, throughout the term of the Contract, maintain a minimum of two (2) qualified BAS system technicians experienced and factory trained in ABB 800xA BAS with a minimum of one (1) consecutive year experience working on an ABB 800xA system.
- 3.6.2. The Contractor's Representative will ensure the scope of work is brought in on time, on budget and of an acceptable quality.
- 3.6.3. Contractor will provide the necessary material and equipment needed to carry out these activities. The Contractor must have all equipment and materials to be used pre-approved by the Project Authority.
- 3.6.4. The Contractor must be prepared to work with CSCHAH staff to carry out verifications.

### 3.7. Facility Access

- 3.7.1. Only those resources whose names appear on the Contractor's approval list will be allowed access to the site under this Contract.



- 3.7.2. The Contractor and their BAS service technicians 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.
- 3.7.3. All keys and/or proximity cards entrusted to the Contractor and their BAS service technicians 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.
- 3.7.4. The Contractor's BAS service technicians shall be subject to questioning and search of tools and supplies in relation to security matters by designated security staff.
- 3.7.5. After regular working hours, the Contractor will provide an authorized contact available through a phone number.
- 3.7.6. For all work carried out after regular building operational hours, the Manager, Security Operations will determine acceptable building security.

### **3.8. Building Policies**

- 3.8.1. The Contractor and his/her on-site boiler service technicians 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.
- 3.8.2. All approved BAS service technicians of the Contractor must attend an orientation session on CSCHAH building policies. CSCHAH will conduct this session and subsequent orientation sessions will be made available for new Contractor BAS service technicians during the duration of this Contract.
- 3.8.3. The CSCHAH is a LATEXGLOVE FREE facility. No latex gloves are permitted in the facility.
- 3.8.4. 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.
- 3.8.5. Wherever possible, the use of scented products is to be minimized. Contractor's BAS service technicians working on-site at the CSCHAH are to be advised to limit the use of scented personal products (perfumes, aftershaves, etc.).
- 3.8.6. 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.
- 3.8.7. Respect the Government of Canada's No Smoking policy on these premises.
- 3.8.8. All personnel/visitors are prohibited from using personal or business related portable electronic devices to take photos/videos of personnel or government assets. This applies to all areas of the facility.
- 3.8.9. Due to the ongoing COVID-19 pandemic, on occasion, the CSCHAH may require the Contractor and their BAS service technicians 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.

### **3.9. Parking**

- 3.9.1. Parking will be made available at 1015 Arlington Street to the Contractor. Only vehicles with proper signage, operated by a Contractor who is on-site for facility related business will be given parking. Contractors must park their vehicles on the gravel lot located at the North East corner of the parking lot. (If no spaces are left on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot).
- 3.9.2. Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.



- 3.9.3. Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.
- 3.9.4. 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.
- 3.9.5. There will be no overnight parking or storage of a vehicle allowed.
- 3.9.6. CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
- 3.9.7. Unauthorized vehicles will be subject to tow at the owner's expense

### **3.10. Immunization and Health Certificates**

- 3.10.1. Immunization and a health assessment may be required depending on the work location in the building and level of risk. A risk assessment will be completed prior to any work of this nature being undertaken and the Contractor will be advised of any requirements. If required, the Contractor is responsible for providing the required immunization and health assessment to their employees. As a minimum, the following shall apply:
  - Basic requirements for entry into CL02 – Current TD (tetanus) booster; i.e. within the past 10 years; Hepatitis B advised.

### **3.11. Location of Work, Work site and Delivery Point**

All work to be performed at the CSCHAH located at 1015 Arlington Street, Winnipeg, Manitoba, Canada.

### **3.12. Language of Work**

All work performed under this Contract must be in English.

### **3.13. Travel and Living**

The Contractor will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Work. These expenses will be reimbursed at cost, without any allowance for profit and/or administrative overhead. The expenses will be reimbursed in accordance with the meal, private vehicle and incidental expenses detailed in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

Payment for travel and living expenses must be made in accordance to the terms of payment and the [National Joint Council Travel Directive](#).



## **APPENDIX 1**

### **Canadian Biosafety Standards and Guidelines**

The Canadian Biosafety Standards and Guidelines (CBSG) provide information regarding the controls and restrictions when working in containment laboratories. The CBSG is online and the link is <http://canadianbiosafetystandards.collaboration.gc.ca/cbsg-nldcb/index-eng.php>. Chapter 4 – Operational Practice Requirements, in particular describes the operational practice requirements designed to mitigate risks.

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.



## APPENDIX 2

### Equipment List for Reference

Two (2) aspect servers

Two (2) connectivity servers

One (1) historian server

Nine (9) Redundant AC800M Controllers

Approximately 200 I/O stations

All ABB supporting software

Twelve (12) Workstations

Ensure Third party integration onto the ABB 800xA System servers, including but not limited OPC client, virus protection.

One utility server

The following ABB 800xA components are included in the Sentinel Subscription:

- System 800xA
- System Type III
- Concurrent users - 8
- Engineering tools - 7
- Software packages add on History
- Licenses for 800xA 6.0.3 and Process Industrial Applications Libraries 6.0

The Contractor must provide software upgrades for third party software. The following is a list of third party software used by PHAC:

Windows Server 2012 R2 – Quantity six (6)

Windows 10 Enterprise 2015 LTSC – quantity twelve (12)

Other:

Software	Version	Licenses
McAfee Virusscan Enterprise	8.8.with patch #13	18
McAfee ePolicy Orchestrator	5.10X	1
McAfee Agent	5.6.0.702X	18
Kepware KepserverEX5	6.7.1046.0	2
Matrikon OPC Tunneller	6.2.4.7840	3
Matrikon OPC Explorer	5.1.3.0	3
Matrikon OPC Analyzer	2.0.0.7840	3
ALC Webctrl	7.0	1
Microsoft Office (Word, Excel)	2016	18



**ANNEX “B” - BASIS OF PAYMENT**

Rates quoted must remain firm for the period of the Contract. Rates MUST include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

**PRICING SCHEDULE 1: SCHEDULED SERVICES**

Firm Unit Pricing as per Annex A, GST (if applicable) Extra					
Item No.	Description	Unit of Issue	Estimated Qty	Firm Unit Price	Extended Price
<b>A</b>	Annual Subscription to ABB’s Automation Sentinel Maintain Plus Program as per Part A of Annex A. SACC Manual Clause H3028C (2010-01-11) Advance Payment will apply to this item.				
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Each	1	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Each	1	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Each	1	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Each	1	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Each	1	\$ _____	\$ _____
Subtotal					\$ _____

**PRICING SCHEDULE 2: “AS & WHEN REQUESTED” SERVICES**

**TASK AUTHORIZATIONS**

Additional service may be required on an “as and when requested” basis when requested and authorized by CSCHAH. The work requested must be for the type of services defined in the Statement of Work.

The estimated quantities specified below are provided for evaluation purposes only.

**Travel and Living Expenses**

The Contractor will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Work. These expenses will be reimbursed at cost, without any allowance for profit and/or administrative overhead. The expenses will be reimbursed in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”.



All travel must be pre-approved by the Project Authority.

All payments are subject to government audit.

<b>As &amp; When Requested Services as per Annex A, GST (if applicable) Extra</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Estimated Qty</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
<b>B</b> Preventative Maintenance Services- as per Part B of Annex A. Firm all inclusive hourly rates per qualified personnel for work identified in the Task Authorization Form					
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	50	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	50	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	50	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	50	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	50	\$ _____	\$ _____
<b>C</b> Hourly fee for Remote Technical Support-as per Part C of Annex A. Firm all inclusive hourly rates per qualified personnel for work identified in the Task Authorization Form					
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	5	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	5	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	5	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	5	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	5	\$ _____	\$ _____
<b>D</b> Hourly fee for Emergency On-site Services- as per Part D of Annex A. Regular Hours: Monday to Friday 08:00-16:30 CDT Firm all inclusive hourly rates per qualified personnel for work identified in the Task Authorization Form					
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	20	\$ _____	\$ _____





2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	20	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	20	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	20	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	20	\$ _____	\$ _____
<b>E</b>	Hourly fee for Emergency On-site Services- as per Part D of Annex A. Outside Regular Hours: Firm all inclusive hourly rates per qualified personnel for work identified in the Task Authorization Form				
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	10	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	10	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	10	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	10	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	10	\$ _____	\$ _____
<b>F</b>	Hourly fee for Additional Support Services as per Part E of Annex A Regular Hours: Monday to Friday 08:00-16:30 CDT Firm all inclusive hourly rates per qualified personnel for work identified in the Task Authorization Form				
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	40	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	40	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	40	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	40	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	40	\$ _____	\$ _____
<b>G</b>	Hourly fee for Additional Support Services as per Part E of Annex A Outside Regular Hours: Firm all inclusive hourly rates per qualified personnel for work identified in the Task Authorization Form				
1	<b>Contract Year 1</b>	Hour	20	\$ _____	\$ _____



	November 1, 2021 to October 31, 2022				
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	20	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	20	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	20	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	20	\$ _____	\$ _____
<b>H</b>	MATERIALS: As per Part F of Annex A (Not to exceed Manufacturer's suggested retail price.) For miscellaneous related ABB System 800xA that may be purchased as incidentals to services requested by Task Authorizations.				
1	<b>Contract Year 1</b> (November 1, 2021 to October 31, 2022): Miscellaneous related items available in the current published pricelist in effect on date of contract amendment, less a discount of _____% (Bidders to input their percentage discount).  Estimated Expenditure: \$25,000.00				\$ _____ *
2	<b>Contract Year 2</b> (November 1, 2022 to October 31, 2023): Miscellaneous related items available in the current published pricelist in effect on date of contract amendment, less a discount of _____% (Bidders to input their percentage discount).  Estimated Expenditure: \$25,000.00				\$ _____ *
3	<b>Contract Year 3</b> (November 1, 2023 to October 31, 2024): Miscellaneous related items available in the current published pricelist in effect on date of contract amendment, less a discount of _____% (Bidders to input their percentage discount).  Estimated Expenditure: \$25,000.00				\$ _____ *
4	<b>Option Year 1</b> (November 1, 2024 to October 31, 2025): Miscellaneous related items available in the current published pricelist in effect on date of contract amendment, less a discount of _____% (Bidders to input their percentage discount).  Estimated Expenditure: \$25,000.00				\$ _____ *



5	<b>Option Year 2</b> (November 1, 2025 to October 31, 2026): Miscellaneous related items available in the current published pricelist in effect on date of contract amendment, less a discount of _____% (Bidders to input their percentage discount).  Estimated Expenditure: \$25,000.00				\$ _____ *
<b>I</b>	Hourly fee for Optional Services as per Part G of Annex A Regular Hours: Monday to Friday 08:00-16:30 CDT Firm all inclusive hourly rates per qualified personnel for work identified in the resulting Contract Amendment.				
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	20	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	20	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	20	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	20	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	20	\$ _____	\$ _____
<b>J</b>	Hourly fee for Optional Services as per Part G of Annex A Outside Regular Hours: Firm all inclusive hourly rates per qualified personnel for work identified in the resulting Contract Amendment.				
1	<b>Contract Year 1</b> November 1, 2021 to October 31, 2022	Hour	10	\$ _____	\$ _____
2	<b>Contract Year 2</b> November 1, 2022 to October 31, 2023	Hour	10	\$ _____	\$ _____
3	<b>Contract Year 3</b> November 1, 2023 to October 31, 2024	Hour	10	\$ _____	\$ _____
4	<b>Option Year 1</b> November 1, 2024 to October 31, 2025	Hour	10	\$ _____	\$ _____
5	<b>Option Year 2</b> November 1, 2025 to October 31, 2026	Hour	10	\$ _____	\$ _____
<b>K</b>	Optional Goods: As per Part G of Annex A. Requested optional goods will be identified via a Contract amendment.				
1	<b>Contract Year 1</b> (November 1, 2021 to October 31, 2022): Contractor's mark up on unspecified optional goods. _____% (Bidders to input their percentage mark up)  Estimated Expenditure: \$10,000.00				\$ _____ **



2	<p><b>Contract Year 2</b> (November 1, 2022 to October 31, 2023): Contractor's mark up on unspecified optional goods. _____ % (Bidders to input their percentage mark up)</p> <p>Estimated Expenditure: \$10,000.00</p>	\$ _____ **
3	<p><b>Contract Year 3</b> (November 1, 2023 to October 31, 2024): Contractor's mark up on unspecified optional goods. _____ % (Bidders to input their percentage mark up)</p> <p>Estimated Expenditure: \$10,000.00</p>	\$ _____ **
4	<p><b>Option Year 1</b> (November 1, 2024 to October 31, 2025): Contractor's mark up on unspecified optional goods. _____ % (Bidders to input their percentage mark up)</p> <p>Estimated Expenditure: \$10,000.00</p>	\$ _____ **
5	<p><b>Option Year 2</b> (November 1, 2025 to October 31, 2026): Contractor's mark up on unspecified optional goods. _____ % (Bidders to input their percentage mark up)</p> <p>Estimated Expenditure: \$10,000.00</p>	\$ _____ **

\* The Extended Price for materials is calculated by subtracting the percentage discount from the total estimated expenditure. Example: Year 1, \$500.00 estimated expenditure; 10% discount quoted = \$500.00 - (\$500.00 x 10%) = \$450.00

\*\* The Extended Price for Optional Goods is calculated by adding the percentage mark up to the total estimated expenditure. Example: Year 1, \$500.00 estimated expenditure; 10% mark up quoted = \$500.00 + (\$500.00 x 10%) = \$550.00

Parts will be supplied FOB Destination including all delivery charges.



## ANNEX "C" – INSURANCE REQUIREMENT

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



- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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 "D" – SECURITY REQUIREMENT CHECKLIST**



Government of Canada / Gouvernement du Canada

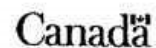
Contract Number / Numéro du contrat 1000218955
Security Classification / Classification de sécurité UNCLASSIFIED

**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 Building Automation Systems Maintenance		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
1000218955
Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

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

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Security Classification / Classification de sécurité UNCLASSIFIED
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Contract Number / Numéro du contrat 1000218955
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 / CLASSIFIÉE		NATO				COMSEC						
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC 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 "E" - TASK AUTHORIZATION FORM**

<b>Contract Number:</b>			
<b>Task Authorization (TA) No. / PO Number:</b>			
<b>TA Validity Period:</b>		Start:	End:
<b>Financial Coding:</b>			
<b>Contractor's Name and Address</b>			
.			
<b>Original Authorization</b>			
Total Estimated Cost of Task (GST/HST extra) before any revisions:			
<b>TA Revisions Previously Authorized (as applicable)</b>			
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): \$		
<b>New TA Revision (as applicable)</b>			
TA Revision No.	Authorized Increase or Decrease (GST/HST extra):		
Total Estimated Cost of Task (GST/HST extra) after this revision:			
<b>Contract Security Requirements (as applicable)</b>			
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.			



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

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