

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

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la santé publique du Canada

Attn: Jeremy Mallon

Email: 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 His Majesty the King 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 le Roi 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

Title – Sujet Air and Water Balancing Services	
Solicitation No. – N° de l'invitation	Data
1000255793	Date
	January 15, 2024
Solicitation Closes at – L'invitation prend fin à 2 :00 PM	Time Zone Fuseau horaire
-	EST
on / le - February 13, 2024	L51
F.O.B F.A.B. Plant-Usine: Destination:	Other-Autre:
Address Enquiries to: - Adresser tou	tes questions à :
Name: Jeremy Mallon	-
Email: jeremy.mallon@hc-sc.gc.ca	
Destination - of Goods, Services, an	d Construction:
Destination – des biens, services et e	construction :
See Herein – Voir ici	
Delivery required - Livraison exigée	
See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournis	seur/de l'entrepreneur
Facsimile No. – N° de télécopieur :	
Telephone No. – N° de téléphone :	
Name and title of person authorized	to sign on behalf of
Vendor/firm	3 -1
Nom et titre de la personne autorisée fournisseur/de l'entrepreneur	e a signer au nom du
Tournisseurae i entrepreneur	
(type or print)/ (taper ou écrire en car	ractères d'imprimerie)
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- 1.2.1 The Public Health Agency of Canada (PHAC) is seeking to issue a contract for a Contractor to provide air and water balancing services for its group of sites located at 1015 Arlington Street, 820 Elgin Avenue and 745 Logan Avenue, Winnipeg, Manitoba. The work to be conducted is detailed in Annex A, Statement of Work. The contract period will start on April 1, 2024 and end March 31, 2029. The Contractor must be available to work on-site.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- 1.2.3 There is an optional site visit associated with this requirement. Consult Part 2 Bidder Instructions.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to <u>jeremy.mallon@hc-sc.gc.ca</u> by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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



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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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, Canada.

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 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at The Canadian Science Centre for Human and Animal Health (CSCHAH), 1015 Arlington Street, Winnipeg, Manitoba, Canada on January 26, 2024. The site visit will begin at 09:30 CST, at the Main Entrance.

Bidders are requested to communicate with the Contracting Authority no later than January 25, 2024 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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

3.1.1 The bid must be separated as follows:

Section I: Technical Bid: One electronic copy by email; Section II: Financial Bid: One electronic copy by email; Section III: Certifications: One electronic copy by email; and

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

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

- 3.1.2 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 Attachment 1 to Part 3 Pricing Schedule.

Section III: Certifications

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

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid once completed.

It is mandatory that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter. This section, when completed, will be considered as the Bidder's financial proposal.

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non- responsive without further consideration.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

The quantities specified below are provided for evaluation purposes only.

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.

1. PRICING

- a. The prices requested in the Contract are:
 - i. Hourly rates for regular hours including items listed in 1.4
 - ii. Hourly rate for each hour outside of regular hours including items listed in 1.4
 - iii. In reference to section 3.1 "Materials", material cost is an allowance included in the proposal for purposes of evaluation.
- b. The hourly rates requested in the proposal and acceptance for specific types of service shall be the total cost to perform the work including, but not limited to:
 - i. Labour including supervision, allowances and liability insurance
 - ii. Travel time
 - iii. Transportation / vehicle expenses
 - iv. Tools and tackle
 - v. Overhead and profit
 - vi. Any other incidental expense other than supply of materials and replacement parts relating to the delivery of labour.
- c. The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- d. It is considered that regular hours can fall between 0600 and 1800 hours, Monday to Friday.



2.1 Unit Price Schedule - Rates

Unit Price Schedule - Rates

Year 1 Pricing: April 1, 2024 to March 31, 2025

Inspection and Repair Services – As and When Requested Basis – As identified in the Task Authorization Form.

Item	Class of Labour, material or plant	Unit (\$/hour)	Estimated Hours/ Quantity	Unit Price (\$)	Estimated Total Price (\$)	
1.	During Regular Hours: Service Calls – including travel time and all related expenses and labour at the job site. 06:00 – 18:00 hours, Monday to Friday Air Balancing Technician	/hour	300		\$	
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays. Air Balancing Technician	/hour	50		\$	
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x 1,000 =)	n/a	\$1,000.00	%	\$	
	Subtotal A): Estimated Total Amount Year 1 GST/HST Extra					

Year 2 Pricing: April 1, 2025 to March 31, 2026

Inspection and Repair Services – As and When Requested Basis – As identified in the Task Authorization Form.

Item	Class of Labour, material or plant	Unit (\$/hour)	Estimated Hours/ Quantity	Unit Price (\$)	Estimated Total Price (\$)	
1.	During Regular Hours: Service Calls – including travel time and all related expenses and labour at the job site. 06:00 – 18:00 hours, Monday to Friday Air Balancing Technician	/hour	300		\$	
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays. Air Balancing Technician	/hour	50		\$	
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x 1,000 =)	n/a	\$1,000.00	%	\$	
	Subtotal A): Estimated Total Amount Year 2 GST/HST Extra					



Year 3 Pricing: April 1, 2026 to March 31, 2027

Inspection and Repair Services – As and When Requested Basis – As identified in the Task Authorization Form.

	nzation i omi.	1			T			
Item	Class of Labour, material or plant	Unit (\$/hour)	Estimated Hours/ Quantity	Unit Price (\$)	Estimated Total Price (\$)			
1.	During Regular Hours: Service Calls – including travel time and all related expenses and labour at the job site. 06:00 – 18:00 hours, Monday to Friday Air Balancing Technician	/hour	300		\$			
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays. Air Balancing Technician	/hour	50		\$			
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x 1,000 =)	n/a	\$1,000.00	%	\$			
	Subtotal A): Estimated	Total Amo	Subtotal A): Estimated Total Amount Year 3 GST/HST Extra					

Year 4 Pricing: April 1, 2027 to March 31, 2028

Inspection and Repair Services – As and When Requested Basis – As identified in the Task Authorization Form.

Item	Class of Labour, material or plant	Unit (\$/hour)	Estimated Hours/ Quantity	Unit Price (\$)	Estimated Total Price (\$)
1.	During Regular Hours: Service Calls – including travel time and all related expenses and labour at the job site. 06:00 – 18:00 hours, Monday to Friday Air Balancing Technician	/hour	300		\$
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays. Air Balancing Technician	/hour	50		\$
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x 1,000 =)	n/a	\$1,000.00	%	\$
	Subtotal A): Estimated Total Amount Year 4 GST/HST Extra				

*

Year 5 Pricing: **April 1, 2028 to March 31, 2029**

ln	Inspection and Repair Services – As and When Requested Basis – As identified in the Task Authorization Form.				
Item	Class of Labour, material or plant	Unit (\$/hour)	Estimated Hours/ Quantity	Unit Price (\$)	Estimated Total Price (\$)
1.	During Regular Hours:				
	Service Calls – including travel time and all related expenses and labour at the job site. 06:00 – 18:00 hours, Monday to Friday Air Balancing Technician	/hour	300		\$
2.	Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays. Air Balancing Technician	/hour	50		\$
3.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% markup x 1,000 =)	n/a	\$1,000.00	%	\$
	Subtotal A): Estimated	l Total Amo	unt Year 5 GS	T/HST Extra	\$

Total Estimated Cost	(Year 1 + Year 2 + Year 3 + Year 4 + Year 5) - Limitation of
Expenditure: \$	(Applicable Taxes extra.)

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 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

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

The evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with these requirements.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by résumés and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). For experience requirements where a minimum duration of time is required to be demonstrated (e.g. "must have a minimum of eight (8) cumulative years of audit experience..."), in the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and résumé evidence contained in their proposals. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in b. above, the résumés and supporting documentation will be accepted as evidence.

Bidders should provide any required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to validate the references before award of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

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	Mandatory Technical Criteria (MT)
Number	Mandatory Technical Criterion
MT1	The Bidder must demonstrate, by providing detailed descriptions, that they have a minimum of five (5) years' experience in delivering air and water balancing services of a similar scope* within the last ten (10) years. *Similar scope is defined as projects/jobs that possess all of the following specifications: • Buildings that contain both office and laboratory space (i.e. universities, research centres, laboratories, government buildings);
	Buildings of a similar size, or larger (over 20,000m2)
	The Bidder must provide a written description of the information required for items 1-4:
	 The name and location of the organization for whom service was provided; The start and end dates of the project/job indicating years/months of engagement and the start and end dates of the work; Final Contract value;
	4) A brief description of the work performed;
	The information provided must give sufficient detail to assess how the work relates to providing air and water balancing services of similar scope* to the current requirement.
MT2	The Offeror must provide a signed attestation that they have the required personnel to fulfill the requirements stated in Annex A: Statement of Work section 2.3.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;

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 in Annex A.

7.2 Task Authorization

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

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

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$_____ (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.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.



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- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2035 (</u>2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

- 1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Contract Security Program (CSP), Public Works and Government Services (PWGSC).
- 2. The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CSP, PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 4. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List, attached at Annex C.
 - b) Contract Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed from April 1, 2024 to March 31, 2028.

7.5 Authorities

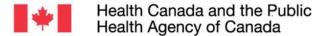
7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jeremy Mallon

E-mail address: 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

The Project Authority for the Contract is:

(To be inserted at contract award)

Name:

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 inserted at contract award)

Name:

Telephone:

E-mail address:

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Task Authorizations

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.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_______. Customs duties are ______ (insert " included", "excluded" or "subject to exemption, as applicable") and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

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

7.7.3 Task Authorizations – Single Payment

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.

7.7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- 1. Each invoice must indicate the following information:
- (a) Contract number
- (b) Work Order number
- (c) Work location
- (d) Date
- (e) Description of work activities



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- (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 NLMB.
- 2. The Contractor shall submit copies of actual invoices from their supplier when submitting claims for payment.
- 2. Invoices must be distributed as follows:
 One (1) copy must be forwarded by email to the Project Authority and 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, Canada.

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 <u>2035 (</u>2022-12-01), Higher Complexity Services;
- (c) Annex A, Statement of Work:
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____, (insert date of bid).

7.12 Insurance

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

7.13 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.



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- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A"

STATEMENT OF WORK

1. Scope of Work

1.1. Title

Air and Water Balancing Services

1.2. Objectives of the Requirement

The National Microbiology Laboratory Branch (NMLB) has a requirement for air and water balancing services for its group of sites located at 1015 Arlington Street, 820 Elgin Avenue and 745 Logan Avenue, Winnipeg, Manitoba.

1.3. Background

As Canada's leading public health infectious disease laboratory, the National Microbiology Laboratory Branch (NMLB) and the National Centre for Foreign Animal Diseases (NCFAD) are responsible for the identification, control and prevention of infectious human and animal diseases. The NMLB has multiple sites across Canada, including the Canadian Science Centre for Human and Animal Health (CSCHAH) located at 1015 Arlington Street and 820 Elgin Ave, and the JC Wilt Infectious Diseases Research Centre (JCWIDRC), which is located at 745 Logan Ave.

The CSCHAH is the first high-containment laboratory in the world where both animal and human disease research are conducted within the same facility. It 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.

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

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

1.4. Location of Work, Work site and Delivery Point

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

2. Requirements

2.1. Tasks, Activities, Deliverables and/or Milestones



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- 2.1.1. The Scope of Work detailed herein includes, but shall not be limited to, the provisions, by the Contractor, of all labour, supervision, material and equipment necessary to provide air and water balancing services.
- 2.1.2. A work order number will be provided by the Project Authority for each request for service.
- 2.1.3. The work is to include, but not limited to:
 - a) Carry out and assist in the air and water balancing adjustments and calibration as requested by the Project Authority.
 - There may be a requirement for the work to be carried out in CL3 laboratory spaces.
 - b) Perform visual inspection of fire dampers and exercise mechanically.
 - c) Perform other work if required and defined below as:
 - Preventative Maintenance inspecting, testing and reconditioning a system or component at regular intervals according to specific instructions, intended to prevent failures.
 - ii) Breakdown Maintenance repairs to damaged equipment due to failures.
 - iii) **Predictive Maintenance** delcared in advance, on the basis of observation, experience or scientific reasons.
 - iv) **Development Maintenance** the act of developing new maintenance methods and procedures.
 - d) Provide the following measurements as required by references standards whenever requested by the Project Authority, including, but not limited to:
 - i) Air velocity;
 - ii) Flow volume;
 - iii) Fan total pressure;
 - iv) Fluid flow rate;
 - v) Discharge and suction pressures;
 - vi) Duct leakage;
 - vii) Sound levels;
 - viii) Visual inspection/test fire dampers;
 - ix) Certify fume hood cabinets in accordance with Treasury Board guidelines or as specified by the Safety and Environmental Servies Office;
 - x) Statis pressure;
 - xi) Velocity pressure;
 - xii) Wet bulb and dry bulb temperature;
 - xiii) Cross sectional area:
 - xiv) RPM;
 - xv) Votage and current draw (to be taken by Project Authority)

All air flow in Biosafety Containment Laboratories will be governed by Health Canada's MRC Guidelines.

e) Note and record the location of equipment measures including inlet and outlet of each fan, coil, filter, damper and other auxiliary equipment.

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- f) Read drawing and specification documents to determine size and extent of project and requirements; compliance with codes and safety regulations.
- g) Assemble, erect or install material and personnel handling devices, scaffolds, ropes, slings and hoists.
- h) Produce all certificates and permits upon request of the Project Authority.
- i) Instruct the Project Authority and Program Operation Staff of any new operating procedures when installing or modifying new or existing equipment.

The Contractor Must:

- 2.1.4. Provide services on an "as and when" requested basis. The Project Authority will be the primary authority for issuance of such a request.
- 2.1.5. When the request for service occurs after normal business hours and on weekends, contact the Project Authority on the first working day following an emergency or urgent call to obtain a work order.
- 2.1.6. When requested by the Project Authority, the Contractor must submit a written plan of operation for approval. This will be done to provide evidence that all work is being carried out in a safe manner and will not damge property, equipment or impact on critical laboratory programs.
- 2.1.7. Supply all necessary equipment and tools to perform the work. Only material compatible to the system will be permitted to fulfill the maintenance tasks.
- 2.1.8. Perform work with minimum disturbances to occupants, public and normal use of premises.
- 2.1.9. Where necessary, cover furniture and fittings in work areas prior to commencement of work; remove covers on completion of work.
- 2.1.10. Perform any work that may disrupt the operations of the occupying clients after normal work hours (0600 1800 Monday to Friday).
- 2.1.11. Advise the Project Authority on site of product defect or damage the Contractor may come across or cause in the performance of the work.

2.2. Response Times

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

2.3. Personnel



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- 2.3.1. The Contractor must have the ability to provide a minimum of two (2) Secret security cleared Air Balance Technicians, certified through the Canadian Associated Air Balance Council, at all times throughout the duration of the Contract.
- 2.3.2. The Contractor's personnel must have a minimum of two (2) years working in the trade with demonstrable proficiency in the tasks outlined herein.
- 2.3.3. The Contractor's personnel must have and maintain all valid licences and certifications for the entire period of the contract.
- 2.3.4. The Project Authority may at any time during this Contract request to inspect or obtain a copy of each license / certificate of Contractor's personnel.
- 2.3.5. The Contractor must ensure that all on-site personnel have valid WHMIS certification.
- 2.3.6. All Contractor's staff shall be trained and certified in the following: Confined Space access, and Fall Protection. Training shall be provided at the Contractor's expense. On-site personnel will be required to produce valid certifications upon request.

2.4. Drawings and Maintenance Manuals

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

2.5. Materials

- 2.5.1. The Contractor must leave packing slips for materials or replacement parts, at the time of delivery, with the person or persons appointed by the Project Authority. All materials delivered to the facilities must be delivered to CSCHAH Shipping and Receiving or JCWIDRC Shipping and Receiving, dependant on location of work to be completed, between the hours of 08:00 16:00.
- 2.5.2. Material costs in excess of \$500.00 must be approved for use by the Project Authority prior to installation.
- 2.5.3. Where the Contractor supplies equipment purchased from a supplier or manufacturer, obtain from the supplier or manufacturer, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to His Majesty the King in Right of Canada and included in the O&M Manuals for the Project Authority.
- 2.5.4. The Contractor must deliver, store and maintain materials with manufacturer's seals and labels intact.
- 2.5.5. Parts and materials are to be stored in accordance with manufacturer and supplier's instructions.
- 2.5.6. The Contractor must not store materials on site without the Project Authority's approval.
- 2.5.7. NMLB does not accept responsibility for materials or equipment stored on site. Any stored materials or equipment which interfere with operations of the building or other Contractors must be moved by the Contractor upon request by the Project Authority.
- 2.5.8. When an equipment inventory numbering system exists, the Contractor must identify to the Project Authority, all pertinent data relative to a new piece of equipment upon installation.

2.6. Products

- 2.6.1. Materials and replacement parts that match existing building standard and code requirements are to be used. Alternative materials must have prior approval of the Project Authority. Any changes are to be approved by the Project Authority.
- 2.6.2. Products of same type as existing, including classifications, are to be used unless otherwise approved by the Project Authority. For new products approved, use products from one manufacturer only.
- 2.6.3. The Contractor must use new materials that conform to, or exceed, the minimum applicable standards of the Canadian Government Standards Board (CGSB), Canadian Standards Association (CSA) and / or Underwriters Laboratories of Canada Inc. (ULC).
- 2.6.4. Where there is no alternative to supplying equipment which is now CSA or ULC certified, obtain special approval from the Provincial Department of Labour.
- 2.6.5. The Contractor shall ensure that all materials used in the workplace are classified and labelled according to the Workplace Hazardous Information Systems (WHMIS).
- 2.6.6. The Contractor shall provide copies of the Safety Data Sheets (SDS) for products used on the premises to the Project Authority.

3. General Requirements

3.1. Specifications and Standards

- 3.1.1. The Contractor shall pay all fees, obtain certificates and permits as required by code and provide the appropriate authorites having jurisdiction with all required information.
- 3.1.2. Furnish these certificates and permits for work to the Project Authority.
- 3.1.3. All required licenses, certifications and permits must be kept current throughout the entire term of this Contract.
- 3.1.4. The Contractor must comply with all legislative and regulatory provisions whether federal, provincial or municipal applicable to the performance of the Work. The Work is to be executed to meet or exceed the requirements of:
 - a) Applicable Federal, Provincial and Municipal statutes, codes, regulations and acts;
 - b) National Building Code of Canada 2015;
 - c) Canadian Biosafety Standards and Guidelines (CBSG);
 - 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) <u>Canadian Construction Safety Code</u>, <u>Provincial Government Worker's Compensation</u> Board and Municipal statutes and authorities;
 - Materials and workmanship must conform to or exceed applicable standards of <u>Associated Air Balance Council (AABC)</u>, <u>American Society for Heating Refrigeration</u> <u>and Air-Conditioning Engineers (ASHRAE)</u>, <u>Sheet Metal and Air Conditioning National</u> <u>Associated (SMACNA)</u>, <u>Canadian General Standards Board (CGSB)</u>, <u>Canadian</u> <u>Standards Association (CSA)</u>, <u>American Society for Testing Materials (ASTM)</u> and referenced organizations;



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- j) Equipment or systems manufacturer's specifications, recommendations, calibration settings, instruction manuals and/or leaflets;
- k) Building specifications; and
- I) Workplace Hazardous Materials Information System (WHMIS)

In the event of a conflict between any of the codes, regulations, acts or standards outlined herein, the most stingent shall apply.

All of the above codes and standards in effect at the time of award are subject to change / revision. The latest editions of each shall be enforced during the term of the Contract.

3.2. Existing Services

The Contractor must:

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

3.3. Cleaning and Waste

The Contractor must:

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

3.4. Cutting, Fitting and Patching

3.4.1. The Contractor must cut, fit and patch where required for work under this Contract. Make good all disturbed surfaces to original condition.

3.5. Coordination and Protection

- 3.5.1. Execute work with minimum disturbance to occupants, public and normal use of building.
- 3.5.2. Make arrangements with the Project Authority to facilitate execution of work.
- 3.5.3. Maintain access and exits as work area could be occupied during execution of work. The Contractor must be prepared to work with laboratory staff to carry out verifications.
- 3.5.4. All movement of furniture is the Contractor's responsibility under the direction of the Project Authority. The movement of laboratory equipment will require prior approval from the Project Authority.



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- 3.5.5. Where necessary, cover furniture and fittings in work areas prior to commencement of work, remove covers on completion of work.
- 3.5.6. Furniture including desks, file cabinets, shelving units, chairs and cabinets, which are moved because of the work requirements, will be moved back at the end of each workday unless otherwise specified.
- 3.5.7. Perform any work that may disrupt the operations of the occuping clients after regular work hours (0600 1800 Monday to Friday).
- 3.5.8. Protect existing work from damage.
- 3.5.9. Ensure Hot Works procedures are adhered to at all times.
- 3.5.10. Maintain an as-built drawing showing the exact location of any changes made to the building, systems and equipment as per Section 2.4
- 3.5.11. Obtain Project Authority's approval before cutting, boring or sleeving load bearing members. If engineering services are required to provide design and inspection of site, the Contractor will be responsible to obtain the service.
- 3.5.12. Ensure all possible safety precautions are taken to ensure the protection of employees or occupants during the course of the work.

3.6. Work Done by Other Means

3.6.1. This Contract does not create and exclusive right of the Contractor to perform the services specified herein. NMLB reserves the right to have any work done by other means.

3.7. Workmanship

- 3.7.1. All reconstruction and modification work must match or exceed the quality of fit and finish of the original or existing work. All workmanship is subject to inspection and approval by the Project Authority.
- 3.7.2. All equipment panels and control covers must be replaced and properly fitted utilizing all fastening screws and/or bolts according to equipment design.
- 3.7.3. Accuracy:
 - 3.7.3.1. Perform CL2 and office area air and water balancing within +/- 10% at fans and 5% at diffusers.
 - 3.7.3.2. Perform CL3 and CL4 air and water balacing to within +/- 5% at fans and 2% at diffusers.
- 3.7.4. The Contractor must replace all work deemed unsatisfactory by the Project Authority, without extra cost.

3.8. Technical, Operations and Organization Environment

- 3.8.1. The Contractor's work will be coordinated by the Project Authority under the direction of the NMLB staff who is responsible for this system.
- 3.8.2. The work will take place in the general areas and mechanical areas of the facilities.
- 3.8.3. The Contractor must perform the services within the identified Response Time as identified by the Project Authority, as per Section 2.2

3.9. Method and Source of Acceptance

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3.9.1. Each requested task will be considered complete when the system involved is certified as functioning properly and correctly.

3.10. Reporting requirements

3.10.1. The Contractor will report to the Project Authority when the system servicing is completed and in addition to any issues or problems encountered durting the servicing. The Contractor will submit a report detailing all work completed with the invoice for the billing period.

3.11. Project Management Control Procedures

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

4. OTHER TERMS AND CONDITIONS OF THE SOW

4.1. Language of Work

4.1.1. English

4.2. Canada's Obligations

- 4.2.1. A work order number will be provided by the Project Authority for each request for service.
- 4.2.2. Ensure that on-site breathing air technicians have the required licenses/certificates to perform the work detailed in the SOW. The Project Authority may, at any time during the Contract, request to inspect or obtain a copy of each tradesperson's license / certificate.
- 4.2.3. Provide access to manuals, specifications and drawings.
- 4.2.4. Provide all Personal Protective Equipment (PPE) and tools required to work in containment level 3 and 4.

4.3. Contractor's Obligations

- 4.3.1. All required licenses, certifications and permits must be kept current throughout the entire term of this Contract
- 4.3.2. The Contractor must, throughout the term of the Contract, maintain a minimum of two (2) qualified (as detailed in 2.2 Personnel), security cleared breathing air technicians.
- 4.3.3. Ensure the scope of work is brought in on time, on budget and of an acceptable quality.
- 4.3.4. Provide the necessary material and equipment needed to carry out these activities.
- 4.3.5. The Contractor must have all equipment and materials to be used pre-approved by the Project Authority.
- 4.3.6. Unless otherwise specified, the Contractor shall use its own equipment and software for the performance of this Statement of Work.
- 4.3.7. The Contractor must be prepared to work with NMLB staff to carry out verifications.
- 4.3.8. Have the ability to receive and respond to calls during normal business hours and to emergency calls outside regular hours.
- 4.3.9. Do not list, publicize or use for business promotion purposes, the address of the work of this Contract, the name of the facility, Agency or the Government of Canada.

4.3.10. Title to the equipment / furnishings charged against this Contract shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times

4.4. Special Requirements

4.4.1. Site Safety

- 4.4.1.1. The Contractor must comply with the <u>Canadian Construction Safety Code</u>, <u>The Manitoba Workplace Safety and Health Act</u> and the <u>requirements of the Fire Commissioner of Canada</u> relating to the safety of persons on the worksite or the protection of the property against loss or damage from any cause, including fire.
- 4.4.1.2. All persons including the Contractor, his/her personnel, sub trades, suppliers, delivery services, etc. <u>must wear</u> Grade 1 or 2 CSA approved Safety Footwear <u>when working in or moving through</u> the facility. On occasion, NMLB may have requirements above the minimum safety requirements.
- 4.4.1.3. The Contractor and his/her personnel are to comply with Laboratory Bio-Safety procedures and protocols, which will be reviewed during the CSCHAH orientation session on building policies.

4.4.2. Site Security

- 4.4.2.1. Site security is the responsibility of the Contractor who shall erect temporary site or dust enclosures to prevent dust or other contaminates from escaping into other areas and, if applicable, barricades or fencing to prevent unauthorized entry.
- 4.4.2.2. Any work that may disrupt the operations of the occupying clients will be carried out after regular building operational hours. For all work carried out after regular building operational hours, the Manager, Security Operations, will determine acceptable building security.

4.4.3. Facility Access

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

4.4.4. Building Policies

- 4.4.4.1. The Contractor and his/her personnel shall follow building policies and regulations including fire evacuation procedures, laboratory protocol, security requirements, and any directive issued from time to time by the Project Authority.
- 4.4.4.2. All approved personnel of the Contractor must attend an orientation session on CSCHAH and JCWIDRC building policies. This session is paid for by Canada and subsequent orientation sessions will be made available for any new employees of the Contractor during the duration of this Contract.

- 4.4.4.3. The CSCHAH and JCWIDRC are LATEX GLOVE FREE facilities. No latex gloves are permitted in the facilities.
- 4.4.4.4. Fastening devices Explosive actuated Powder activated devices using explosive shells are not permitted in the facility.
- 4.4.4.5. CSCHAH will supply tools and Personal Protective Equipment ("PPE") inside of the Containment Level 3 and 4 areas of the laboratory. These tools are the property of CSCHAH and will not be allowed to leave these containment areas. The Contractor shall contact the Project Authority if insufficient and/or specialty tools are not available within the containment area.
- 4.4.4.6. Provision of tools and PPE by CSCHAH for work performed in containment areas are in accordance with building policies and applicable regulatory directives. Accordingly, no employee-employer relationship is to be implied or construed by this provision.
- 4.4.4.7. The Contractor must attend meetings on site when requested by the Project Authority.
- 4.4.4.8. The Contractor must conserve energy and non-renewable resources with due regard for property protection, safety of workers and employees and override by-laws and regulations.
- 4.4.4.9. Do not list, publicize or use for business promotion purposes, the address of the work of this Contract, the name of the facility, Agency or the Government of Canada.
- 4.4.4.10. Respect the Government of Canada's No Smoking policy on these premises.
- 4.4.4.11. The use of AM/FM radios, Bluetooth speakers and other similar devices will not be allowed in mechanical spaces, corridors and related areas.
- 4.4.4.12. All personnel shall refrain from wearing / listening to any personal entertainment device, or any other device that might limit hearing and vision in all laboratory and mechanical spaces. This includes, but is not limited to iPods or MP3 players.
- 4.4.4.13. All personnel/visitors are prohibited from using personal or business related portable electronic devices to take photos/videos or personnel or government assets. This applies to all areas of the facility.
- 4.4.4.14. The NMLB sites are scent-free facilities. Wherever possible, the use of scented products is to be minimized. Contractor's employees working on-site at the CSCHAH or JCWIDRC are advised to limit the use of scented personal products (perfumes, aftershaves, etc.).
- 4.4.4.15. Due to the ongoing COVID-19 pandemic, on occasion, the NMLB may require the Contractor's personnel to follow additional mandated health and safety measures prior to entering and while within Government of Canada buildings. These mandated practices will be communicated to the Contractor as they arise.

4.4.5. Immunization and Health Certificates

- 4.4.5.1. Immunization and a health assessment may be required depending on the work location in the building and level of risk. Risk assessment will be completed prior to any work of this nature being undertaken and the Contractor will be advised of any requirements. If required, the Contractor is responsible for providing the required immunization and health assessment to their employees. As a minimum, the following shall apply:
- 4.4.5.2. Basic requirements for entry into CL02 Current TD (tetanus) booster; i.e. within the past 10 years; Hepatitis B highly recommended. Costs associated with these requirements will be the responsibility of the Contractor and/or the Contractor's personnel.

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

4.4.6. Laboratory Biosafety Guidelines

- 4.4.6.1. The <u>Canadian Biosafety Standards and Guidelines (CBSG)</u> provide information regarding the controls and restrictions when working in containments laboratories. Chapter 4 Operational Practice Requirements, describes the operational practice requirements designed to mitigate risks.
- 4.4.6.2. **Note:** Maintenance personnel and service contractors are not required and/or permitted to enter a CL4 space to perform repairs or installations unless the laboratory is shut down and decontaminated.

4.4.7. **Parking**

- 4.4.7.1. There is no parking at JCWIDRC (745 Logan Ave) and vehicle owners are required to find alternative parking off site of the JCWIDRC facility.
- 4.4.7.2. Parking will be made available at CSCHAH (1015 Arlington Street) to the Contractor and his/her personnel holding a Contract Agreement with the NMLB. Only vehicles with proper signage, operated by a Contractor who is on-site for facility-related business, will be given parking. The Contractor and his/her employees must park their vehicles on the gravel lot located at the North East corner of the parking lot. (If no spaces are available on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot).
- 4.4.7.3. Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.
- 4.4.7.4. The Contractor and his/her employees must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.
- 4.4.7.5. There will be no parking in the fire lane, which is clearly marked with "No Parking" signs. Any vehicles parking in the fire lane will be subject to being towed at the owner's expense.
- 4.4.7.6. There will be no overnight parking or storage of a vehicle allowed.
- 4.4.7.7. NMLB does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.
- 4.4.7.8. Unauthorized vehicles will be subject to tow at the owner's expense
- 4.4.7.9. At any time the CSCHAH may change the onsite parking policy. Changes to this policy will be communicated to the Offeror as they arise.
- 4.4.7.10. Should the CSCHAH parking lot be changed to a metered lot, the Offeror will be permitted to submit official receipts to be reimbursed the actual cost minus markup or overheads.

5. Applicable Documents and Glossary

5.1. Relevant Terms, Acronyms and Glossaries

Service Definitions

The following definitions apply to the work to be directed by the Project Authority:

- a) Add make an addition to.
- b) Adjust bring components to a more effective relative position.
- c) Assemble take appart and put together again.
- d) <u>Clean</u> obtain access to; scrape, brush, flush and vacuum as required to remove dust, dirt and other debris/foreign matter.
- e) <u>Check/Inspect</u> view closely for dirt, foreign substances, lack of lubricant, wear, damage, tightness, tension, alginment, leaks, cracks, spalling, deformation, overloading and settings, make a critical appraisal of equipment, component and parts ability to fulfil their function to high degree of efficiency.
- f) <u>Lubricate</u> apply appropriate lubricant to joints between moving parts and joints between fixed and moving parts.
- g) <u>Measure</u> determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter, of "U" tube manometer. Measure motor overload with instrument by overload manufacturer.
- h) Remove take off or away from site.
- i) Repair restore to a sound state.
- j) Replace restore by removing old components and replacing with new components.
- Report inform Project Authority on site and include in work report results of inspection and proving, note problems encountered, services required, services performed and readings taken.
- I) Shutdown take out of service.
- m) Startup return to service.
- n) <u>Tighten</u> securely fix in place.
- o) <u>Torque</u> a predetermined amount of force (work measured in foot pounds) determined by a manufacturer and executed with the use of a torque wrench to turn a nut on a bolt, relating to specific equipment or system.

ANNEX "B"

BASIS OF PAYMENT

(To be inserted at contract award)

Contract Number / Numéro du contrat

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

	Government of Canada	Gouvernement du Canada		Cont	ract Number / Numéro du cont -20225852 -100024	
				Security C	lassification / Classification de UNCLASSIFIED	sécurité
PART A - CONT	RACT INFORM	LISTE DE VÉRIFIC. IATION / PARTIE A -	CURITY REQUIREMENT ATION DES EXIGENCES INFORMATION CONTRACT	RELATIVES À LA S MELLE	ÉCURITÉ (LVERS)	
Originating Go Ministère ou co	overnment Depa organisme gouve	irtment or Organizatio ernemental d'origine	n / Public Health Agency of Car		or Directorate / Direction généi licrobiology Branch	rale ou Direction
		néro du contrat de sou	s-traitance 3. b) Nam		ntractor / Nom et adresse du s	ous-traitant
4. Brief Descript	ion of Work / Bre	ève description du trav	/ail			
Air & Water Balan		cess to Controlled Go	ndo2			No Yes
Le fourniss	eur aura-t-il acci	ès à des marchandise	s contrôlées?			Non Oui
Regulation: Le fourniss sur le contr	s? eur aura-t-il acci ôle des données	ès à des données tech s techniques?			echnical Data Control aux dispositions du Règlement	No Yes Non Oui
	5.5	equired / Indiquer le ty	pe d'acces requis es to PROTECTED and/or CL	ACCIFIED information o	r necote?	No Yes
Le fourniss (Specify the (Préciser le	eur ainsi que les e level of access e niveau d'accès	s employés auront-ils : s using the chart in Qu s en utilisant le tableau	accès à des renseignements estion 7. c) I qui se trouve à la question 7	ou à des biens PROTÉC '. c)	SÉS et/ou CLASSIFIÉS?	Non Oui
PROTECTI Le fourniss à des rense	ED and/or CLAS eur et ses emplo eignements ou à	SSIFIED information o oyés (p. ex. nettoyeurs a des biens PROTÉGÉ	r assets is permitted. s, personnel d'entretien) auro S et/ou CLASSIFIÉS n'est p	int-ils accès à des zones las autorisé.	l access areas? No access to d'accès restreintes? L'accès	No Yes Non Oui
S'agit-il d'u	n contrat de me	ssagerie ou de livraisc	ent with no overnight storage on commerciale sans entrepo	osage de nuit?		No Yes Oui
7. a) Indicate the		ation that the supplier	*	diquer le type d'informati	on auquel le fournisseur devra	
7 h) Dalance re	Canada	rictions relatives à la d	NATO / OTAN		Foreign / Étranger	
No release res	trictions r	Totions relatives a la d	All NATO countries		No release restrictions	
Aucune restrict à la diffusion	ion relative		Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not releasable À ne pas diffus				_		
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Specify country	/(ies): / Préciser	le(s) pays :	Specify country(ies): / Préci	ser le(s) pays :	Specify country(ies): / Précis	ser le(s) pays :
7. c) Level of inf	ormation / Nivea	u d'information	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A			NATO NON CLASSIFIÉ		PROTÉGÉ A	
PROTECTED I	В		NATO RESTRICTED	E.N.T.E.	PROTECTED B	
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TBS/SCT 350-	103(2004/12)	:	Security Classification / Cla	ssification de sécurité]	~
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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat ---202258521000249802 Security Classification / Classification de sécurité UNCLASSIFIED

Le fournisseur aura-t-il accès à des renseignemen If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité 9. Will the supplier require access to extremely sensi Le fournisseur aura-t-il accès à des renseignemen Short Title(s) of material / Titre(s) abrégé(s) du ma	ive INFOSEC information or assets? is ou à des biens INFOSEC de nature extrêmement dé	No Yes		
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	ériel :			
Document Number / Numéro du document :				
PART B - PERSONNEL (SUPPLIER) / PARTIE B - F 10. a) Personnel security screening level required / N				
10. dy r craomici accumy acrooming tover required 7 to	vous de controle de la securite da personnel requis			
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SITE ACCESS				
ACCÈS AUX EMPLACEMENTS				
Special comments:				
Commentaires spéciaux :				
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	e contrôle de sécurité sont requis, un guide de dassific			
 b) May unscreened personnel be used for portion Du personnel sans autorisation sécuritaire peu 		No Yes Non Oui		
If Yes, will unscreened personnel be escorted?		No Tyes		
Dans l'affirmative, le personnel en question se		Non Oui		
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C	MESURES DE PROTECTION (FOURNISSEUR)			
INFORMATION / ASSETS / RENSEIGNEMENT				
Distribution and Remotion And Control and				
	re PROTECTED and/or CLASSIFIED information or as			
premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou				
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11. b) Will the supplier be required to safeguard COM Le fournisseur sera-t-il tenu de protéger des re		No Yes Non Oui		
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PRODUCTION				
		V 20 V 10		
11. c) Will the production (manufacture, and/or repair ar occur at the supplier's site or premises?	d/or modification) of PROTECTED and/or CLASSIFIED			
	a production (fabrication et/ou réparation et/ou modificatio	n) de matériel PROTÉGÉ		
et/ou CLASSIFIÉ?				
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INFORMATION TECHNOLOGY (IT) MEDIA / SU	PPORT RELATIF À LA TECHNOLOGIE DE L'INFORMA	ATION (II)		
AA DAMELO E I A A A A A A A A A A A A A A A A A A		and/or CLASSIFIED No Yes		
information or data?	to electronically process, produce or store PROTECTED	and/or CLASSIFIED Non Oui		
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?			
11 at Will there he an electronic link between the arrest	er's IT systems and the government department or ageni	v? No Yes		
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gouvernementale?	5	<u>S</u>		
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité			
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Contract Number / Numéro du contrat -202258521000249802

Security Classification / Classification de sécurité UNCLASSIFIED

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ż	Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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ANNEX "D" - TASK AUTHORIZATION FORM

Contract Number:					
Task Authorization (TA) No. / PO Number:					
TA Validity Period:	Start:	End:			
Financial Coding:					
Contractor's Name and Address					
Original Authorization					
Total Estimated Cost of Task (GST/HST extra) before an revisions:	у				
TA Revisions Previously Authorized (as applicable)					
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$				
TA Revision No.	Authorized Increase or Decrease (GST/HST extra): \$				
New TA Revision (as applicable)					
TA Revision No.	Authorized Increase or Deci	rease (GST/HST extra):			
Total Estimated Cost of Task (GST/HST extra) after this revision:					
Contract Security Requirements (as applicable)					
This task includes security requirements. □No □Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.					
		Required Work			

	SECTION A - Task Description of the Work required
	SECTION B - Applicable Basis of Payment
	SECTION C - Cost Breakdown of Task
	SECTION D - Applicable Method of Payment
	Authorization
By signing this TA, the Proje	ct Authority certifies that the content of this TA is in accordance with the Contract. Name of Project Authority
Signature	Date:
	Contractor's Signature
	Name and title of individual authorized to sign for the Contractor
Signature	Date