



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Atlantic Region Procurement & Contracting Contracting and Procurement Division, Finance Branch, Environment Canada 17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Operator, Global Atmosphere Watch Observatory, Alert</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP KM040-14-1146</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2015-06-26</p>	
	<p>Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2015-08-06</p>	<p>Time Zone – Fuseau horaire Atlantic Standard Time</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à Jennifer Legere</p>	
	<p>Telephone No. – N° de téléphone 902-426-9940</p>	<p>Fax No. – N° de Fax 902-426-2690</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA- MM-JJ) See herein.</p>	
	<p>Destination - of Services / Destination des services See herein.</p>	
	<p>Security / Sécurité There is a security requirement associated with this requirement.</p>	
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>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)</p> <p>Signature Date</p>	



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TITLE: Operator, Global Atmosphere Watch Observatory, Alert

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 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, Insurance Requirements, the Non-Disclosure Certification, the Mandatory Requirements, and the Security Requirements Check List.

2. Summary

- 2.1 The Climate Chemistry & Measurements Research Section of Environment Canada (EC), requires a contract operator for its baseline air chemistry observatory at Alert, Nunavut. Alert is the most northerly site in the World Meteorological Organization's Global Atmosphere Watch monitoring network. At the Alert site, Environment Canada maintains a number of measurement programs for various greenhouse gases, ozone, aerosols and other trace species. It also maintains atmospheric measurement programs for international agencies from Germany, Australia, Japan, France and the USA. The period of the contract is from date of award to March 31, 2016.
- 2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.3 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.
- 2.4 The requirement is subject to the Agreement on Internal Trade, the North American free Trade Agreement, and the World Trade Agreement on Government Procurement.
- 2.5 There is a security requirements associated with this requirement.
- 2.6 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs): Nunavut Land Claims Agreement (1993).



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 PWGSC *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.

The standard instructions 2004 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:



Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

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 Bidders 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 Bidders 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.

h.

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 five (5) business 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 Bidders do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all. 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 Quebec.

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 Bidders.

6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of



the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

7. 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 is 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 five (5) business 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 (1 hard copy)
- 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>). 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; and
- 3) print on both sides of the paper.

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.



Part 4, Evaluation Procedures, contains additional instructions that Bidders should consider when preparing their technical bid.

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.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, Bidders is requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, Bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. Bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [http://laws-lois.justice.gc.ca/eng/acts/N-4/;](http://laws-lois.justice.gc.ca/eng/acts/N-4/))
- (ii) travel between the successful bidder's place of business and the NCR; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (*if applicable*): Bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract.
- (c) Materials and Supplies (*if applicable*): Bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. Bidders should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (*if applicable*): Bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".



(e) Other Direct Charges (*if applicable*): Bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.

(g) Applicable Taxes: Bidders should indicate the Applicable Taxes separately.

1.5 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by Bidders to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

Except where expressly provided otherwise, the experience described in the bid must be the experience of Bidders itself (which includes the experience of any companies that formed Bidders by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in [Annex E](#).

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

2. Basis of Selection

1. To be declared responsive, a bid must:

- a. comply with all the requirements of the Request for Proposal; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

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 Bidders 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 Bidders’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

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 is a Joint Venture, appears on the “FCP Limited Eligibility to Bid “list at the time of contract award.

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 Bidders 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. Failure to comply with the request may result in the bid being declared non-responsive.

Signature: _____ **Date:** _____



2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____ Date: _____

2.3 Rate or Price Certification

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

Signature: _____ Date: _____

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

1. Security Requirement

There is a security requirements associated with this requirement.

(a) Before award of a contract, the following conditions must be met:

(i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

(ii) 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;

(iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

(b) 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.

(c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Insurance Requirements

Bidders must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT

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.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *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

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance



of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:
4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____

2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement

3.1 There is a security requirement applicable to this Contract. The following security requirement (SRCL and related clauses) applies and form part of the Contract: The contractor must have Environment Canada Reliability Status clearance.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract Award to March 31, 2016 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 one (1) additional twelve (12) month period 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 seven (7) calendar days 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Legere
Contracting Manager, Atlantic
Contracting and Procurement Division
Finance Branch, Environment Canada
17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6
Tel: 902-426-9940
Fax: 902-426-269
E-mail: jennifer.legere@ec.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 Technical Authority

The Technical Authority for the Contract is: *Andrew Platt, Arctic Research Coordinator, Climate Research Division*

The Technical Authority named above 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 Technical Authority, however the Technical 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: _____
Legal Company Name: _____
Operating Name: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____
Procurement Business Number or Tax Number: _____

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. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*amount to be inserted at contract award*). Customs duties are not applicable and Applicable Taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*to be inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.
- (b) 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:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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 PWGSC SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0711C (insert date) Time Verification

7.4 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

8. Invoicing Instructions

8.1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;



- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. expenditures plus pro-rated profit or fee;
- d. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.

2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(To be inserted by Bidder)*

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) 4007 Supplemental General Conditions (2010-08-16), Canada to own Intellectual Property Rights in Foreground;
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2014-09-25) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, the signed Non-Disclosure Certification;
- (h) Annex E, the Security Requirements Check List;



i) the Contractor's bid dated _____ (*To be inserted by Bidder*).

12. Insurance Requirements – Specific requirement

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

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

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



ANNEX A STATEMENT OF WORK

SW 1 Title: Operator, Global Atmosphere Watch Observatory, Alert

SW 2 Background

The Climate Chemistry & Measurements Research Section of Environment Canada (EC), requires a contract operator for its baseline air chemistry observatory at Alert, Nunavut. Alert is the most northerly site in the World Meteorological Organization's Global Atmosphere Watch monitoring network. At the Alert site, Environment Canada maintains a number of measurement programs for various greenhouse gases, ozone, aerosols and other trace species. It also maintains atmospheric measurement programs for international agencies from Germany, Australia, Japan, France and the USA.

SW 3 Objective/Scope of Work

The contractor is required to operate, maintain and calibrate the air quality, precipitation and meteorological instruments and data logging equipment at the Alert observatory. The contractor is also required to run data collection and quality control routines on the baseline air chemistry data and prepare routine reports. Also included in the contractor's responsibilities are the maintenance of buildings and vehicles and other duties related to the day to day operation of the station.

The contractor, reporting directly to the Arctic Research Coordinator, will be responsible for maintaining all scientific programs at the Alert observatory. The contractor will also be responsible for training a Co-op student every four months and providing on-the-job familiarization for the next contract observer.

SW 4 Tasks:

This work includes, but is not limited to, the following tasks. Detailed Standard Operating Procedures (SOP) for each sampling program are provided:

1. Operation, calibration and minor trouble-shooting of air quality, precipitation and meteorological instrumentation and related data logging equipment at the observatory.
2. Obtaining grab samples for the various flask sampling programs at Alert including the shipping of flasks and the recording of relevant meteorological data.
3. Maintaining the aerosol and precipitation sampling programs and shipping of samples.
4. Running data collection, analysis and quality control routines on the Alert data. Keeping detailed log records for each monitoring program and preparing a weekly status report. Maintain the Alert database of sampling records and check sheets, mailing copies of the data to the Arctic Coordinator and performing regular backups on the data.
5. Ensuring that the observatory and office area are kept clean and well organized at all times. Basic maintenance to the building and vehicles and arranging for necessary repairs. Maintaining an inventory of operational supplies and shipping and receiving of flasks, gas cylinders, samples and equipment. Ensure safe working conditions and wellbeing of observatory staff.
6. Interacting with Department of National Defence and other station personnel to facilitate the operation of the monitoring program. Conducting tours of the observatory and office area for military inspections.
7. Training a Co-op student at Alert every four months to assist with the regular duties, and providing on site familiarization for the next operator.



8. Providing support for visiting scientists and technicians who are in Alert for routine maintenance trips.
9. An annual summary report on the status of all the measurement programs, vehicle maintenance history, maintenance history for STB facilities and the status of data processing and 'flagging' for the period covering the contractor's posting in Alert as operator. The report must be submitted by September 1, 2016.
10. Incorporate revisions to the SOP manual introduced by program PI's over the course of the contract. Recommend further additions to the SOP to address issues or problems experienced. The revisions must be submitted in draft format by August 31, 2016.

The core working hours in Alert are from 8:00 a.m. - 4:00 p.m., Monday – Friday. The contractor will be on call during all off hours (including weekends and holidays) in case emergency repairs are required. Regular remote monitoring of the laboratory instruments must also be maintained on all days that the contractor is not visiting the laboratory (including weekends). The operator must be willing to work beyond these core hours should there be an operational requirement.

SW 5 Deliverables

1. Weekly check sheets, a weekly status report, weekly processed and quality controlled data for all the parameters measured at the observatory, monthly vehicle reports, calibration results, data printouts, sampled flasks, sampled filters, and compressed air samples.
2. Regular electronic and verbal communications on the status of the measurements programs, equipment, vehicles, and EC facilities in Alert.
3. A summary report, written in Microsoft WORD format on the status of all the measurement programs, vehicle maintenance history, maintenance history for EC facilities and the status of data processing and 'flagging' for the period covering the contractor's posting in Alert as operator. The report must be submitted by March 31, 2016.
4. An updated version of the GAW lab SOP manual, written in MS WORD, containing all revisions to new or existing measurement procedures in the GAW lab. The revised draft of the SOP must be submitted by March 31, 2016.

SW 6 Official Languages:

The work will be conducted in English. The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

SW 7 Travel Considerations

Environment Canada (EC) will cover the cost of room and board for the duration of the contractor's posting in Alert. The contractor will be entitled to claim travel expenses for transportation, meals and accommodation in accordance with the Government of Canada's Treasury Board Policy for travel to and from Alert. Only costs incurred while traveling from EC to Alert and from Alert to EC will be covered. The Contractor must cover the costs of traveling from home to EC.



Treasury Board Travel Directive: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp

SW 8 Government Supplied Materiel and Training

Program familiarization will be provided by the outgoing contractor at the GAW Observatory in Alert. The contractor will receive relevant information on gas chromatographs, non-dispersive infra-red analyzer, aerosol measurements, Brewer UV spectrometers, a Teco ozone analyzer, solar radiation measuring suite and toxics and aerosol high volume samplers. Familiarization on meteorological equipment will also take place in Alert.

The air quality, precipitation, meteorological and data logging instruments that the contractor will be operating at Alert are present at the observatory in Alert. The maintenance of the instrumentation is done on site at the observatory. The contractor will have access to computers, a printer and the appropriate software at the GAW office facility in order to maintain the Alert database and write routine status reports. Flasks for the flask programs are shipped to the contractor in Alert on a regular basis by EC Downsview. Any repairs to the equipment and vehicles may only be carried out with the authorization of the Arctic Research Coordinator or the appropriate principal investigator. If equipment cannot be repaired by the contractor on site after consultation with EC staff, arrangements will be made to have the equipment shipped to EC Downsview for repair.

The Arctic Research Coordinator and military personnel in Alert will brief the contractor on the relevant safety precautions which must be followed when working and travelling in Alert. Due to the nature of the job, contractors are required to purchase medical evacuation insurance for the period covering travel to and from Alert and posting in Alert.

EC will provide the contractor with standard arctic gear, including a parka, wind pants, boots and gloves. All arctic gear must be returned to EC upon completion of the contract.

SW 9 Security

Refer to Terms and Conditions of Contract.

SW 10 Confidentiality

It is understood and agreed that the Contractor will, during and after the effective period of the solicitation, and any resultant contract, treat as confidential and not divulge, unless authorized in writing by Environment Canada, any information obtained in the course of the performance of the proposed Work.

SW 11 Communications

During the contract period the Contractor shall remain in regular contact with the Project authority identified in this solicitation either by telephone or in person to ensure the project is progressing well. Communications will occur as per an agreed schedule for the duration of the project.

S12 Medical Requirements

The contractor must have a medical examination and have a dental examination prior to departing for Alert. The contractor must cover the cost of these examinations and will be required to fill out a medical history form to be submitted to the medical staff in Alert.



**ANNEX B
BASIS OF PAYMENT**

The prices below are firm, all inclusive** prices for the work as described in the Statement of Work at Annex A.

Period	Per Diem Rate	# Days*	Total
Period 1: Contract Award to March 31, 2016			
Optional Period (to March 31 2017)			
Evaluated Total			

**There will be one four-week break in service per year over the period of the Contract. The scheduling of the break is dependent upon the schedule of the Arctic Coordinator who will be replacing the contractor. A 15 calendar days' notice will be given to the Contractor to enable him/her to make plans for their break.*

***All inclusive is defined as all labor, overhead, administrative expenses, insurance, and materials not provided by the Crown, required to perform the services described herein.*

Price Breakdown for Deliverables:

Deliverable	Professional Fees	Materials/equipment/supplies	Other	Total

Payment will be made in accordance with the payment terms in section 7.7, when deliverables are received and accepted by Canada.



ANNEX C INSURANCE REQUIREMENTS

C1. 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

q. 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.

C2. SACC Manual Clause

G2002C Errors and Omissions Liability Insurance (2008-05-12) G2002C

C3. 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. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

C4. Medical Insurance

The Contractor must obtain medical insurance, including all medical costs resulting from an accident and associated with medical evacuation from Alert.

C5. General

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 insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

The Contractor freely accepts and fully assumes all risks, dangers and hazards associated with the performance of the work under this contract and the possibility of third party and personal injury, death, property damage or loss resulting therefrom.

Without restricting the generality of the foregoing, the Contractor releases Her Majesty the Queen in right of Canada, Her Heirs, successors, officers, employees, servants, contractors and agents from all liability, and do hereby waive as against Her Majesty all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which the Contractor may suffer arising out of or connected with my Work under the Contract.



**ANNEX D
NON-DISCLOSURE CERTIFICATION**

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Environment Canada, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date



**Annex E
MANDATORY REQUIREMENTS AND EVALUATION CRITERIA**

Mandatory (M) and point rated (P) requirements and evaluation criteria are provided below. For each mandatory criterion, Bidders must indicate whether the requirement is met, and identify the page(s) where each criterion is demonstrated in the documentation provided with the bid. Point rated criteria will be scored using the grid on the following page. Canada reserves the right to verify any and all information relating to mandatory requirements.

Criterion	Description	Met/Not Met	Page # Reference
M1	Bidders must be Canadian citizens.		
M2	Bidders must be fluent in written and spoken English.		
M3	Bidders must demonstrate, by providing copies of certificates/diplomas/degrees, post-secondary education relevant to the duties required in the Statement of Work. This includes but is not limited to engineering, physics, chemistry, atmospheric or environmental sciences.		
M4	Bidders must demonstrate working knowledge of personal computers in both Windows and Linux environments.		
M5	Bidders must provide a proposed work schedule for the tasks outlined in the Statement of Work, including how the objectives of the work will be met.		
M6	Bidders must demonstrate, by providing a copy of a certificate, recent* WHIMIS training.		
M7	Bidders must demonstrate, by providing a copy of a certificate, recent* Standard First Aid training.		
M8	Bidders must possess a valid driver's license.		
	Point-rated Criteria	Maximum number of points	Score
P1	Bidders must demonstrate in their bid chemistry laboratory experience, such as sample processing.	30	<i>(Minimum required = 20)</i>
P2	Bidders must demonstrate in their bid experience completing outdoor/field work. Work should have been completed in isolated and/or harsh environments/ climates.	30	<i>(Minimum required =20)</i>
P3	Bidders must demonstrate in their bid experience in environmental monitoring or air chemistry.	20	<i>(Minimum required =15)</i>
P4	Bidders must demonstrate recent* experience using a high level programming language such as Visual Basic. Points will be awarded based on the number of years' experience (up to 10 years).	10	<i>(Minimum required =5)</i>



P5	<p>Bidders must demonstrate in their bid how they meet the following traits:</p> <ul style="list-style-type: none"> - Strong organizational skills; - Able to work effectively under pressure; - Able to work independently; - Good oral and written communication skills; - Willing to train others. 	10	(Minimum required =8)
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**recent = within the last two (2) years*

Scoring Grid – Point-rated Criteria

Partial points will be awarded for each criterion based on the comparison against a 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	1 point	2 - 3 points	4 points	5 points	6 - 7 points	8 points	9 points	10 points
<ul style="list-style-type: none"> ▪ Did not submit information which could be evaluated 	<ul style="list-style-type: none"> ▪ Absolutely inadequate ▪ Weaknesses can't be corrected ▪ Proponent lacks qualifications and experience ▪ Team proposed is not likely able to meet requirements ▪ Sample projects not related to this project's needs ▪ Extremely poor, insufficient to meet performance requirements 	<ul style="list-style-type: none"> ▪ 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 generally not related to this project's needs ▪ Little capability to meet performance requirements 	<ul style="list-style-type: none"> ▪ 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 project's needs ▪ Just below acceptable capability 	<ul style="list-style-type: none"> ▪ 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 project's needs ▪ Minimum acceptable capability, should meet minimum performance 	<ul style="list-style-type: none"> ▪ 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 project's needs ▪ Average capability, should be adequate for effective results 	<ul style="list-style-type: none"> ▪ 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 project's needs ▪ Above average capability 	<ul style="list-style-type: none"> ▪ 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 project's needs ▪ Superior capability, should ensure effective results 	<ul style="list-style-type: none"> ▪ Exceptionally strong proposal ▪ No apparent weaknesses ▪ Proponent is exceptionally qualified and experienced ▪ Exceptional team - has worked well together before on comparable work ▪ Took the lead in projects directly related to this project's needs ▪ Exceptional capability, should ensure extremely effective results



Annex F
Security Requirements Check List

Refer to attachment on the following pages.