

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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 CAPMON Station Operator	
Solicitation No. - N° de l'invitation KM060-131351/A	Date 2014-11-19
Client Reference No. - N° de référence du client KM060-131351	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-009-6702	
File No. - N° de dossier TOR-4-37091 (009)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-05	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Boulet, Kieta	Buyer Id - Id de l'acheteur tor009
Telephone No. - N° de téléphone (905) 615-2078 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 4905 Dufferin Street Downsview Ontario M3H5T4 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
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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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TOR-4-37091

Buyer ID - Id de l'acheteur

tor009

CCC No./N° CCC - FMS No/ N° VME

SEE ATTACHED

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - 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 requirements as indicated in Part 6 - 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 [Industrial Security Program \(ISP\)](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.

1.2 Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

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2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.5 Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. 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

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Item No.	Criteria	Page in the proposal where information can be found
M1.	The Bidder must propose a minimum of 2 resources and up to a maximum of 4 resources. The Bidder must propose 1 Primary Resource and a minimum of 1 Back-up Resource (up to a maximum of 3 back up resources). The Bidder must list the names of all proposed resources (individuals).	
M2.	The Bidder must provide a copy of the Primary Resource's valid G class Ontario (or provincial equivalent) driver's license with the proposal.	
M3.	<p>The Bidder and all proposed resources must be fluent (oral and written) in English. In order to demonstrate compliance with this mandatory criterion, the Bidder must complete, sign and submit the following certification with the proposal.</p> <p style="text-align: center;">LANGUAGE CERTIFICATION</p> <p>The Bidder certifies that all of the resources proposed are fluent in English, both written and oral.</p> <p>Name of bidder: _____</p> <p>Signature of bidder: _____</p> <p>Solicitation Number: _____</p> <p>Date Signed: _____</p>	

<p>M4.</p>	<p>The Bidder must provide service between 0700 and 0900 Local Standard Time (LST), 365 days per year (366 days in a Leap Year). In order to demonstrate compliance with this mandatory criterion, the Bidder must complete, sign and submit the following certification with the proposal.</p> <p style="text-align: center;">SERVICE CERTIFICATION</p> <p>The Bidder certifies that service will be provided between 0700 and 0900 Local Standard Time (LST), 365 days per year (366 days in a Leap Year).</p> <p>Name of bidder: _____</p> <p>Signature of bidder: _____</p> <p>Solicitation Number: _____</p> <p>Date Signed: _____</p>	
<p>M5.</p>	<p>All resources proposed must have access to transportation to and from all work sites listed in Annex A. In order to demonstrate compliance with this mandatory criterion, the Bidder must complete, sign and submit the following certification with the proposal.</p> <p style="text-align: center;">TRANSPORTATION CERTIFICATION</p> <p>The Bidder certifies that all of the resources proposed have access to transportation to and from all work sites.</p> <p>Name of bidder: _____</p> <p>Signature of bidder: _____</p> <p>Solicitation Number: _____</p> <p>Date Signed: _____</p>	

M6.	<p>The Bidder must ensure the issue of working alone at an isolated location is addressed. In order to demonstrate compliance with this mandatory criterion, the Bidder must complete, sign and submit the following certification with the proposal.</p> <p style="text-align: center;">WORKING ALONE CERTIFICATION</p> <p>The Bidder certifies that the issue of working alone at an isolated location will be addressed by ensuring that a buddy type system is in place such that someone is responsible for ensuring that the Resource (Primary and Backup) has safely returned from the sampling site each day.</p> <p>Name of bidder: _____</p> <p>Signature of bidder: _____</p> <p>Solicitation Number: _____</p> <p>Date Signed: _____</p>	
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4.1.2 Financial Evaluation

4.1.2.1 **Mandatory financial Criteria** – Pricing must be submitted in Canadian currency in Annex B, Basis of Payment.

4.1.2.2 Evaluated Price will be the firm daily rate in Annex B, Basis of Payment

4.1.2.3 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, delivery charges. Canadian customs duties and excise taxes included.

4.1.2.4 The price used in the evaluation will be the daily rate for year 1 + daily rate for year 2 + daily rate for year 3.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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.

5.1 Certifications 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.

5.1.1 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.

5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.esdc.gc.ca/eng/employment_social_development_canada_esdc_labour) 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](http://www.esdc.gc.ca/eng/employment_social_development_canada_esdc_labour)" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by ISP) apply 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).

6.2 Statement of Work

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

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive. (To be filled in at contract award)

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6.4.2 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 before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kieta Boulet
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Ontario Region
33 City Centre Drive, Suite 480
Mississauga, Ontario L5B 2N5

Telephone: 905-615-2078
Facsimile: 905-615-2060
E-mail address: kieta.boulet@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. 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.

6.7.3 Monthly Payment

SACC *Manual* clause H1008C (2008-05-12) Monthly Payment

6.8 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.

6.9 Certifications

6.9.1 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-09-25) Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements
- (g) the Contractor's bid dated _____ .

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6.12 Insurance - Specific Requirements

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

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

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

6.13 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

ANNEX A

STATEMENT OF WORK

1. Title

Canadian Air and Precipitation Monitoring Program (CAPMoN)

2. Objective

Environment Canada (EC) requires a Contractor for daily technical support (7 days per week, 52 weeks per year) at the CAPMoN Egbert atmospheric monitoring site (44° 13' 57" N, 79° 46' 53" W). This monitoring site is located at the Centre for Atmospheric Research Experiments and consists of two separate areas approximately 1 km apart. One location is dedicated to precipitation sampling and the other to atmospheric gases and particle measurements.

3. Background

Environment Canada operates an environmental monitoring station near Egbert, Ontario. The site is approximately 12 KM northeast of the town of Alliston, and 20KM southwest of Barrie, Ontario. It is a research and monitoring station which forms part of Environment Canada's national network of CAPMoN stations. The primary focus of this monitoring station is the daily collection of precipitation and air samples. Environmental data is collected from both automatic and manual samplers. The Contractor must attend to the station to retrieve air filter samples, precipitation samples and weigh, seal, comment on, and store the samples according to the CAPMoN Standard Operating Procedures (SOP's). The precipitation samples must then be packaged and shipped for analysis to the CAPMoN National Laboratory located in Toronto, Ontario, once every two weeks. The air filter samples must be packaged and shipped each week. The Contractor is also required to support the following measurements: ozone, continuous Particulate Matter (PM) 2.5, Particulate Matter filter-based measurements, Speciation Particulate Matter, Mercury in Precipitation, Total Gaseous Mercury and passive samplers. Other daily duties include reading and recording of various gauges, diagnostics, and regular servicing, troubleshooting, and minor repair of a variety of monitoring equipment.

4. Tasks

1. The Contractor will be responsible for servicing:
 - a. Precipitation Collector: Two precipitation collectors must be serviced daily between 7:00 and 9:00 AM, Local Standard Time (LST) (sample collection times do not revert to day light saving times). This includes replacing the precipitation sample bags, sealing and refrigerating the samples, reading the rain and snow gauges and filling out the CAPMoN Sample History Forms provided by EC.
 - b. Air Filter Sampling System: The Air Filter Sampling System must be checked and documented daily between 8:00 and 9:00 AM LST. This includes confirming that the correct filter pack is sampling and that the system is sampling at the correct flow rate
 - c. Ozone Sampling System: The Ozone Sampling System must be checked and documented daily between 8:00 and 9:00 AM Local Standard Time. This includes checking the exterior sample and zero air inlets, documenting the instrument status checks and readings.
 - d. Continuous PM2.5 Sampling System: The Continuous PM 2.5 sampling system must be checked and documented daily between 8:00 and 9:00 AM Local Standard Time. This includes checking the exterior inlets, documenting instrument status codes and readings.
 - e. Filter Based PM measurements: The manual dichotomous sampling system must be checked and documented daily between 8:00 and 9:00 AM Local Standard Time. This

includes checking the exterior inlets, documenting instrument status codes and readings. The filters are changed on a 1 in 3 schedule.

- f. CAPMoN Mercury in Precipitation: Every Tuesday, the operator is responsible for retrieving the previous weeks' Mercury wet deposition sample, completing the Observer Form for this sample provided by EC, deploying the new weeks sample collection glassware and starting a new Observer Form.
- g. Total Gaseous Mercury (TGM) monitoring: Daily monitoring of TGM equipment status and recording findings on a sample history form provided by EC. Monthly inlet filter and soda lime trap changes are required. As well as minor adjustments to maintain the analyzer within its operational parameters. Compressed gas cylinder changes as required.
- h. Speciation PM Measurements: The PM speciation sampling system must be checked documented daily between 8:00 and 9:00 AM Local Standard Time. This includes checking the exterior inlets, documenting instrument status codes and readings. The cartridges sample every three days. The cartridges must be changed every 9 days.
- i. The Clean Air Status and Trends Network (CASTNet): Aerosol monitoring of aerosols and trace gases by filter media.
- j. The Interagency Monitoring of Protected Visual Environments Program (IMPROVE): Aerosol monitoring of trace gases by filter media.

2. On-site training will be provided by EC.

5. Details of Work to Be Performed

For the Canadian Air and Precipitation Monitoring Network (CAPMoN):

1. CAPMoN Precipitation Sampling, Shipping, and Maintenance Instructions:

1.1. The instructions outlined in the statement of work for this contract are of a general nature. All sampling, shipping, and maintenance must be performed in accordance with the Site Operations Reference Manual - Precipitation, CAPMoN; the CAPMoN Precipitation Sampling Standard Operating Procedures (CAPMoN SOP); and in accordance with any amendments to the aforementioned manual. The daily routine may involve additional collectors, passive samplers and various climatological and meteorological instruments. EC will provide the Contractor the aforementioned manuals and amendments.

2. Precipitation Sample Collection Procedure:

- 2.1. The contractor must walk to the CAPMoN site from the designated parking area, which is between 50 and 100 meters from the instrument compound.
- 2.2. Sampling from the daily collectors must be done on a daily basis, and the procedures must be followed regardless of whether precipitation has occurred during the past 24 hours or not. The sample history forms must be completed every day. Prior to making a daily sample change, a clean plastic bag must be placed in the spare collector buckets in the sample handling hut using the procedures outlined in the CAPMoN SOP's.
- 2.3. The site must be visited daily between 0700 and 0900 hours Local Standard Time (all functions and records remain on LST all year long). Upon arrival at the sampling site, even if precipitation is presently occurring, the following procedure must be followed:
 - a) Check all precipitation collectors for normal functioning.
 - b) Remove collector buckets containing the past 24-hour's sample from the collectors.
 - c) Removes bucket lids from new collector buckets and place these on the collector buckets containing the last 24 hours sample.
 - d) Install the new collector buckets onto the precipitation collectors.

- e) Measure the amount of precipitation (rain, snow, or mixed) in the appropriate precipitation gauge and record that amount.

2.4. Upon returning to the storage building the following procedures must be followed to prepare the samples for storage and later shipment:

- a) Remove the bucket lids from the collector buckets and discard the used lid bags.
- b) Using clean disposable gloves, remove the sample bags from the collector buckets while avoiding unfolding the top of the sample bags.
- c) Place the sample bags, whether dry or containing precipitation in the heat sealer.
- d) Remove all the air from the bags and seal them close to the top of the sample. Large samples (500 grams or more) must be partitioned as per CAPMoN SOP's to prevent breakage and loss during shipment.
- e) Affix correct numbered label to the outside of the bags.
- f) Check the weighing scale with the 200-gram reference weight and record indicated weight on the sample history form.
- g) Place the sealed sample bags on the scale and record its weight on the sample history form.
- h) Place the sample bags, whether dry or containing precipitation into a plastic container and store in the refrigerator.
- i) Complete all required entries on the sample history form using appropriate codes, and using one line for each day.

3. CAPMoN Collector Maintenance

- 3.1. The contractor must perform routine maintenance to ensure that the CAPMoN collector is functioning properly. The collector must be kept clean, and (in winter) must be kept free of ice and snow. On a daily basis the Contractor must ensure that:
- a) Sensor grids are checked cleaned with water as required, or replaced as required.
 - b) Snow and ice is removed to prevent a buildup that would obstruct the proper operation of the collector.
 - c) The underside of the lid cover is lined with a clean gasket; the contractor must check daily for damage, condensation and dirt, and must replace as necessary. The lid cover gasket must be changed on the first Thursday of every month.
 - d) The lid movement is checked daily for proper operation of the electric motor drive, smooth motion and proper start/stop switching.
 - e) The Contractor must perform other maintenance or repair as directed by the Project Authority.
- 3.2. If the CAPMoN collector or associated equipment is found to be operating abnormally, or ceases to operate completely, the Contractor must contact the Project Authority for further advice or action.
- 3.3. Equipment failures or supply shortages must be reported immediately to the Project Authority.
- 3.4. Every second Tuesday the samples must be placed in the sample shipping boxes provided and sent that day, via courier, to the CAPMoN Laboratory using the following procedures:
- a) Pack the plastic containers containing the sample bags into the shipping boxes.
 - b) Pack a number of frozen ice packs in the side of each shipping box.
 - c) Pack two copies of the sample history form in a zip-lock bag and place on top of the containers.
 - d) Insert a foam-insulating lid into the box and tape the box shut.
 - e) Complete a Courier Bill of Lading and take, or arrange for pick up, for shipment to:

CAPMoN Precipitation Samples
Environment Canada
4905 Dufferin Street
Toronto, ON. M3H 5T4

4. CAPMoN Air Filter Sampling System, Shipping, and Maintenance Instructions

4.1. The Standard Operating Procedures (SOPs) are specific to the operation of the CAPMoN air filter sampling system. The instructions outlined in the statement of work are of a general nature. All sampling, shipping, and maintenance must be performed in accordance with the Air Sampling Standard Operating Procedures – Operators Manual, June 2005; and in accordance with any amendments to the aforementioned manual.

- a) The air filters are easily contaminated and it is essential that the Contractor abide by the SOPs to ensure contamination is kept to a minimum. The air filter system is designed to change filter packs automatically each day at 08:00 A.M. local standard time. The Contractor once per week must physically exchange sets of filter packs and the exposed filter packs must be sealed and sent to the laboratory for analysis. It is very important that the filter packs be completely sealed. The whirl-pak bags must be airtight to ensure the filter packs are not contaminated during shipping.
- b) A Campbell Scientific Ltd. data logger controls the CAPMoN air filter sampling system. The data logger is programmed to switch filter packs, sequentially, at 08:00 local standard time.
- c) Air and Precipitation sampling in CAPMoN are co-located. While the Contractor is required to visit the site between the hours of 07:00 and 09:00 LST to change the precipitation chemistry sample bag, the air filter system does not change until 08:00 and, consequently, the daily checks are not to be performed until after 08:00 LST.

4.2. Daily Operator System Checks: Arrival between 0800-0900 Hours On arrival at the sampling site the Contractor must:

- a) Inspect the sample tower and mast, making sure that everything is intact;
- b) Visually check the sample head to determine which filter pack is being sampled as shown by the position indicator. If the indicator is not on, check to see if the source can be tracked (no power to the head, burnt out indicator, etc.).
- c) Check the sample line to ensure that there are no breaks or kinks in the line, or any other factors that may adversely affect the sample flow
- d) Observe the surrounding area to see if there are any conditions that may affect the sampling program (smoke from fires, construction nearby, vehicle activity, noticeable odour, etc.). These should be noted in the field notebook and on the sample history form.

Upon entering the sample handling building the contractor must:

- e) Check the vacuum pump. Make sure it is not labouring or making a sound different from the normal hum. An unusual sound could reflect a problem in the sample line or in the pump mechanism itself.
- f) Verify active filter pack on the sample head control unit and make sure it matches the port on the sample head with the illuminated number).
- g) Verify the flow rate (data logger Air LPM, and flow controller display PV Rate).
- h) Check the recorder to ensure that it is properly recording the data. The flow can be read from the recorder display
- i) Record all readings in the appropriate columns on the Sample History Form (SHF), using a black ink pen.

4.3. Sample History Form Entry and Maintenance

- a) Daily Entries. These entries are made in the body of the sample history form (SHF). The top portion of the SHF is completed as outlined in the Weekly entries section.
- b) Maintenance is initiated after noting that the system does not meet the minimum requirements as set out in the SOP and after confirming the correct approach with the Project Authority.
- c) Weekly Entries. These entries are made in the body of the sample history form and are associated with sample change dates.

4.4 Weekly Duties

- a) The sample pump is turned off and sets of filter packs are changed on a weekly basis between the hours of 08:00 and 09:00 LST.
- b) The sampling port on the sequential sampler is advanced using the data logger.
- c) All SHF are completed.
- d) All filter packs are labeled, correctly sealed and placed in the shipping container for shipment.
- e) Recorders/data backup devices etc. prepared for shipment and placed in the shipping container.
- f) Complete a Courier Bill of Lading and take, or arrange for pick up, for shipment to:

CAPMoN Air Filter Samples
Environment Canada
4905 Dufferin Street
Toronto, ON. M3H 5T4

5. CAPMoN Air Quality Forecast Measurements (Ozone)

5.1 Daily Requirements

- a) A visual check of the exterior sample and zero air inlets is required. Repair and documentation of any observed problems.
- b) Complete the instrument status checks and document the readings on the ozone sample history form. This includes observing and recording ozone concentration, instrument flow rates, modem and alarm status etc.
- c) If the ozone analyzer is in alarm mode, the Contractor must telephone the CAPMoN site contact for further instructions.
- d) Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

5.2 Weekly Requirements

- a) The inlet filter must be changed on Day 7 (Please note that Day 1 is a Wednesday and the filter is changed on Day 7, a Tuesday). Replace the inlet filter pack with the new filter pack containing a new filter. Remove the used filter from the filter pack and throw the filter in the garbage.
- b) Prepare the filter pack for the next inlet change by loading a new filter in the filter pack. Seal the replacement filter pack in a whirl pack bag.
- c) After the filter pack has been changed, the flow rate of the unit must be checked to confirm correct installation of the filter pack. The flow rate should be between 0.5 LPM and 0.8 LPM.
- d) If the analyzer is operating correctly, no further action is required until the next visit by the Contractor.
- e) The Contractor must mail the white and Canary copies of the Ozone Sample History Form provided by EC to CAPMoN weekly (pre-paid envelop or accompanying other network shipments). The pink copies are retained in a file at the site.

5.3 Emergency Service

- a) In the event of an instrument alarm or malfunction of any of the components of the ozone system, the Contractor may be instructed by phone to try some simple corrective actions such as rebooting equipment or checking fuses.
- b) Should the on-site corrective actions fail the Contractor may be asked to replace components, which will be sent to the site ASAP by courier. The Contractor must return malfunctioning equipment via a pre-paid shipping manifest.

6. CAPMoN Air Quality Forecast Measurements (Continuous Particulate Matter (PM))

6.1. Daily Requirements

- a) A visual check of the exterior sample air inlets is required. Repair and documentation of any observed problems.
- b) Complete the instrument status checks and document the readings on the continuous PM sample history form. This includes observing and recording PM concentration, volume, instrument flow rates, instrument time, modem and alarm status etc.
- c) If the continuous PM instrument is in alarm mode, the Contractor will be required to telephone the CAPMoN site contact for further instructions.
- d) Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

6.2. Weekly Requirements

- a) A visual check of the air inlet overflow jar is required. The Contractor will be required to empty overflow liquid and clean the jar.
- b) If the instrument is operating correctly, no further action is required until the next visit by the Contractor.
- c) The Contractor is required to mail the white and Canary copies of the Continuous PM Sample History Form provided by EC to CAPMoN weekly (pre-paid envelop or accompanying other network shipments). The pink copies are retained in a file at the site.

6.3. Emergency Service

- a) In the event of an instrument alarm or malfunction of any of the components of the continuous PM system, the Contractor may be instructed by phone to try some simple corrective actions such as rebooting equipment or checking fuses.
- b) Should the on-site corrective actions fail the Contractor may be asked to replace components, which will be sent to the site ASAP by courier. The Contractor will return malfunctioning equipment via a pre-paid shipping manifest.

7. CAPMoN Dichotomous Sampling System (Filter Based PM)

7.1. The Standard Operating Procedures (SOPs) are specific to the operation of the CAPMoN manual dichotomous filter sampling system.

7.2. Daily Requirements

- a) A visual check of the exterior instrument and inlets is required. Repair and documentation of any observed problems.
- b) Complete the instrument status checks and document the readings on the Manual Dichotomous PM sample history form. This includes observing and recording flow rates, volumes and status codes.
- c) If the manual dichotomous PM instrument is in Error mode, the Contractor will be required to telephone the CAPMoN site contact for further instructions.
- d) Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

7.3. Filter Change Requirements

- a) The manual dichotomous samples on a 1 in 3 schedule for a 24 hour period. The filters must be changed every 3 days. A leak check must be done every third sample.

8. CAPMoN Mercury in Precipitation

- 8.1. Every Tuesday, the Contractor must retrieve the previous weeks' Mercury wet deposition sample, completing the MDN Observer Form, provided by EC, for this sample, deploying the new weeks sample collection glassware and starting a new MDN Observer Form.
- 8.2. The Contractor is responsible for retrieving the previous week's electronic rain gauge data using a supplied PDA and emailing it to CAPMoN as well as recording it on the MDN Observer Form
- 8.3. The Contractor is responsible for minimal maintenance on the MDN collector and rain gauge.
- 8.4. Every week the Contractor will be responsible for packaging and shipping by courier the MDN precipitation sample. The Contractor will be supplied with preprinted waybills and manifests and will be responsible for ensuring the samples are delivered to or picked up by the designated courier. The Contractor is NOT responsible for shipping expenses.

9. Clean Air Status and Trends Network (CASTnet)

9.1. Daily Requirements

- a) A visual check of the exterior sample air inlets is required. Repair and documentation of any observed problems.
- b) The aerosol monitoring of trace gases by filter media must be checked daily to ensure operation is within the required specifications and findings documented on a sample history form.
- c) Monitoring meteorological parameters.
- d) Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

9.2. Weekly Requirements

- a) The filter pack must be changed weekly (Tuesday) and the sample history form completed for this filter pack.
- b) Every three weeks the Contractor must package and ship by courier the CASTNET samples. The Contractor will be supplied with preprinted waybills and manifests and must ensure the samples are delivered to or picked up by the designated courier.

10. Total Gaseous Mercury (TGM) Sampling System

10.1. Daily Requirements

- a) A visual check of the exterior sample air inlets is required. Repair and documentation of any observed problems.
- b) Complete the instrument status checks and document the readings on the TGM sample history form. This includes observing and recording mercury concentration, instrument flow rates, gas cylinder pressures and alarm status etc.
- c) If the TGM analyzer is in alarm mode, the Contractor must telephone the CAPMoN site contact for further instructions.
- d) Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

10.2. Monthly Requirements

- a) There is an inlet filter that must be changed monthly.
- b) The soda lime trap must be changed monthly.
- c) Performing minor adjustments to maintain the analyzer within its operational parameters as required.
- d) Compressed gas cylinders must be changed as required.

11. Interagency Monitoring of Protected Visual Environments Program (IMPROVE)

11.1. Weekly Requirements

- a) The aerosol monitoring of trace gases by filter media cassettes must be changed weekly (Tuesday). Repair and documentation of any observed problems.
- b) Every three weeks the Contractor package and ship by courier the IMPROVE filter cassettes. The Contractor will be supplied with preprinted waybills and manifests and must ensure the samples are delivered to or picked up by the designated courier. Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

12. PM2.5 Speciation Sampler

12.1. The Standard Operating Procedures (SOPs) are specific to the operation of the CAPMoN Speciation 2.5 filter sampling system.

12.2. Daily Requirements

- a) A visual check of the exterior instrument and inlets is required. Repair and documentation of any observed problems.
- b) Complete the instrument status checks and document the readings on the Speciation sample history form. This includes observing and recording flow rates, volumes and status codes.
- c) If the Speciation instrument is in Error mode, the Contractor must telephone the CAPMoN site contact for further instructions.
- d) Document all events, which may affect the air quality at the sampling site (such as unusual weather, forest fires, use of motorized vehicles etc.)

12.3. Sample Change Requirements

- a) The Speciation 2.5 instrument samples on a 1 in 3 schedule for a 24 hour period. The filters are changed every 9 days. The Contractor must package and ship by courier the Speciation samples.

6. Deliverables

1. The Contractor must package and ship by courier to the CAPMoN National Laboratory in Toronto, Ontario, the following:
 - a. The precipitation samples packaged in coolers and shipped every two weeks.
 - b. Air filter samples shipped once per week.
 - c. Hg in Precipitation samples shipped once per week.
 - d. Particle Dichotomous/Speciation samples shipped every two weeks.

The Contractor will be supplied with preprinted manifests and must ensure the samples are delivered to or picked up by the designated courier. The Contractor must also pick up empty shipping containers at the closest Canada Post outlet. The Contractor is not responsible for shipping expenses.

2. First level maintenance, diagnosis of problems, and minor repairs to equipment is often required of the Contractor. This may include, but is not limited to:
 - a. Cleaning of equipment
 - b. Replacement of Defective parts
 - c. Resetting or rebooting electronic systems
 - d. Replacement and setup of operational unit with backup unit
 - e. Checking and readjustment of various parts or software parameters as needed.The Contractor is responsible for the physical shipping and receiving of replacement equipment as required.

3. The Contractor is responsible for some of the routine site maintenance including keeping the sample hut clean, clearing the snow off the sampling hut stairs and deck, and grass cutting to keep the vegetation within the fenced or designated compound area (30mx30m) at an acceptable height. The general cleanliness of the immediate sampling location is the responsibility of the contractor, including the removal of garbage/waste from the site.

These tasks must be carried out in proximity of sensitive and expensive research and monitoring equipment and it is essential that the Contractor understand the need to avoid adverse effects on the measurements and data.

4. The Contractor must have knowledge of daily local weather conditions.
5. The Contractor must report by phone once per month to the Project Authority. The Contractor will be supplied with a phone number and name for emergencies. Only the Project Authority can make any changes to the sampling program. All changes will be made known to the Contractor, either orally or in writing, or both.
6. The contractor must propose at least two resources (to a maximum of four resources), a Primary resource and a Back-up resource. The back-up resource(s) must service the measurement site at least once per month.
7. The Primary resource and Back-up resource(s) must be proficient in English, both written and oral.
8. All resources (including the designated backup(s)) must make themselves available for two inspections each year as well as for certifications as required. The inspections will be during normal sample collection periods and should take less than 2 hours each.
9. Smoking is not permitted within 500 meters of the compound. Vehicles must not approach closer than the designated parking area. The Contractor must not enter the building with contaminated clothing or footwear.
10. The Contractor must not bring toxic or contaminating compounds such as oil based products, soaps, disinfectants, or insect repellents to the CAPMoN station. No paints, solvents or glues must be used onsite or in the vicinity of the compound.
11. The Contractor must clean and wash the interior of the building when required using only distilled or de-ionized water as supplied by Environment Canada and dust must be swept or vacuumed.
12. The Contractor must contribute to the security of the site by adhering to the use of locks where applied. Any suspicious activity or tampering of the site equipment must be reported to the Project Authority, as should any event or activity that may compromise the sampling integrity.

Solicitation No. - N° de l'invitation
KM060-131351/A
Client Ref. No. - N° de réf. du client
KM060-131351

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37091

Buyer ID - Id de l'acheteur
tor009
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

Firm all inclusive daily rate (which includes but not limited to; Travel expenses to and from the CAPMoN site such as vehicle maintenance, fuel and insurance, expenses related to the bi-weekly pick-up of shipping containers from the nearest Post Office, expenses related to compensation for labour and expenses related to liability insurance.)

Year 1 - One year period from _____ to _____ (Dates to be inserted at contract award)

Firm all inclusive daily rate: \$ _____

Option 1 – Year 2

Firm all inclusive daily rate: \$ _____

Option 2 – Year 3

Firm all inclusive daily rate: \$ _____

Solicitation No. - N° de l'invitation
KM060-131351/A
Client Ref. No. - N° de réf. du client
KM060-131351

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37091

Buyer ID - Id de l'acheteur
tor009
CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

See attachment

ANNEX D

INSURANCE REQUIREMENTS

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.

-
- i. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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: Atmospheric Science and Technology Directorate

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
 A contractor is required to operate an atmosphere monitoring site and as such will require regular access to an Environment Canada facility. The contractor will have access to basic environmental measurement information that is intended for the public domain.

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

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

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7, c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7, c) No / Non Yes / Oui

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

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

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

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion: N/A

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of Information / Niveau d'information: N/A

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIED <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	OSMIO TOP SECRET <input type="checkbox"/>	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>
	COSMIC TRÈS SECRET <input type="checkbox"/>	

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

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				CONSEO					
	A	B	O	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	CONSEO TOP SECRET / CONSEO TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	O			
Information Assets / Ressources d'information / Éléments de production																
IT Media / Support IT / Unités de stockage																

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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).