

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Diesel Mechanic & Hvy Eqpt Operator	
Solicitation No. - N° de l'invitation K4E21-140020/A	Date 2014-07-29
Client Reference No. - N° de référence du client K4E21-140020	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-005-9099	
File No. - N° de dossier WPG-4-37035 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-08	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Guilford, Alison	Buyer Id - Id de l'acheteur wpg005
Telephone No. - N° de téléphone (204) 983-4095 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT EUREKA WEATHER STATION EUREKA NUNAVUT Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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Environment Canada

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Diesel Mechanic and Heavy Equipment Operator

PART 1 - GENERAL INFORMATION

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: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

2. Summary

Environment Canada requires the services of a Contractor to provide Building and Facility Maintenance for Environment Canada, at the Eureka Weather Station in Eureka, Nunavut, on a scheduled and as and when requested basis, for a one year period with Canada retaining an irrevocable option to extend the contract for two (2) additional one (1) year periods in accordance with the terms and conditions detailed in the solicitation document.

There is a security requirement 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 [Canadian Industrial Security Directorate \(CISD\), Industrial and Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

The requirements of the Nunavut Land Claims Agreement will apply to the proposed procurement. Proponents are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-06-26) 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: sixty (60) days
Insert: one hundred twenty (120) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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 FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPS 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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

5. Applicable Laws

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

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

6. Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Annex E.

1.1.2 Point Rated Technical Criteria

Refer to Annex E.

1.2 Financial Evaluation**1.2.1 Mandatory Financial Criteria**

SACC *Manual* Clause A0220T (2014-06-26), Evaluation of Price

1.3 Nunavut Land Claims Agreement

The requirements of the **Nunavut Land Claims Agreement** (http://www.nucj.ca/library/bar_ads_mat/Nunavut_Land_Claims_Agreement.pdf) will apply to the proposed procurement. Bidders are therefore requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Article 24 of The Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

In compliance with the requirements of Article 24 - Government Contracts, of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, the following conditions shall apply in the award of any Contract resulting from this solicitation:

1.3.1. Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the Nunavut Settlement Area Bid Criteria.

1.3.2. Opportunities and Considerations

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

In this requirement "Nunavut Representations" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	AVAILABLE PERCENT DISCOUNT
The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area	2 points = reduction of 2%
The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.	5 points = reduction of 5%
The undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Inuit.	3 points = reduction of 3%
TOTAL POSSIBLE POINTS	10 points = reduction of 10%

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For purposes of interpretation:

"Inuit firm" shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada; and

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1 of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

"deliveries to" means "goods delivered to, and services performed in".

For more information on the contents of these lists, please contact:

Nunavut Tunngavik Incorporated
P.O. Box 280
Rankin Inlet, N.W.T. X0C 0G0

Telephone #: (867) 645-3199
Facsimile #: (867) 645-3452

1.3.3. Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Nunavut Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Nunavut Representations" and that untrue statements may result in the tender being declared non-responsive.

1.3.4. Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Nunavut Representations" to evaluate bids; and
- b) the "Nunavut Representations" shall become covenants under any contract(s) resulting from this solicitation.

1.3.5. NLCA - Evaluation Criteria

The benefits that apply to this procurement are contained in: Section 4, Inuit of Nunavut Land Claims Agreement (NLCA), clauses:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

2. Basis of Selection

2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum points specified for criteria R1 and R2 for the technical evaluation, and
- d. obtain the required minimum of **117** points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of **195** points.

2.2 Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.

2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **60%** for the technical merit and **40%** for the price.

2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **60%**.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **40%**.

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex General Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.2 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

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;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.1 Task Authorization

A portion of the Work to be performed under the Contract, detailed further in Annex A, Statement of Work, 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.

1.2 Task Authorization Process

- 1.2.1 The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex G.
- 1.2.2 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 and methods of payment as specified in the Contract.
- 1.2.3 The Contractor must provide the Project Authority, within five (5) 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.
- 1.2.4 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.

1.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$40,000.00**, Applicable Taxes included, inclusive of any revisions.

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

1.4 Canada's Obligation - Portion of the Work - Task Authorizations

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

1.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex H. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted biannually to the Contracting Authority.

The biannual periods are defined as follows:

- 1st period: October 1 to March 31;
- 2nd period: April 1 to September 30.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2014-06-26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is for a one year period (approximately from October 1, 2014 to September 30, 2015) inclusive.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the

Solicitation No. - N° de l'invitation
K4E21-140020/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
wpg005

Client Ref. No. - N° de réf. du client
K4E21-140020

File No. - N° du dossier
WPG-4-37035

CCC No./N° CCC - FMS No./N° VME

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alison Guilford
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB
R3B 0T6

Telephone: 204-983-4095
Facsimile: 204-983-7796
E-mail address: alison.guilford@pwgsc-tpsgc.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.

5.2 Project Authority

The Project Authority for the Contract is: **(TO BE DETERMINED)**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
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.

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____

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K4E21-140020/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
wpg005

Client Ref. No. - N° de réf. du client
K4E21-140020

File No. - N° du dossier
WPG-4-37035

CCC No./N° CCC - FMS No./N° VME

E-mail address: _____

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. Basis of Payment

7.1 Basis of Payment - Firm Unit Price

For the work described in Pricing Schedule 1 in Annex B:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price of \$ **TBD**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

7.1.1 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

For the Work described in Pricing Schedule 2 of Annex B:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B to the limitation of expenditure specified in the authorized TA.

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

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

7.2.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$**TBD**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor

7.5 Discretionary Audit

SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

7.6 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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

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

10. Applicable Laws

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

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 2035 (2014-06-26), General Conditions - Higher Complexity - Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Federal Contractors Program for Employment Equity - Certification;
- g) Annex E, Evaluation Procedures
- h) Annex F, Insurance Requirements;
- i) Annex G, Task Authorization Form;
- j) Annex H, Task Authorization Contract Usage Report;
- k) the signed Task Authorizations;
- l) the Contractor's bid dated _____.

12. Insurance Requirements

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

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

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

13. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

14. Liquidated Damages

1. The contractor acknowledges that:

1.1. the Invitation to Tender (ITT) or Request for Proposal (RFP) and this Contract fall within the ambit of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (the "Agreement"); and

1.2. pursuant to Article 24.6.1 of the "Agreement", the bid criteria included in the RFP or ITT and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:

1.2.1. The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;

1.2.2. The employment of Inuit labor, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contract.

1.2.3. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

2. The contractor acknowledges and confirms that it made the following commitments (collectively the "Nunavut Representations") as contemplated in paragraph 1 above in its bid for this contract (To be completed at time of contract award):

COMMITMENT	ASSIGNED POINT
2.1	
2.2	
2.3	

3. The contractor acknowledges that the "Nunavut Representations":

3.1. are covenants under this contract; and

3.2. each represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.

4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Nunavut Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Nunavut Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

5.1. the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and

5.2. The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

ANNEX A

STATEMENT OF WORK

1. GENERAL REQUIREMENTS

The Contractor is responsible for the provision of one (1) certified Heavy Equipment Operator and one (1) certified Diesel Mechanic to be onsite (seven days a week, 365 days per year - 366 days per year during Leap Years) basis at the Eureka Weather Station, Eureka, NU. This includes all Federal, Territorial and Municipal holidays. Contractor's resources may "switch out" no more than once per month.

From time to time, due to a decreased work requirement, fewer Contractor resources than stated may be required. Given two (2) months notice, the Contractor shall remove these resources from the station. The amount payable to the Contractor must be reduced to reflect the reduction in work requirement.

All onsite work is to be performed during regular Eureka station hours of 08:00 and 17:00 hours, Monday to Saturday. Two (2) hours of overtime for the Contractor's Diesel Mechanic resource will be required on Sundays for power plant/life support checks.

From time to time, due to an increased work requirement, additional Contractor's resources than stated in the Work Statement may be required [using Pricing Schedule 2 - Additional "As and When Requested"]. Given two (2) months' notice, the Contractor shall add these Contractor's resources to the station. The amount payable to the Contractor must be increased to reflect the increase in work requirement.

From time to time, due to an increased work requirement, Contractor's resources may be required to work additional hours [using Pricing Schedule 2 - Additional "As and When Requested"]. There are no guarantee minimum or maximum hours for this work.

One of the Contractor's onsite resources must be designated as the Contractor's Site Supervisor.

The time required by the Contractor to properly supervise and administer this Contract is not part of this Statement of Work.

The Site Authority shall be Environment Canada's (EC) Station Program Manager (SPM), who is responsible for the overall operation of the station. Day-to-day task priorities will be established by the SPM to meet changing work requirements on the station.

Environment Canada reserves the right to require the Contractor to remove and replace, in a timely manner, any of the Contractor's staff who Environment Canada deems to be unsuitable in accordance with Appendix 4 – Eureka Code of Conduct. Should the removal/replacement occur at a time other than the regularly scheduled resupply flights, the Contractor must be responsible for the cost of transportation to and from Eureka for the replacement costs.

2. MAIN REQUIREMENTS

2.1 Diesel Mechanic:

The requirement is for a certified Diesel Mechanic who must be responsible for the operation and maintenance of Power Generating Equipment including engine driven generator set, PC programmed control systems, cooling systems, fuel supply and storage systems, system control and switching gear.

The Contractor's Diesel Mechanic resource must be willing and able to upgrade skills or take necessary training for work on any and all components including some of the electronic components of the Genset Automatic Control System. Training on any newly acquired equipment may be required. If onsite training

is not available, Environment Canada will cover all relevant costs, as per Treasury Board Travel Regulations, for training of up to two (2) persons, within twelve (12) months of the acquisition of the new equipment. Subsequent training must be at the Contractors expense.

The following is a list of tasks the Contractor's Diesel Mechanic resource is normally expected to perform on a routine basis. It should not be construed as being a conclusive list. The schedule is based on the manufacturer recommended maintenance timing, seasonal needs (i.e. spring time and some pieces of heavy equipment that have sat all winter are inspected prior to use). As listed some of the tasks are daily, weekly, or monthly.

1. Operation and maintenance of power generation facility.
 - a) The Contractor's Diesel Mechanic resource must operate the power generation facility in accordance with the manufacturer's operating instructions.
 - b) The Contractor's Diesel Mechanic resource must perform daily checks on the power generation facility in accordance with the manufacturer's recommendations including the filling of fuel day tanks.
 - c) The Contractor's Diesel Mechanic resource must perform weekly checks of the power generation facility in accordance with the manufacturer's recommendations. This may include taking oil samples for analysis.
 - d) The Contractor's Diesel Mechanic resource must perform monthly inspections and run-up of standby and auxiliary power generators from Environment Canada owned and other Government of Canada equipment.
 - e) The Contractor's Diesel Mechanic resource must perform other periodic maintenance checks as per manufacturer's recommendations.
 - f) The Contractor's Diesel Mechanic resource must perform all other scheduled and unscheduled maintenance and repairs to include diagnosis and replacement of malfunctioning components.
 - g) Environment Canada will maintain a separate contract with a recognized diesel generator/heavy equipment authority that must inspect and complete major repairs and overhauls on the generators according to manufacturer's recommendations. The Contractor's Diesel Mechanic resource must provide onsite assistance of this work when requested by the Site Authority.
 - h) The Contractor's Diesel Mechanic resource is required to compile, maintain and inventory all tools, parts & supplies inventory within their area of responsibility at the Station.
 - i) The Contractor's Diesel Mechanic resource must maintain an inventory of all hand tools, expendables, frequently used heavy equipment parts (blades, hoses, cutting edges, filters etc), frequently used vehicle parts, (filters, belts, batteries, etc) and spare parts for other equipment.
 - j) The Contractor's Diesel Mechanic resource must be able to, under direction of manufacturer/maintenance specialists, monitor, trouble shoot, diagnose and program the automatic control system for the generator
 - k) List of Generators See Appendix 1
2. The Contractor's Diesel Mechanic resource must provide the labour required to operate, maintain and repair all motor vehicles, heavy equipment, snowmobiles and ATV's:

- a) The Contractor must employ only certified journeyman tradespersons, specialized in heavy equipment maintenance and operation.
 - b) The Contractor's Diesel Mechanic resource is responsible to verify the operating condition of the complete inventory of equipment at the start of the Contract. Any shortcomings must be identified in writing to the Site Authority, for correction or clarification within the first month of the Contract.
 - c) Any vehicle or other piece of equipment, which in the opinion of the is Contractor's Diesel Mechanic resource, malfunctioning and may jeopardize the safety of station personnel, must be "locked out" or otherwise taken out of service until the unit is repaired or discarded or destroyed.
 - d) The Contractor's Diesel Mechanic resource must maintain records of servicing, maintenance, repairs, material costs, fuel, oil and lubricants and submit them monthly to the Site Authority. Blank forms will be provided to the Contractor's Diesel Mechanic resource by the EC Site Authority.
 - e) The Contractor's Diesel Mechanic resource must perform operator training, pre-trip inspections, and preventive maintenance and repairs on all mobile equipment as per manufacturers recommendations. Annual inspections on equipment must be performed but may be supplemented from time-to-time by an inspection from an authority that specializes in maintenance of heavy equipment. This company will be able to provide guidance to the Contractor's Diesel Mechanic resource for addressing maintenance routines.
 - f) Major overhauls of equipment components (engines, transfer cases, etc) will normally be completed by a specialized maintenance firm who is under separate contract to Environment Canada. The Contractor's Diesel Mechanic resource must provide onsite assistance when this work is completed. However, where this work can be completed on station using onsite tools and equipment, the Contractor's Diesel Mechanic resource will be expected to perform this task.
3. The Contractor's Diesel Mechanic resource must maintain the station bulk fuel storage facility, pipe lines and associated transfer pumps and tanks by:
- a) Monitoring fuel levels and reporting any discrepancies.
 - b) Transferring fuel from tanks to station buildings and vehicles and continuously monitoring the fuel transfer process to ensure minimal loss of product or environmental damage.
 - c) Inspecting lines or valves for leakage and replacing faulty components.
 - d) Inspecting visually storage tanks for leaks.
 - e) Inspecting berms for damage and taking remedial action when necessary.
 - f) Reporting, on supplied checklists - weekly, monthly and annual inspections of all oil storage tanks and associated piping and systems.
 - g) Maintaining, organize and properly store drummed POL products in the station cache.
 - h) Sorting and properly recover and store used/waste POL and glycol products to facilitate eventual shipment out for disposal.

2.2 Heavy Equipment Operator:

The requirement is for a certified Heavy Equipment Operator (HEO) who must be responsible for the operation and maintenance of all identified pieces of Heavy Equipment. (See Appendix 2)

The certified Heavy Equipment Operator must be willing and able to upgrade skills or take necessary training to operate any of the heavy equipment listed in Annex B. Training on any newly acquired heavy equipment may be provided as required. If onsite training is not available, Environment Canada must cover all relevant costs, as per Treasury Board Travel Regulations, for this training, of up to two (2)

persons, within twelve (12) months of the acquisition of the new equipment. Subsequent training must be at the Contractors expense.

The following is a list of tasks the Contractor's Heavy Equipment Operator resource is normally expected to perform on a routine basis. It should not be construed as being a conclusive list. As listed some of the tasks are daily, weekly, or monthly.

1. The Contractor's Heavy Equipment Operator resource must maintain station roadways, the camp area and the aerodrome by clearing snow or adding fill, smoothing and other general resurfacing projects.
 - a) The Contractor's Heavy Equipment Operator resource must carry out snow and ice clearing in a manner and with equipment which must maintain safe, unobstructed use of runway surfaces, roadways and camp grounds.
 - b) The Contractor's Heavy Equipment Operator resource must clear snow from around runway lights, flags or markers in such a manner as to prevent damage to these devices.
 - c) The Contractor's Heavy Equipment Operator resource must open, close or otherwise maintain culverts or drainage ditches to manage for the flow of water.
 - d) The Contractor's Heavy Equipment Operator resource must maintain station runway lighting systems by replacing bulbs, fixtures, lenses, transformers and troubleshoot and repair broken circuits as required. Backup kerosene flare pots are available and must be checked periodically to ensure they are fueled and serviceable. .

2.3 Diesel Mechanic and Heavy Equipment Operator:

The following is a list of other tasks that both the Contractor's Diesel Mechanic resource and the Contractors Heavy Equipment Operator resource are expected to perform on a regular basis. It should not be construed as being a conclusive list. Tasks may be daily, weekly, monthly and on an as needed basis, and contribute to the overall operation and maintenance of the Eureka weather station facility.

1. Operate and maintain all life support systems related to heating, supply of potable water, sewage disposal, electrical distribution, etc:
 - a) Maintain adequate water levels within the heat recovery system and replace any pumps or fittings that become unserviceable. Must also adjust valves or other controls to facilitate efficient transfer of heat to building interiors.
 - b) Pump water from the station creek when the creek is running clear of suspended silt to insure the lagoon is full prior to the station creek running dry.
 - c) Inspect berms & dikes surrounding the water & sewage lagoon and the channel north of the water lagoon for damage and take remedial action when necessary
 - d) Ensure that the water draw hole in the fresh water lagoon is kept heated to prevent the hole from freezing throughout the winter (this includes 2-3 side chambers from the draw hole that need to be kept heated throughout the winter months).
 - e) Pump water from the lagoon to the powerhouse holding tanks and replace any pumps or lines that may become unserviceable. During this process the Contractor must ensure the automatic water chlorinator is functioning properly, ensuring the correct amount of bleach is being injected into the water supply.

- f) Pump water from the holding tanks to the main complex's holding tanks ensuring there is an adequate supply for fire suppression as well as day to day use. Contractor's resources must record the amounts of water pumped and provide the records to the Site Authority every month.
 - g) Monitor the water softener salt level on a daily basis, add salt as required, and replace all water filters as required.
 - h) Pump out sewage holding tanks and lagoons as well as perform maintenance or replace any pumps or lines that become unserviceable.
 - i) Perform repairs to the power distribution system and electrical grid on the station. Such repairs may involve working with high voltages and working from an elevated work platform while replacing fuses or repairing connections. Contractors are responsible for ensuring all necessary Personal Protective Equipment (PPE) and safety equipment is used and that the work is performed in a safe manner. The Contractor will provide adequate PPE such as gloves, coveralls, boots, parkas, etc. for its personnel. Environment Canada will provide the (PPE) hardware such as welding shields and hard hats.
 - j) Perform maintenance of fuel transfer systems and furnaces
2. Perform general building maintenance and repairs or general camp support as required specific maintenance activities. This may include preparation of a list of equipment or supplies to complete the recommended work. Some examples are:
- a) Replacing or repairing hot water tanks and other plumbing components.
 - b) Replacing or repairing doors or windows.
 - c) Emptying garbage and disposal using station incinerator, recording amounts of garbage.
 - d) Maintain, repair and operate the station incinerator and maintain an incinerator burn log.
 - e) Hauling debris or garbage to station landfill areas. Constructing crates for shipment of materials.
 - f) Shoveling snow from doorways.
 - g) Replacing burnt out light bulbs.
 - h) Resetting circuit breakers, replacing fuses or other minor electrical repairs.
 - i) Maintain landfill sites.
 - j) Repairing three air handling units as required
 - k) Replacing air filters in air handling units on a monthly basis
 - l) Repairing and refurbishing three humidifiers every second month
 - m) Cleaning condenser coils in all refrigeration units twice a year
 - n) Replacing refrigerator units when required as required
 - o) Repairing kitchen equipment as required
 - p) Turning on or off exterior lighting when necessary
 - q) Maintaining, cleaning and organizing the garage (includes washroom), powerhouse (includes mezzanine & parts room) and both offices (in garage & powerhouse)
 - r) Clean the Contractor designated bedrooms in accordance with the locally developed checklist that the SPM/Site Authority inspects with the departing staff member at time of checkout.
3. Participate in a drum disposal program and must operate and maintain the station drum crushing equipment used to assist in disposal of empty fuel drums.
4. Participate in station aerodrome functions by:
- a) loading and off-loading vehicles and aircraft both manually and with heavy equipment
 - b) delivering drummed fuel to aircraft for loading by aircrew.
 - c) operating mobile radios.

- d) Performing work in accordance with manuals or directives regarding safe operation in vicinity of aircraft.
5. Aid in the movement and storage of the annual air/sea lift operation as well as handle the off-loading of bulk diesel from tanker ship or aircraft. This must include the preparation of the interim storage and off-loading areas. It must also include adding an additive to the bulk diesel fuel storage tanks just prior to the annual sealift resupply of bulk diesel, if required.
6. Maintain an inventory of expendable materials and non-expendable parts and tools and must advise the Site Authority of deficiencies in supplies well in advance of running out. Annually, as identified by the Site Authority, the Contractor must prepare an order for the resupply of expendable supplies required to maintain vehicles and equipment on the station.
7. Ensure all hand and power tools/equipment is properly maintained and functioning in a safe and effective manner. The Contractor must ensure the security of all tools and maintain a "loan book" to identify tools borrowed and returned.

2.4 Health and Safety

1. There is an advanced First Aid room, limited drugs and oxygen onsite. The Station Program Manager has advanced First Aid training, and under advisement from the Resolute Bay Nurse can administer limited types of drugs.
2. In case of emergencies, EC would make a call for the Medevac. Cost for the Medevac for a Contractor is not the responsibility of EC.
3. When required, Contractor's resources must travel with site resources as the 'safety person' for trips outside the main camp area.
4. When off the main complex site and in the harsh arctic climate, individuals are required to travel in pairs to address issues such as vehicle difficulty, going off the road, dark season, getting stuck, assisting with task, reporting in by radio and the length of time it can take to get any assistance due to weather and road conditions in the areas where the Contractor's resources are traveling.
5. The health and safety of all visitors and personnel at the station should be a priority of the Contractor's resources who must contribute to this goal in the following manner:
- a) Environment Canada has developed a site safety plan - Eureka Safety and Emergency Plan. All visitors to, and workers on, the station are required to abide by the conditions in this document. Within 24 hours of contract initiation the Contractor must conduct a safety inspection of the workplace in conjunction with the Site Authority. All hazards must be identified and remediation methods outlined. Within 7 (seven) days the Contractor must prepare a site safety plan outlining Contractor responsibilities which must become an appendix to the Eureka Safety and Emergency Plan. The Contractor's safety plan must include, as a minimum, the following functions:
- Working in vicinity of aircraft
 - Work performed in the garage
 - Work performed in the powerhouse
 - Operation of heavy equipment
 - Working with high voltage
 - Working from elevated surfaces
 - Working in confined spaces

- b) All onsite Contractors must review the Eureka Safety and Emergency Plan within seventy-two (72) hours of arrival. The review must be documented to the satisfaction of the Site Authority. Amendments to the plan must be documented and reviewed with the Site Authority.
- c) Contractor's resources must comply with all federal and territorial safety legislation applicable to the Work requirements or the Worker's Compensation Board (WCB), Canada Labour Code and the Occupational Health & Safety Act of Nunavut and must pay all assessments by the WCB.
- d) The Contractor will designate a Site Supervisor who must take an active role in the station Occupational Safety and Health (OSH) Committee which will be chaired by the Site Authority. The Contractor's Site Supervisor must attend and perform building safety inspections and OHS meetings once a month, if not more frequently and participate in accident investigations as required.
- e) Contract resources must hold maintain valid certifications in the following areas:
 - Basic First Aid and CPR
 - Confined Space Training
 - Workplace Hazardous Materials Information System (WHMIS)
 - Transportation of Dangerous Goods (TDG)
 - Restricted Radio License
 - Fire extinguisher use and maintenance
 - The use and selection of fall arrest systems
- f) The Contractor's Site Supervisor must give any new Contractor resources (or someone who has been away for over one year) a site orientation to familiarize the new employee of the location of all buildings, firefighting equipment, hazards etc. A site orientation checklist will be provided and must be completed within one week after a new Contractor arrives to Eureka. The completed checklist must be turned into the Site Authority.
- g) The Contractor, based upon a review of hazards in the workplace, must identify and provide to their personnel all necessary personal protective equipment (PPE). PPE must be reviewed regularly to ensure it is in good condition and meeting the purpose for which it was intended.
- h) Environment Canada, either alone or with other officials, will conduct regular audits of the Contractor's site safety procedures and resources certifications. Contractor's resources must have the required certifications and perform in accordance with procedures. Deficiencies must be resolved immediately to the satisfaction of the Site Authority.
- i) Contractor's resources must abide by Appendix 4 - Eureka Code of Conduct
- j) No smoking in Staff room or Garage.

2.5 Other Tasks

1. Contractor's resources may be required to perform other related work, as required, which is critical to the ongoing operation of station programs. This may include facilities related work within the scope of the contractor's capabilities.
2. Contractor's resources must assist with construction projects by operation of heavy equipment needed to move, fill or other construction materials.
3. Contractor's resources must ensure the Site Authority is fully briefed as and when warranted on any malfunctioning equipment or systems. A written or oral summary must be presented to the Site

Authority at least weekly at a time and format as determined by Site Authority. In addition, there is an annual inspection of all motorized equipment onsite.

4. Environment Canada has developed an Oil Pollution Emergency Plan which covers the response of station personnel in the event of a land based – Petroleum Oil Lubricants (POL), oil, gas and grease, any petrol based liquid, spill. Under the direction of the Site Authority, Contractor's resources must be responsible for implementing the emergency plan to recover lost product and/or minimize environmental damage.
5. In conjunction with Canadian Coast Guard Service (CCGS), Environment Canada has developed an Oil Handling Emergency Plan for spills which might occur during the off-loading of product from ship to shore during the annual resupply. Contractor's resources must provide assistance to the Site Authority to recover lost product and/or minimize environmental damage. Necessary PPE and emergency equipment will be provided by Environment Canada or CCGS.

3. AS AND WHEN REQUIRED WORK

Through the issuance of a Task Authorization Form, the Contractor may be required to perform additional unscheduled work. The Contractor will be paid for the following work, if required, in accordance with ANNEX B – Basis of Payment – Schedule 2

1. Contractor's resources may be required to work additional hours, outside the regular station hours, in accordance with the Statement of Work. There are no guarantee minimum or maximum hours for this Work.
2. Additional Contractor's resources may be required to meet an increased task requirement (for example, two (2) Heavy Equipment Operators may be needed for runway reconstruction).

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Appendix 1

List of Gensets as of March 1st, 2014

	Type and Model	Number of Units
	Cummins QSX15 410 kW	3
(Standby Unit)	Deutz 7.5kW	1
(Standby Unit)	Kohler 20ROZJ	1

Environment Canada reserves the right to add or delete equipment as required.

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Appendix 2

As of March 3rd, 2014

- SMI Snow blower 5250/1976
- Champion Grader 720 Series 3/1990
- ASV Track Truck/1991
- International S-2600 Dump Truck 1986
- Link Belt RTC-8030 30T Crane 2012
- Karcher Pressure Washer
- Aerotech Herman Nelson (2 units)
- Drum Crusher (motor & crushing unit)
- CAT Powerlift electric lifter
- Honda Fourtrax ATV/2003
- MS Sprayer Pressure Washer
- Chevy. Express 2500 Cargo Van 2007
- Ford Crewcab F350 XL 2007 & 2010
- Ford Econoline E-350 Van 2009 & 2010
- Ford 655C Backhoe 1991
- Polaris 340 Edge Snowmobile 2005
- Manitou MRT1850 Telehandler 2012
- Ford Crew Cab F250 expected NORS2014
- Frost Fighter Diesel Heaters
- CAT Loader IT 28B/1987
- White Dump Autocar/1975
- CAT Bulldozer D7F/1973
- Ford Crewcab Turbo Diesel F350/1999
- Ford Crewcab Turbo Diesel F350/2000
- John Deere 762C Scraper/ 1974
- Hotsy Pressure Washer
- Honda Generators - 2 units
- Big Red 300 Diesel Arc Welder
- CASE Loader 721D/2003
- TENCO Snowblower/2003
- Chevy Silverado LS 2500HD 2007
- Ford Crewcab F350 XL 2006
- Ford Crewcab F250 XL 2011
- Ford F-350 Flatdeck 2009
- Can-Am 400 Outlander XT ATV 2008
- Arctic Cat Prowler XTX 700 ATV 2008
- Link Belt RTC8030 II 30 Ton Crane

Environment Canada reserves the right to add or delete equipment as required.

Appendix 3

Environment Canada furnished equipment or support:

1. Real property, motor vehicles, mobile equipment, POL products and tools necessary to meet the conditions of this contract.
2. The Site Authority must provide maintenance and repair manuals, PM check sheets, Departmental forms and check lists.
3. Environment Canada must, either alone or with other officials, conduct audits of the Contractor's site safety procedures and Contractor's resources certifications as required.
4. Supply all tools, equipment, consumable parts, and cleaning supplies. All parts and tools will be provided for repair.
5. Room and board – food and accommodations for each of the contractors, 2 "staff" rooms in the station staff section of the accommodations portion (with private bathrooms) are provided. One additional "3rd" room (without washroom) for a second HEO/MDG will be provided if required.
6. Flight transportation – Supply seats on the Environment Canada charter originating from Yellowknife NWT to Eureka, NU, with stops in Resolute Bay NU. The charter flight is scheduled for the first Wednesday of each month (weather dependant) for the initial and for the regular rotation of the Contractor's resources. The Contractor is responsible to get their personnel to/from originating destination to Yellowknife, NWT or Resolute Bay, NU. EC will not be responsible for Contractor's resources accommodations prior to charter flight.

Appendix 4

HAWS (HIGH ARCTIC WEATHER STATION)

CODE OF CONDUCT

Employees of the Department of Environment and other residents of this station are assured of:

- A safe and healthy workplace and living conditions.
- An atmosphere free of harassment and one in which they are guaranteed personal dignity.
- The right of personal choice provided that it does not compromise the above.

In order to promote these principles, all residents and guests are expected to abide by the following guidelines:

- a) **Personal Health:** Wherever possible remain healthy (proper rest, diet, exercise, hygiene, annual checkups, etc.). If a concern arises, share this in confidence with the Site Authority in order that he/she can assist you should it become necessary.
- b) **Promote Safety:** "Safety First" should be an underlying principle for all activities, whether at work or play. Be particularly alert when working alone, when exposed to the elements or when working with flammable substances. Medical attention is at least three hours away and you can die from a minor injury.
- c) **Drugs and Alcohol:** Illegal drugs or substances are prohibited at this station. While the consumption of alcoholic beverages outside of the workplace and during non-working hours is permitted, moderation encouraged expected. A person who is intoxicated must be of little help during an emergency when all hands are required.
- d) **Environment:** All residents are expected to conduct their activities in a fashion which must result in minimal damage to the natural environment or aggravation to wildlife.
- e) **House Rules:** The staff at this station has promulgated a number of "House Rule" for the benefit of all residents. Some of the items covered include: recreational equipment, quiet hours or areas, **non-smoking areas**, house-keeping chores, etc. All staff and visitors to the station are expected to become familiar these practices and to abide by them.

ANNEX B

BASIS OF PAYMENT

1. INSTRUCTIONS

- 1.1. It is **MANDATORY** that bidders submit prices/rates for the period of the proposed contract in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Proposal.
- 1.2. 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 bidders' proposal shall be changed to reflect the quantities stated in the RFP.
- 1.3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.
- 1.4. The quantities and estimates specified below are provided for evaluation purposes only.
- 1.5. Bidder(s) shall provide bid(s) as per the unit of issue requested. It is the responsibility of the bidder(s) to provide conversion to the unit of issue requested. Failure to do so will render the bid(s) non-responsive without further consideration.
- 1.6. For the Environment Canada charter originating from Yellowknife NWT to Eureka, NU, with stops in Resolute Bay NU: Due to weather delays, mechanical failure or EC delays, where applicable (refer to Appendix 3), rates for hotel accommodations and/or expenses for the Contractor's Diesel Mechanic and/or Heavy Equipment Operator resources will be in accordance with the Treasury Board Travel Directive Policy. Reference Appendix C – Allowances – Module 1 (<http://www.njc-cnm.gc.ca/directive/index.php?lang=eng&svid=98-13>).
- 1.7. Regular Eureka Station hours are 08:00 and 17:00 hours, Monday to Saturday. The Overtime rate will be paid for the two hours required of the mechanic on Sundays for power plant/life support checks and other work as approved in the TA approval form.
- 1.8. In the event of the contractor is required to remove personnel from the station due to a decreased work requirement, the contractor will be paid for the time spent on site.

For example: If the Heavy Equipment Operator is paid a monthly rate of \$600.00 and removal is requested for July 13 (with 2 months notice) the monthly rate will be divided by the number of days in the partial month worked (i.e. July - 31 days) x 12 (number of days worked in month). The contractor will be paid $600 / 31 = 19.35 \times 12 = \232.20 .

2. FINANCIAL EVALUATION

If the Mandatory Criteria are met and a Point Rated Criteria pass mark of 60% is achieved, the financial evaluation will be calculated as follows:

1. For each line item the unit price will be multiplied by the estimated quantity = extended price.
2. The extended price for each line item will be added = subtotal.
3. The three subtotals for each table will be added together to give the total evaluated price.
(Contract Year 1 + Contract Year 2 + 1st Option Year Pricing = TOTAL EVALUATED PRICE.)

Your price proposal must be submitted in accordance with the Basis of Payment. Evaluation will be based on all items listed in the Basis of Payment on an aggregate basis.

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CONTRACT PERIOD #1:

Pricing Schedule 1 – Firm All Inclusive Prices: The Contractor will be paid the following firm all-inclusive monthly rates, and firm Hourly Overtime rates for work performed in accordance with the Statement of Work at Annex A.

WORK PERFORMED DURING REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price
1.	Diesel Mechanic (DM)	12	MTH	\$
2.	Heavy Equipment Operator (HEO)	12	MTH	\$
3.	Program Management Fee: Detail all estimated costs such as: Program Manager, labour rates, travel expenses, administrative expenses, overhead, etc. <i>Reference SACC Manual: 1031-2 Contract Cost Principles (2012-07-06)</i>	12	MTH	\$

WORK PERFORMED OUTSIDE REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

1.	Diesel Mechanic (DM) – Overtime	104	HR	\$
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Pricing Schedule 2 – Additional “As and When Requested” work: The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.

WORK PERFORMED DURING REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price
1.	Heavy Equipment Operator (HEO) – Additional resources – Regular Hours	100	HR	\$

WORK PERFORMED OUTSIDE REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

1.	Diesel Mechanic (DM) – Overtime	300	HR	\$
2.	Heavy Equipment Operator (HEO) - Overtime	420	HR	\$

OPTION PERIOD #1:

Pricing Schedule 1 – Firm All Inclusive Prices: The Contractor will be paid the following firm all-inclusive monthly rates, and firm Hourly Overtime rates for work performed in accordance with the Statement of Work at Annex A.

WORK PERFORMED DURING REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price
1.	Diesel Mechanic (DM)	12	MTH	\$
2.	Heavy Equipment Operator (HEO)	12	MTH	\$
3.	Program Management Fee: Detail all estimated costs such as: Program Manager, labour rates, travel expenses, administrative expenses, overhead, etc. <i>Reference SACC Manual: 1031-2 Contract Cost Principles (2012-07-06)</i>	12	MTH	\$

WORK PERFORMED OUTSIDE REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

1.	Diesel Mechanic (DM) – Overtime	104	HR	\$
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Pricing Schedule 2 – Additional “As and When Requested” work: The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.

WORK PERFORMED DURING REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price
1.	Heavy Equipment Operator (HEO) – Additional resources – Regular Hours	100	HR	\$

WORK PERFORMED OUTSIDE REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

1.	Diesel Mechanic (DM) – Overtime	300	HR	\$
2.	Heavy Equipment Operator (HEO) - Overtime	420	HR	\$

OPTION PERIOD #2:

Pricing Schedule 1 – Firm All Inclusive Prices: The Contractor will be paid the following firm all-inclusive monthly rates, and firm Hourly Overtime rates for work performed in accordance with the Statement of Work at Annex A.

WORK PERFORMED DURING REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price
1.	Diesel Mechanic (DM)	12	MTH	\$
2.	Heavy Equipment Operator (HEO)	12	MTH	\$
3.	Program Management Fee: Detail all estimated costs such as: Program Manager, labour rates, travel expenses, administrative expenses, overhead, etc. <i>Reference SACC Manual: 1031-2 Contract Cost Principles (2012-07-06)</i>	12	MTH	\$

WORK PERFORMED OUTSIDE REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

1.	Diesel Mechanic (DM) – Overtime	104	HR	\$
----	---------------------------------	-----	----	----

Pricing Schedule 2 – Additional “As and When Requested” work: The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.

WORK PERFORMED DURING REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price
1.	Heavy Equipment Operator (HEO) – Additional resources – Regular Hours	100	HR	\$

WORK PERFORMED OUTSIDE REGULAR EUREKA STATION HOURS – as defined in Annex B – Section 1.7.

1.	Diesel Mechanic (DM) – Overtime	300	HR	\$
2.	Heavy Equipment Operator (HEO) - Overtime	420	HR	\$

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

See attached.

**ANNEX D to PART 5 - BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX E

Evaluation Procedures

1. MANDATORY REQUIREMENTS

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein.

Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Bidder's should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

ITEM	MANDATORY CRITERIA	MET	NOT MET
M1	ABILITY TO PERFORM THE WORK		
M1.1	Bidder's Services The Bidder must confirm it can meet the requirements of this Contract and perform the work as detailed in Annex A - Statement of Work		
M1.2	Bidder's Experience The Bidders must include the names, addresses, related work history and a signed Agreement to Work for the Bidder, from all potential personnel who are proposed to work in this program.		
M1.3	Workers' Compensation Submission of proof of Workers' Compensation coverage (Employing Contractor), a copy of your last assessment or a letter from Workers' Compensation Board is acceptable or Personal Liability Insurance if Workers' Compensation is not applicable.		
M2	CERTIFICATIONS The Bidder must confirm the following certification requirements for each individual proposed to perform the work. Proof of certification must be provided upon request of the Contracting Authority.		
M2.1	Basic First Aid and CPR		
M2.2	Confined Space Training		
M2.3	Workplace Hazardous Materials Information System (WHMIS)		
M2.4	Transportation of Dangerous Goods (TDG)		
M2.5	Restricted Radio License		
M2.6	Fire extinguisher use and maintenance		
M2.7	The use and selection of fall arrest systems		
M2.8	Firearms Acquisition Certification		
M2.9	Driver's License - every driver of a government vehicle must possess a valid up-to-date and appropriate class of drivers license		

ITEM	MANDATORY CRITERIA	MET	NOT MET
	to operate the type of vehicle they have been assigned. A driver will be required to show proof of license.		
M2.10	Trade Certificates (Heavy Equipment Operator, Heavy Duty Equipment Mechanic)		
M3	KEY PERSONNEL		
M3.1	Attach resumes of your key personnel who will be assigned to this project, emphasizing their relevant experience and identify the project manager who will be responsible for overall control.		

2. POINT RATED CRITERIA

- 2.1 Bids meeting all mandatory criteria will be evaluated on the following point rated evaluation criteria.
- 2.2 Bidders must obtain a minimum score of 60% of the maximum possible points in each of "BUDGET" and OPERATIONAL PLAN" and to be considered compliant. Proposals which fail to attain at least 60% in each of these categories will be considered technically non-responsive and no further evaluation will be conducted.
- 2.3 In addition, Bidder's must obtain the required minimum of 60% overall for the technical evaluation criteria which are subject to point rating. The maximum score for the Point Rated Criteria is 195 points. Bidders are advised to address each area in sufficient depth to show clearly how effectively the work could be done. Bidders must clearly demonstrate in their bid how they meet the following Point-Rated Criteria:
- 2.4 Technical proposals will be evaluated in accordance with the point rated criteria listed below. It is suggested that the proposal address these point rated criteria in sufficient depth to allow for a complete and accurate assessment.
- 2.5 Partial points will be awarded for each criterion based on the comparison against an absolute scale rating of 0 to 10 (or multiples of 0 to 10). 10 points will be awarded for a rating of "excellent" and "0" points will be awarded for "non responsive".

NON RESPONSIVE	INADEQUATE	POOR	WEAK	JUST ACCEPTABLE	ACCEPTABLE	GOOD	VERY GOOD	EXCELLENT
0 point Did not submit information which could be evaluated	1 point Absolutely inadequate Weaknesses can't be corrected Proponent lacks qualification and experience Team proposed is not likely able to meet requirements Sample projects not related to this projects needs Extremely poor, insufficient to meet performance requirements	2-3 points Slightly or substantially below the desirable minimum Generally doubtful that weaknesses can be corrected Proponent generally lacks qualifications and experience Team is weak – either missing components or overall experience is weak Sample projects not related to this projects needs Little capability to meet performance requirements	4 points Just fails to meet the desirable minimum Weaknesses can be corrected Proponent just below minimum qualifications and experience Team not quite capable of fulfilling requirements as presented Sample projects only marginally related to this projects needs Just below acceptable capability	5 points Just meets the desirable minimum Weaknesses can easily be corrected Proponent has minimum qualifications and experience Team capable of just fulfilling requirements Sample projects somewhat related to this projects needs Minimum acceptable capability, should meet minimum performance	6-7 points Meets the desirable minimum No significant weaknesses Proponent is qualified and experienced Team covers all components and will likely meet requirements Sample projects generally related to this projects needs Average capability should be adequate for effective results	8 points Slightly exceeds the desirable minimum No significant weaknesses Proponent is well qualified and experienced Team covers all components and more than likely will meet requirements Sample projects are related to this projects needs Above average capability	9 points More than satisfies desirable minimum No apparent weaknesses Proponent is highly qualified and experienced Strong team – some members have previously worked together Sample projects directly related to this projects needs Superior capability, should ensure effective results	10 points Exceptionally strong proposal No apparent weaknesses Proponent is exceptionally qualified and experienced Exceptional team – has worked well together before on comparable work Sample projects directly related to this projects needs Exceptional capability, should ensure extremely effective results

ITEM	DESCRIPTION	MAXIMUM POINTS AVAILABLE	PAGE #	SCORE
R1	BUDGET	40 Points available for this section. <i>Minimum Score Points Required: 24</i>		
R1.1	Realistic and detailed cost analysis showing all factors considered in the preparation of a budget, including employee benefits, payment schedule, financial strength of company.	40		
R2	OPERATIONAL PLAN	65 Points available for this section. <i>Minimum Score Points Required: 39</i>		
R2.1	Number of staff and qualifications: <ul style="list-style-type: none"> Key personnel - Include names of key personnel proposed. For each individual, detail the education, expertise and related experience, including in the High Arctic. Number of assigned personnel Backup personnel - numbers and qualifications. Details of experience and overall performance in related Work. Canada reserves the right to verify information. 	40		
R2.2	Proposed work schedule (including staff holiday coverage plan, progress review meetings.)	15		
R2.3	Unscheduled absence coverage plan.	10		
R3	COMPANY INFORMATION AND EXPERIENCE	60 Points available for this section.		
R3.1	Management structure & project administration as it relates to this requirement.	15		
R3.2	Firm's experience - proven experience with similar projects (including High Arctic) completed in the past, such as number of projects, year of completion, client, period of duration, dollar value, number of personnel involved or person days expended.	45		
R4	STAFF ISSUES	30 Points available for this section.		
R4.1	Monitoring staff performance and/or nonperformance.	10		
R4.2	Ongoing training of employees	10		
R4.3	Mobilization Plan - indicate how you will meet restrictive transportation timing from Yellowknife or Resolute Bay for the Heavy Equipment Operator and the Diesel Mechanic in the 1st Wednesday of each month.	10		
TOTAL POINTS		195		

ANNEX F

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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

Solicitation No. - N° de l'invitation
K4E21-140020/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
wpg005

Client Ref. No. - N° de réf. du client
K4E21-140020

File No. - N° du dossier
WPG-4-37035

CCC No./N° CCC - FMS No./N° VME

ANNEX G

Task Authorization Approval Form					
Task Authorization Order No.:			Date:		
Services For:			Supplier Information:		
Contact Information					
Contracting Authority:			Contractor:		
Telephone:			Telephone:		
Project Authority:					
Telephone:					
Contract No.:			Delivery Date:	FOB:	
Terms: Please refer to the Contract for complete Terms and Conditions.					
1.0 Description of Tasks to be Performed:					
2.0 Period of Services:					
Start Date:			End Date:		
3.0 Location:					
4.0 Costs:					
Item No.	Category of Personnel / Item Description	Unit of Issue	No. of Days / Quantity	Per Diem Rate / Unit Price	Extended Price
				Subtotal	
				GST/HST	
				TOTAL	
5.0 Authorities:					
<p>Authorization: This form must contain the signature of both the Contractor and the appropriate Project Authority in order for this Task Authorization to be valid. The services detailed under this Task Authorization must be identified on the supporting Contract. Services are not to be provided prior to the completion and signature of this form. Contact the Contracting Officer for more information.</p>					
Supplier: _____ <div style="text-align: right; margin-right: 100px;">Signature</div>			_____ <div style="text-align: right;">Date</div>		
Project Authority: <input type="checkbox"/> I approve this Task Authorization. <input type="checkbox"/> I do not approve this Task Authorization for the following reasons: _____ _____					
<i>Pursuant to subsection 32(1) of the Financial Administration Act, funds are available.</i>					
_____ <div style="text-align: right;">Signature</div>			_____ <div style="text-align: right;">Date</div>		



Government of Canada

Gouvernement du Canada

RECEIVED

MAY 13 2014

Contract Number / Numéro du contrat

K4E21-14-0020

Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Environment Canada 2. Branch or Directorate / Direction générale ou Direction MSC

3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail Provision of one diesel mechanic and one heavyequipment operator on a continual basis for the maintenance of the Eureka Weather Station facility in Eureka, NU

5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? [X] No [] Yes

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? [X] No [] Yes

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? [X] No [] Yes

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. [] No [X] Yes

6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? [X] No [] Yes

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada [] NATO / OTAN [] Foreign / Étranger []

7. b) Release restrictions / Restrictions relatives à la diffusion. No release restrictions / Aucune restriction relative à la diffusion. Restricted to: / Limité à: Specify country(ies) / Préciser le(s) pays:

Table with 3 columns and 10 rows showing security classification levels: PROTECTED A, PROTECTED B, PROTECTED C, CONFIDENTIAL, SECRET, TOP SECRET, and their NATO and COSMIC equivalents.



Contract Number / Numéro du contrat K4E21-14-0020
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET--SIGINT
TRÈS SECRET--SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Contract Number / Numéro du contrat K4E21-14-0020
Security Classification / Classification de sécurité UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO					COMSEC				
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Informations / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).