

AMENDMENT 01

A1. HEALTH CANADA BID RECEIVING UNIT FEDERAL RECORDS CENTRE BUILDING

Bid submission are to be sent to the following email address prior to, December 13, 2023 at 2:00 pm Ottawa time.

Rene.beauchamp@hc-sc.gc.ca

Attention: René Beauchamp Telephone: 613-716-5315 Solicitation #: 1000254965

Invitation to Tender (ITT)

A2. TITLE

Health Canada Laboratory Centre of Control Disease (LCDC) Perimeter Heating Replacement Project

A3. SOLICITATION NUMBER

A4. SOLICITATION DATE

1000254965

2023-11-22

A5. AUTHORITY

The Authority for this ITT is:

René Beauchamp

Acting Senior Procurement and Contracting Officer

Chief Financial Officer Branch

Ottawa, Ontario

Telephone: 613-716-5315

Email: rene.beauchamp@hc-sc.gc.ca

THIS ITT CONTAINS A SECURITY REQUIREMENT



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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES -**BID SECURITY REQUIREMENTS (GI) (2022-12-01)**

The following GI's are included by reference and are available at the following Web Site https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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INVITATION TO TENDER IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI10, "Security Related Requirements" and "Supplementary Conditions" SC1 "Security Related Requirements, Document Safeguarding Location".

SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 3rd 2015. See GI1, Integrity Provision-Bid of R2710T of the General Instructions for more information.

SECTION I – SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI1 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed *Declaration Form*, to be given further consideration in the procurement process.

Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed <u>Declaration Form</u>, to be given further consideration in the procurement process

SI2. BID DOCUMENTS

SI2.1 The following are the bid documents:

- a. Invitation to Tender Cover Page;
- b. Special Instructions to Bidders;
- c. General Instructions Construction Services Bid Security Requirements R2710T (2018-06-21);
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents

SI2.2 General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

SI3. ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation

period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI4. MANDATORY SITE VISIT

There will be a site visit on *November 30th 2023* at 10:00 am. Interested bidders are to meet at the Lobby of LCDC building 100 Eglantine Drw, Ottawa, Ontario, K1A 0K9.

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will not be accepted.**

SI5. REVISION OF BID

A bid may be revised by letter or E-mail to the contracting authority in accordance with GI10 of R2710T.

SI6. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Lowest compliant bidder will be recommended for contract award

SI7. INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or negotiate a reduction in the bid price and/or scope of work of

not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI8. BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA4 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1 of SI8 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1 of SI8 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI9. CONSTRUCTION DOCUMENTS

Copies of drawings, the specifications are attach with the solicitation document in Canada buys website. Homepage | CanadaBuys

SI10. SECURITY RELATED REQUIREMENTS

- 1. **At bid closing, the Bidder must hold a valid** Security Clearance as indicated in section SC1 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
- 2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC1 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" on the Standard Procurement Documents Web site Industrial Security Program

SI11. WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Bid Bond (form PWGSC-TPSGC 504)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf

Canadian economic sanctions

http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Construction and Consultant Services Contract Administration Forms Real Property Contracting

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf

Declaration Form

http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html

PWGSC, Industrial Security Services

http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html

PWGSC, Code of Conduct and Certifications

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

Standard Acquisition Clauses and Conditions (SACC) Manual

 $\underline{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R}$

Treasury Board Appendix L, Acceptable Bonding Companies

http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL

SECTION II – SUPPLEMENTARY CONDITIONS (SC)

SC1. SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Reliability:

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

SC2. Insurance Terms

The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.

MINIMUM INSURANCE REQUIREMENTS:

Contracts with of an estimated value of \$100,000 and more:

- Commercial General Liability
- Builder's Risk/Installation Floater

Contractors Pollution Liability:

Required when the nature of the work poses a risk of pollution damage such as:

- work involving storage tanks
- work on bridges or above water where contaminants could be released into water streams
- work involving removal of hazardous materials

SC2.1 Insurance Contracts

The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.

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

SC2.2 Period of Insurance

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

The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

SC2.3 Proof of Insurance

Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.

Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

SC2.4 Insurance Proceeds

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

SC2.5 Deductible

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

SECTION III – CONTRACT DOCUMENTS (CD)

- 1. The following are the contract documents:
 - a. Contract Cover Page when signed by Canada;
 - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
 - c. Drawings and Specifications;
 - d. SACC Clause <u>2010C</u> (2022-12-01) General Conditions Medium Complexity Services
 - e. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2022-12-01);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2022-12-01);
GC10	Insurance	R2900D	(2008-05-12);
Allow	able Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);

Supplementary Conditions

- a. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- b. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Section IV Bid Form (BF)

SECTION IV – BID FORM (BF)

BF1. IDENTIFICATION

Health Canada Laboratory Centre of Control Disease (LCDC) Perimeter Heating Replacement Project – Construction Phase- 1000254965

100 Eglantine Drw, Ottawa, On, K1A 0K9

BF2. BUSINESS NAME AND ADI	DRESS OF BIDDER	
Name:		
Address:		
Telephone:	Fax:	
PBN:		

BF3. THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **total bid amount indicated in appendix 1**.

BF4. BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of 60 days following the date of solicitation closing.

BF5. ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BF6. CONSTRUCTION TIME

The Contractor shall perform and complete the Work before March 31st 2024.

Section IV Bid Form (BF)

BF7. BID SECURITY

Signature

The Bidder is enclosing bid security with its bid in accordance with GI8 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BF8.	SIGNATURE
Name	and title of person authorized to sign on behalf of Bidder (Type or print)
Name	
Title	

Date

Appendix 1 Combined Price Form

APPENDIX 1 – COMBINED PRICE FORM (1 PAGE)

1. The prices per unit shall govern in establishing the Total Extended Amount (**TEA**). Any arithmetical errors in this Appendix will be corrected by Canada.

2. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
	APPENDIX F	ABATEMENT as per DSR	LUMP SUM			
	01 11 01 Part 1.1.1	FURNITURE HANDLING	LUMP SUM			
	01 11 01 Part 1.1.2	CEILING TILE MANAGEMENT	LUMP SUM			
	01 11 01 Part 1.1.3	CARPET PRESERVATION	LUMP SUM			
	01 11 01 Part 1.1.4	TEMPORARY HEATING REQ'MENTS	LUMP SUM			
	01 11 01 Part 1.1.5	DRYWALL WORK	LUMP SUM			

APPENDIX 2 – INTEGRITY PROVISIONS (LIST OF NAMES)

If the required list of names has 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 provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.						

APPENDIX 3 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

CONTRACT	ING AUTHORITY:
Name:	René Beauchamp
Title:	Acting Senior and Procurement and Contracting Officer
Department:	Health Canada
Branch:	Chief and Financial Officer Branch
Telephone:	613-716-5315
e-mail:	rene.beauchamp@hc-sc.gc.ca
TECHNICA	L AUTHORITY: (to be provided at contract award)
Name:	
Title:	
Department:	
Division:	
Telephone:	

e-mail:

APPENDIX 4 – STATEMENT OF WORK

Health Canada Laboratory Centre of Control Disease (LCDC) Perimeter Heating Replacement Project – Construction Phase

1.0 Scope

1.1 Introduction

The block 4 perimeter hydronic heating loop at the Laboratory Centre for Disease Control (LCDC) building experienced several critical piping failures due to the system reaching its end of service life expectancy. The project is to replace the full system to meet current and modern operational standards. The LCDC building is located at 100 Eglantine Drive Ottawa Ontario.

1.2 Objectives of the Requirement

The objective of this requirement is for the successful contractor to provide and supply all tools, equipment, labour and all materials to proceed with the work described as per the drawings and specifications for tender prepared by Cosmel in Appendix E and F.

1.3 Background and Specific Scope of Work

The Laboratory Centre for Disease Control building was constructed in 1954/55. The building served primarily as a bacteriology laboratory with associated support offices and animal testing facilities. The original building was three storeys (1st floor partially below grade) with a useable floor area of 5,882 m2 and a gross floor area of 6,410 m2. The first major renovations were undertaken in 1973/74 with the elimination of the animal facilities and the addition of offices. The remaining laboratory areas were also upgraded at that time. The next major renovation occurred in 1990/91 and was restricted primarily to the office areas in the west block (now referred to as Block 4). In 1994/95 the remaining laboratories in the east block (Block 3) were completely renovated to office space. The new laboratory addition opened in 1996 with useable area of 5,619 m2 and a gross floor area of 6,082 m2. The addition includes a new entrance and lobby area, library, cafeteria, meeting and conference rooms, as well as labs. The entire complex, the new addition combined with the older areas of the building, now totals approximately 12,492 m2 of gross floor area. The building is located at 100 Eglantine Drive Ottawa Ontario.

Multiple black iron pipes failures occurred in various areas of the Block 4 perimeter hydronic heating loop during the past heating season. The piping is severely clogged, corroded and will continue to fail and this may result in significant flooding in the office areas. An assessment of the copper pipping and radiators also identified that that the components have reached their end of service life and need to be replaced.

2.0 Requirements

2.1 Tasks, Activities, Deliverable and/or Milestones

- Perform a review of existing conditions, as well as any related investigations, conditions or other pertinent information that is available.
- Interview staff to ascertain specific site requirements and protocols.
- Acquire detailed site measurements of all pertinent building targeted areas for the completion of the work and associated detailing.
- Confirm shop drawings with the Design Consultant Cosmel.
- Complete the work as per the Cosmel drawings, plans and specifications including preventive and remediation measures following the results of the project specific Designated Substances Survey and Report.
- Achieve substantial & final completion following review by the Design Consultant Cosmel.

2.2 Specifications and Standards

The Consultant or Contractor must ensure all work is performed in accordance with all applicable codes including building codes (*NBC & OBC*), standards, regulations and manufacturer's recommendations, the Electrical Safety Authority of Ontario (ESA) and the Ontario Electrical Code.

Materials must be new and work must conform to the minimum standards of the Canadian General Standards Board, the Canadian Standards Association, the National Building Code of Canada 2015 (NBC) the National Fire Code 2015 (NFC) and all applicable, federal, provincial and municipal codes, laws and by-laws, and to all standards mentioned herein.

Any modifications or additions to existing set up must use appropriate new and clean materials free of defects and contamination and suitable for purpose.

Work must be carried out using a Consultant or Contractor who holds a valid licence for the work being conducted and issued by the Province in which the work is being contracted.

Taking all necessary steps to protect the workers from harm in accordance with revised statues of the current Labour Canada and Electrical Safety codes. The Contractor or Consultant, its employees, all sub-contractors and all site visitors must have the appropriate personal safety equipment (PPE) and training prior to performing the work required.

2.3 Technical, Operational and Organizational Environment

Access to the site and work to be coordinated and scheduled through the HC Project Manager.

The building is occupied with a mix of office and laboratory spaces. The scientific experiments taking place in the labs are sensitive to disruptions such as noise, vibrations, and smells. Any work in this environment will need to be carefully coordinated and utilize available methods to minimize noise, vibrations, and smells. Non-disruptive work can take place during regular working hours with the coordination of the HC Project Manager and building occupants.

Disruptive work will require careful and planned coordination with the HC Project Manager and the building occupants. The level of disruption and the affected areas will determine if the work could take place during regular working hours or after. Work schedule may need to be adjusted at any time to accommodate scientific experiments calendar.

2.4 Method and Source of Payment

The work will be monitored and accepted by the HC Project Manager. Monthly invoices will be monitored and accepted by the HC Project Manager. Any matters concerning the administration and invoicing of this work should be directed to the HC Project Manager.

2.5 Reporting Requirements

All communications and submissions by the Consultant or Consultant will be coordinated through the HC Project Manager.

2.6 Project Management Control Procedures

The HC Project Manager will oversee the work to ensure it is brought in on time and approvals required internal to Health Canada are addressed in a timely manner. Any change in the Scope of Work will require prior approval by the HC Project Manager prior to any work beginning and will require the approval and an amendment to the contract by the Contract Authority.

3.0 Additional Information

3.1Canada's Obligations

HC Project Manager will arrange a mandatory site visit (job showing) for the invited bidders during the tender period.

HC Project Manager will coordinate site access availability for information gathering and construction.

HC Project Manager will be available during the entirety of this project to provide assistance as required.

The HC Project Manager will provide the work permit for the small crane or boom truck when necessary. HC Project Manager will arrange for Fire Alarm by-passes to protect and isolate field devices when construction activities might activate fire protection systems during regular work hours Monday to Friday from 7:00 to 16:00.

Health Canada may, at any time, verbally suspend the work in the whole or part. If required, within 24 hours of the suspension, the HC Project Manager shall provide the Consultant or Contractor with a written notification indicating the effective date and time of suspension, the intended duration, and reason for the suspension (examples: non-compliance of Health & Safety regulations and/or encountering unexpected contamination, among others Health Canada emergency non-scheduled activities)

3.2 Consultant or Contractor's Obligations

The Consultant or contractor will be responsible for the following when applicable:

1 Carrying-out services in accordance with approved documents and directions given by the HC Project Manager.

- 2 Directing all correspondence to the HC Project Manager and not communicating with the building occupants directly.
- 3 Advising the HC Project Manager of any changes that may affect the approvals previously given and detailing the extent of and reason for the changes and obtain written approvals before proceeding.
- 4 Ensuring all activities performed provide for the protection of Health Canada and Safety of the facility's occupants, not disturbing the facility's security systems and procedures and not disturbing the operations performed in and around the facility. This includes (but is not limited to) observing and following any Government of Canada and or Health Canada protocols related to the Covid-19 pandemic and the related directional signage at the facility, as well as immediately adhering to any further health and safety direction provided in writing by the HC Project Authority, which is meant to protect the health and safety of all the facility's occupants.
- 5 All their own transportation and parking costs during the entire project life cycle. Paid visitor parking is available at Tunney's Pasture.
- 6 Tracking and completing all contract deliverables/tasks.
- 7 Ensuring that work is carried out using only qualified licenced certified workers or apprentices in accordance with Provincial and/or Territorial Act respecting manpower vocational training and qualification. Permit employees registered in Provincial, Territorial apprentices program to perform specific tasks only if under direct supervision of qualified licenced workers. Determine permitted activities and tasks by apprentices based on level of training attended and demonstration of ability to perform specific duties.
- 8 Assuming responsibility of any accident or damage caused by its employees and/or equipment to Health Canada property or personnel as a result of the Consultant or Contractor's activities.
- 9 Assuming responsibility for the security of its equipment and materials during and after working hours. Health Canada will not be liable for any vandalism, theft, or loss.
- 10 Notifying the HC Project Manager of any on-site activity and obtaining approval to gain access to the building 48 hours before entering on site.
- 11 The coordination of all sub-contractors or service providers to complete required project work, including but not limited to, by-passes, hot work permits and any other project related system shutdowns that will have an impact on the HC Operations and Maintenance Groups of the facility/building.
- 12 Retaining the services of the Fire Alarm System manufacturer of the building for Fire Alarm by-passes to protect and isolate field devices when construction activities might activate fire protection systems during after regular working hours Monday to Friday from 16:00 to 07:00 and/or on weekends.

- 13 Informing Fire Alarm System monitoring agency an local Fire Department immediately prior to isolation and upon restoration of normal operation during after regular working hours Monday to Friday from 16:00 to 07:00 and/or on weekends.
- 14 Considering and prioritizing "Energy Star Rated Products" as a best practice when procuring new units.
- 15 Using where feasible the best available technologies and following the greening government guidelines and policies in an attempt to divert hazardous waste into recycling processes. Ultimately, these processes should strive to eliminate the amount of contaminants entering the natural environment.
- 16 Ensuring that available recycling alternatives are used where there is an opportunity for construction waste to be recycled.
- 17 Ensuring that all hazardous materials are disposed of according to all federal and provincial regulations including Hazardous Wastes Regulations under the Canadian Environmental Protection Act, 1999 (CEPA) when removing hazardous materials (i.e., Acrylonitrile, Arsenic, Asbestos, Benzene, Coke oven emissions, Ethylene oxide, Isocyanates, Lead, Mercury, Silica, Vinyl chloride).
- 18 Providing all associated waste manifests and proof of disposal to the HC Project Manager in a timely manner and in the context of an audit following the completion of the project when Hazard Waste(s) defined as Subject Waste by the Ontario, Environmental Protection Act (EPA), General Waste Management, Regulation 347 as amended by 558/00, Section #1 "Definitions" are disposed of.
- 19 Application and obtention of all required applicable permits and certificates.

3.3 Location of Work, Work Site and Delivery Point

The work is to be conducted and completed at the Laboratory Centre for Disease Control (LCDC) building located at 100 Eglantine Drive Ottawa Ontario. The Contractor could be required to meet the HC Project Manager at the Occupational Health Unit Building at Tunney's Pasture at 51 Chardon Driveway Ottawa Ontario K1A 0K9 at specific review points during the project.

3.4 Language of Work

All work can be conducted in either official language.

4.0 Project Schedule- Expected Start and Completion Dates

The work is to commence five (5) days (or sooner) after issuance of the contract award. The complete scope of the work is to be completed the first sixteen (16) weeks following the contract award.

The work must be performed during regular work hours where possible and after regular working hours Monday to Friday from 18:00 to 06:00 and/or on weekends. Works creating noise, smells or vibrations must be completed after regular working hours Monday to Friday from 18:00 to 06:00 and/or on weekends.

The contractor should include provisions for after regular working hours to accelerate the schedule when necessary and/or accommodate the completion of other ongoing project work schedules.

When it is necessary to shut down a system, or when entry into laboratory space is required, arrangements must be made with the Project Manager in advance. Shutdowns take approximately 3 weeks from receipt of the schedule until the shutdown/works can be completed. Details must be provided as to what portion of the system will be out of service and the duration of the outage.

The contract end date is March 31st, 2024.

5.0 Applicable Documents

5.1 Applicable Websites

Insurance Terms (Real Property Contracting 5.R)<u>https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual</u>

SACC Manual

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

5.2 Supporting Documents

- Appendix A LCDC Block 4 Survey
- Appendix B LCDC Block 4 Pipes Condition
- Appendix C LCDC Block 4 Existing Site Conditions
- Appendix D LCDC Block 4 Motorized valves
- Appendix E Cosmel Drawings
- Appendix F Cosmel Specifications and Designated Substances Report
- COSMEL KK23-061 DV001 ENGLISH SPECS ADD#1
- COSMEL KK23-061-NOTES-AD001 EN-FR
- COSMEL KK23-061-MC001 ENG-FREN DWGS ADD-01

6.0 Fire Safety

- 1. Comply with both the National Building Code of Canada 2015 (NBC) and the National Fire Code of Canada 2015 (NFC) for safety and protection of persons in buildings in the event of a fire and the protection of buildings from the effects of fire, as follows:
 - 1.1 The National Building Code (NBC)
 - 1.2 The National Fire Code (NFC
 - 1.2.1 The on-going maintenance and use of the fire safety and fire protection features incorporated in buildings
 - 1.2.2 The conduct of activities that might cause fire hazards in and around buildings
 - 1.2.3 Limitations on hazardous contents in and around buildings
 - 1.2.4 The establishment of fire safety plans
 - 1.2.5 Fire safety at construction and demolition sites
- 2. Welding and cutting:

2.1 Before welding, soldering, grinding and/or cutting work, obtain a permit from the HC Technical Authority. Hot work must not be undertaken unless authorized by the HC Technical Authority.

7.0 Environmental Protection

The Consultant or Contractor shall conform to all of the following legislation where applicable.

- 1. Federal Legislation
 - a. Canada Labour Code, Part II, Sections 124 and 125
 - i. Canada Occupational Health and Safety Regulations
 - b. Canadian Environmental Protection Act, 1999 (CEPA, 1999)
 - i. Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197)
 - Canadian Council of Minister of the Environment (CCME)
 Environmental Code of Practice for Aboveground and
 Underground Storage Tank Systems Containing Petroleum
 and Allied Petroleum Products
 - National Fire Code of Canada (NFCC)
 - 3. CAN/CSA B139 Installation Code for Oil-Burning Equipment
 - ii. PCB Regulations (SOR/2008-273)**
 - c. Hazardous Product Act, 1985
 - d. Hazardous Materials Information Review Act, 1985
 - e. Fisheries Act, 1985
 - f. Transportation of Dangerous Goods Act, 1992 (TDGA)
- 2. Provincial Legislation
 - a. Ontario Occupational Health and Safety Act
 - i. O.Reg. 490/09: Designated Substances
 - b. Technical Standards and Safety Act, 2000
 - i. O.Reg. 213/01: Fuel Oil
 - ii. O.Reg. 215/01: Fuel Industry Certificates
 - iii. O.Reg. 216/01: Certification of Petroleum Mechanics
 - c. Ontario Environmental Protection Act
 - i. O.Reg. 347/09: General Waste Management
 - ii. O.Reg. 362/90: Waste Management PCB**
 - d. Fire Protection and Prevention Act
 - i. O.Reg. 213/07: Fire Code
- 3. Municipal Legislation
 - a. Sewer Use (By-law No. 2003-514)

8.0 Site Safety

The Consultant or Contractor is to provide to the HC Departmental Representative, a company Safe Work Procedure and a Safe Work Practice including daily Tool Box Safety Meetings. A safety plan may be required by the HC Departmental Representative.

9.0 Required Resources

The Consultant or Contractor is to provide a list of all required resources proposed to do the work.

10.0 Subcontracting

- 1. Neither the whole nor any part of the work may be subcontracted by the Consultant or Contractor without the written consent of the Departmental Representative.
- 2. The Consultant or Contractor must notify the HC Departmental Representative in writing of the Consultant or Contractor's intention to subcontract.
- 3. The Consultant or Contractor must notify the HC Departmental Representative in writing identifying the part of the work, and the subcontractor with whom it is intended to subcontract.
- 4. If the HC Departmental Representative objects to a subcontracting pursuant, the Consultant or Contractor must not enter into the intended subcontracting.
- 5. Neither a subcontracting nor the HC Departmental Representative's consent to a subcontracting by the Consultant or Contractor must be construed to relieve the Consultant or Contractor from any obligation under the contract or to impose any liability upon the Government of Canada.
- 6. Should the HC Departmental Representative consent to the subcontractor, all submittal requirements in this contract must apply. Submittals must be made for review by the HC Departmental Representative prior to the subcontractor being permitted to enter the site.

11.0 Insurance Requirements

The Consultant or Contractor is responsible for ensuring that they manage and have relevant financial protection against the risks to which they are exposed, especially those over which they have control.

Consequently, the general policy of the Government is not to indemnify consultants or contractors against such risks. Normally, therefore, a general condition of every contract is that the consultants or contractors indemnify and save the Crown harmless from all manner of claims and damages. Insurance is for the protection of Consultants or Contractors in support of their potential liability to indemnify the Crown and others, and only ultimately for the protection of the Crown.

The Consultant or Contractor must provide a copy of certificate from an insurance broker, or an insurance company licensed to operate in Canada stating that the Consultant or Contractor, if awarded a contract as a result of the ITT, can be insured in accordance with the Commercial General Liability Insurance requirements specified in

R2900D of the SACC Manual. If there is a conflict between the Insurance Terms of R2900D and the instructions of this ITT, the instructions of the ITT prevail. If the information is not provided in the tender, the HC Procurement Contracting Officer will inform the Consultant or Contractor and provide the Consultant or Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the HC Procurement Contracting Officer and meet the requirement within that time period will render the tender non-responsive and the tender will be disqualified.

12.0 Security Requirements

The Consultant or Contractor's employees or sub-contractors are required to have enhanced reliability security status at the time of submitting bids. All consultant or contractor or sub-contractor personnel on site require Reliability security status.

12.1 Security requirements for Canadian supplier:

12.1.1 The Consultant or Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC). 12.1.2 The Consultant or Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Consultant or Contractor must ensure that its personnel are made aware of and comply with this restriction. 12.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC.

13.0 Authorities

For the purpose of this work the following individuals will act Health Canada Departmental Representatives:

Any changes to the scope of work are to be discussed with the HC Project Manager, but any resulting change can only be confirmed by the issuance of an official amendment to these Articles of Agreement issued by the Contracting Authority, as the case may be. All work will be verified by the HC Project Manager and Technical Authority to inspect and approve work, to ensure all work is in accordance with all applicable codes.

APPENDIX 5 SECURITY REQUIREMENT CHECKLIST (SRCL)



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SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A					ALASI	CURITE (LVERS)		
Originating Government Department or Organizati		ONTINAOTO	7		2. Branch	or Directorate / Direction géné	rale ou Direction	
Ministère ou organisme gouvernemental d'origine	Health Canada					PSD-NAMLOD		
3. a) Subcontract Number / Numéro du contrat de so		3 h) Namo	and	\ddross		ntractor / Nom et adresse du s	oue traitant	_
5. a) Subcontract Number / Numero du contrat de so	us-traitance	J. D) Name	anu	-dui ess	Jubcol	iliacioi / Noili et auresse du s	ous-traitant	\neg
4. Brief Description of Work / Brève description du tra	avail							_
The purpose of this work is the construction phase to ful		er heating syst	tem of	block 4 c	of the buildin	g/ L'objectif de ce travail est la ph	ase de construction pour	r
complétement remplacer le système périmétrique de ch						g,		
5. a) Will the supplier require access to Controlled G								es
Le fournisseur aura-t-il accès à des marchandis								ui
5. b) Will the supplier require access to unclassified	military technical da	ta subject to	the p	rovision	is of the Te	echnical Data Control		es
Regulations? Le fournisseur aura-t-il accès à des données te		:6:4				diamanitiama du Dànlaman		ui
sur le contrôle des données techniques?	chniques militaires r	non classille	es qu	sont as	ssujetties a	aux dispositions du Regiemen	L	
6. Indicate the type of access required / Indiquer le t	vpe d'accès requis							_
*'								
6. a) Will the supplier and its employees require accellate Le fournisseur ainsi que les employés auront-ils								es
(Specify the level of access using the chart in Q		ignements o	ou a u	es biens	PROTEG	ES evou CLASSIFIES?	□ Non □ O	ui
(Préciser le niveau d'accès en utilisant le tablea		guestion 7	c)					
6. b) Will the supplier and its employees (e.g. cleane				ccess to	restricted	access areas? No access to	No . Y	es
PROTECTED and/or CLASSIFIED information								ui
Le fournisseur et ses employés (p. ex. nettoyeu					des zones	d'accès restreintes? L'accès		
à des renseignements ou à des biens PROTÉG				risé.				
6. c) Is this a commercial courier or delivery requiren								es
S'agit-il d'un contrat de messagerie ou de livrais	son commerciale sa	ı ns entrepos	sage o	e nuit?			Ŭ Non □ O	ui
7. a) Indicate the type of information that the supplied	will be required to	access / Ind	iquer	le type o	d'information	on auquel le fournisseur devra	avoir accès	
Canada	NATO	O / OTAN				Foreign / Étrange	, 🖂	
			Щ			l statign zaunga		
7. b) Release restrictions / Restrictions relatives à la	aiπusion All NATO countrie	00				No release restrictions		
Aucune restriction relative	Tous les pays de					Aucune restriction relative		
à la diffusion	Todo ico payo de	101741				à la diffusion		
Not releasable								
À ne pas diffuser								
La								
Restricted to: / Limité à :	Restricted to: / Li	mite a : [Restricted to: / Limité à :		
Specify country(ies): / Préciser le(s) pays :	Specify country(ie	es): / Précise	er le(s) pays :		Specify country(ies): / Préci	ser le(s) pays :	
7. c) Level of information / Niveau d'information						l .		_
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PROTÉGÉ A	NATO NON CLA			Ш		PROTÉGÉ A		
PROTECTED B	NATO RESTRIC			F		PROTECTED B		
PROTÉGÉ B	NATO DIFFUSIO		INTE			PROTÉGÉ B		
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PROTÉGÉ C	NATO CONFIDE					PROTÉGÉ C		
CONFIDENTIAL	NATO SECRET			F		CONFIDENTIAL		
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TRÈS SECRET (SIGINT)						TRÈS SECRET (SIGINT)		
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TBS/SCT 350-103(2004/12)	Security Classific	cation / Clas	sifica	ion de s	écurité			
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							Variaud	1



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DART A /com	sinus d) / BARTIE A /suita)					
	inued) / PARTIE A (suite) plier require access to PROTECTED ar	id/or CLASSIFIED COMSEC	nformation or assets?		Г	□ No □ Yes
Le fourniss	eur aura-t-il accès à des renseignement			u CLASSIFIÉS?	L	Non Oui
	ate the level of sensitivity:					
	native, indiquer le niveau de sensibilité : plier require access to extremely sensit		ssets?		Г	No Yes
	eur aura-t-il accès à des renseignement			licate?	Ľ	Non Oui
Short Title(s) of material / Titre(s) abrégé(s) du mat	óriol ·		7		
Document I	Number / Numéro du document :			_		
	RSONNEL (SUPPLIER) / PARTIE B - P					
iu. a) Personi	nel security screening level required / Ni	veau de controle de la securit	e au personnei requis			
~	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		TOP SECRET TRÈS SECRET	
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	TRÈS SECRET – SIGINT L	■ NATO CONFIDENTIEL	NATO SECRE		COSMIC TRÈS	SECRET
	ACCÈS AUX EMPLACEMENTS					
	Special comments:					
	Commentaires spéciaux :					
	NOTE: If multiple levels of screening a REMARQUE: Si plusieurs niveaux de				itá doit âtro fourn	si.
10. b) May un:	screened personnel be used for portions		uis, uii guide de ciassilic	allon de la secui		No Mys
	onnel sans autorisation sécuritaire peut		lu travail?		<u> </u>	Non Oui
	vill unscreened personnel be escorted?				T.	No Yes
Dans l'a	iffirmative, le personnel en question ser	a-t-il escorté?			Ľ	Non LOui
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE C -	MESURES DE PROTECTION	(FOURNISSEUR)			
INFORMATI	ON/ASSETS / RENSEIGNEMENT	S / BIENS				
					_	
	supplier be required to receive and stor	e PROTECTED and/or CLAS	SIFIED information or as	sets on its site o	r •	No Yes
premise Le four	es? nisseur sera-t-il tenu de recevoir et d'ent	renoser sur nlace des renseio	naments ou des hiens P	ROTÉGÉS et/ou		Non MOui
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11 6) \\(\alpha\)	supplier be required to safeguard COM	SEC information or acceto?			_	No TYes
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	· ·					
PRODUCTIO	DN					
	production (manufacture, and/or repair an	d/or modification) of PROTECT	ED and/or CLASSIFIED	material or equipn	nent [No Mes
	the supplier's site or premises? allations du fournisseur serviront-elles à la	production (fabrication et/ou re	éparation et/ou modification	on) de matériel PF	ROTÉGÉ	Non Oui
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INFORMATIO	ON TECHNOLOGY (IT) MEDIA / SUF	PORT RELATIF A LA TECHN	OLOGIE DE L'INFORMA	ATION (TI)		
					_	
	supplier be required to use its IT systems ion or data?	to electronically process, produ	ce or store PROTECTED	and/or CLASSIF	IED (No Yes
	isseur sera-t-il tenu d'utiliser ses propres	systèmes informatiques pour tr	aiter, produire ou stocker	électroniquement	des	
	nements ou des données PROTÉGÉS et		,,	4		
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	e be an electronic link between the suppli ra-t-on d'un lien électronique entre le sys					No Yes
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Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité Unclassified

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PART D - AUTHORIZATION / PART	TED AUTORISATION	N				
13. Organization Project Authority / C						
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Willy Pinto		Project Man	nager		Lisboa\	Willy Location: Diete: 2023.10.10 15:30:34-04'00' Foxit PDF Editor Version: 12.1.2
Telephone No N° de téléphone 343-576-2320	Facsimile No N ^o de	télécopieur	E-mail address - Adresse cour willy.pinto@hc-sc.gc.ca	riel	Date 2023-10-10	
14. Organization Security Authority /	Responsable de la séc	urité de l'orga	nisme	1		Digitally signed by Larose, Sonia
Name (print) - Nom (en lettres moulé	es)	Title - Titre		sLar Sc	ose,	DN: C=CA, O=GC, OU=HC-SC, CN=" Larose, Sonia" Reason: I am approving this document
Sonia Larose		Security in	Contracting	Sc	nia	Location: Date: 2023.10.16 08:02:16-04'00' Foxit PDF Editor Version: 12.1.2
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 Are there additional instructions (Des instructions supplémentaires 				t-elles jointes	6?	No Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature Beau	champ,	Digitally signed by Beauchamp, Rene DN: C=CA, O=GC, OU=HC-SC, CN="Beauchamp, Rene" Reason: I am approving this document
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17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité	1		Digitally signed by Larose, Sonia DN: C=CA, O=GC, OU=HC-SC, CN=
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Appendix 6 Certificate of Insurance

APPENDIX 6–CERTIFICATE OF INSURANCE

(NOTE: Not required at solicitation closing)

Document will be provided to the lowest compliant bidder.

APPENDIX 7- CONDITIONS PRECEDENT TO CONTRACT AWARD

It is recommended that bidders provide as much of the following information as possible with their bid. All of the following information will be required prior to contract award unless specified otherwise.

- C1 The Bidder must provide proof of all employees' WHIMS certification.
- C2 The Bidder must provide proof e.g. letter/certificate and number demonstrating they are in good standing with WSIB (Workmen's Compensation) and covered for the duration of the project.
- C3 The Bidder must provide a copy of their Health and Safety Policy and Program and site specific safety plan for the Proposed work prior to contract award.
- C4 The Bidder must provide a copy of their Health and Safety Plan for the proposed construction work within one work week from date of contract award.
- C5 The Bidder must provide a copy of a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the ITT, can be insured in accordance with the Commercial General Liability Insurance requirements specified in (Insurance Conditions) as indicated in the ITT, in the amount of \$2,000,000.00.

APPENDIX 8- LISTING OF SUBCONTRACTORS

In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions Construction Services GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions Construction Services - Bid Security Requirements, the Bidder must provide a list of all First-tier subcontractor* relationships with his Bid.

*"First-tier subcontractor" means a subcontractor with whom a supplier has a direct contractual relationship to perform a portion of the work pursuant to a contract or real property agreement between the supplier and Canada (meaning all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the supplier under the contract or real property agreement), unless the subcontractor merely supplies commercial-off-the-shelf goods to the supplier.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			