

| | Title – Titre | | |
|--|--|-------------------------------|--|
| RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: | CAPMoN Observation Services – Kejimkujik, Nova Scotia | | |
| Bid Receiving - Environment Canada / Réception des soumissions – | EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000018593 | | |
| Environment Canada 45 Alderney Drive Dartmouth, NS | Date of Bid solicitation (YYYY-MI de soumissions (AAAA-MM-JJ) | M-DD) – Date de la demande | |
| B2Y 2N6 | Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) | Time Zone – Fuseau horaire | |
| BID SOLICITATION DEMANDE DE SOUMISSONS | at – à 2:00 P.M. on – le 2016-02-02 | | |
| PROPOSAL TO: ENVIRONMENT CANADA | F.O.B – F.A.B | | |
| We offer to perform or provide to | Address Enquiries to - Adresser Carole Daigle carole.daigle@car | • | |
| Canada the services detailed in the document including any attachments and annexes, in accordance with the | Telephone No. – N° de téléphone Fax No. – N° de Fax 902-426-0935 | | |
| terms and conditions set out or referred to in the document, at the price(s) provided. | Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See Herein | | |
| SOUMISSION À: ENVIRONNEMENT CANADA | Destination - of Services / Destin See Herein | nation des services | |
| Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes | Security / Sécurité See Herein | | |
| et annexes, les services détaillés dans le document, au(x) prix indiqué(s). | Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur | | |
| | Telephone No. – N° de téléphone | Fax No. – N° de Fax | |
| | Name and title of person authorized to sign on be Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au fournisseur/de l'entrepreneur (taper ou écrire en d'imprimerie) | | |
| | Signature | Date | |

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PART 1 – GENERAL INFORMATION

1. Security Requirement

- **1.1** There is a security requirement associated with this requirement.
- **1.2.** 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;
- 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 6
 Resulting Contract;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- **1.2.1** 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.
- **1.2.2.** 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. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

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 2003 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

- 2.1 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.
- 2.2 Bids may be transmitted by facsimile to the Contracting Authority, Carole Daigle at: 902-426-2690, providing the bidder advises the Contracting Authority **PRIOR** to sending the facsimile.

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

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

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

Former Public Servant in Receipt of a Pension

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

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

a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than six (6) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

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

6. 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:

the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

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 three (3) hard copies or one (1) soft copy (electronic copy) emailed

to the Contracting Authority

Section II: Financial Bid one (1) hard copy or one (1) soft copy (electronic copy) emailed to

the Contracting Authority

Section III: Certifications three (3) hard copies or one (1) soft copy (electronic copy) emailed

to the Contracting Authority

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 carry out the Work

Section II: Financial Bid

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

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for task of the Work, as applicable:

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the 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. The 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 6, Resulting Contract of the bid solicitation required to be performed within the Atlantic Region
- (ii) travel between the successful bidder's place of business and the worksite; 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): The 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.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder 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): The 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) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The 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 the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.2** 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 the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder 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 the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

See Annex C - Mandatory Requirements and Evaluation Criteria

1.2.2 Point Rated Technical Criteria

See Annex C – Mandatory Requirements and Evaluation Criteria

1.3 Financial Evaluation

Bidder to Complete Annex D, Basis of Payment

1.3.2 Evaluation of Price

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 - 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 having the best value will be awarded the contract – See Annex B, Basis of Selection.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

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.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.2 Education and Experience

SACC Manual clause A3010T 2010-08-16 Education and Experience

3. Certifications Required with the Bid

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

Language Certification – Annex F Former Public Servant Certification – See page 5 - 6

PART 6 - RESULTING CONTRACT

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

1. Security Requirement

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

2. Statement of Work

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

3. 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.

3.1 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.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1, 2016 to September 30, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carole Daigle Contracting Officer Environment Canada 45 Alderney Drive Dartmouth, NS B2Y 2N6

Telephone: 902-426-0935

E-mail address: carole.daigle@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: (to be provided upon contract award)

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.

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 D, to a limitation of expenditure of **\$(to be determined)**. Customs duties 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 determined). Customs duties and 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

8 Invoicing Instructions

8.1 Single Payment

- (a) The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
 - (i) 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;
 - (ii) all such documents have been verified by Canada;
 - (iii) the Work delivered has been accepted by Canada.

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 Nova Scotia.

11. Priority of Documents

If there is a discrepancy between the wordings 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) Modified 2010B General Conditions Professional Services (Medium Complexity) 2013-06-27
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Selection;
- (e) Annex C, Mandatory Requirements and Evaluation Criteria
- (f) Annex D, Basis of Payment
- (g) Annex E, Insurance Requirements
- (h) Annex F, Language Certification
- (i) Annex G, Security Requirement Check List
- (j) the Contractor's bid dated _____, (to be determined).

ANNEX A

STATEMENT OF WORK

CAPMoN Observations and Other Services - Kejimkujik, NS

Overview of the work to be performed.

The Kejimkujik CAPMoN (Canadian Air and Precipitation Monitoring Network) station is located in a rural area approximately 2 hour drive from Halifax. It is a research and monitoring facility which forms part of Environment Canada's national network of CAPMoN Stations.

The main focus of the site is air and precipitation monitoring, however additional programs are being conducted, such as instrumentation for atmospheric aerosols. The site has been operating since the early 1980's.

Much of the work involves monitoring, observing and recording automated instrument readings as well as daily, weekly, monthly and bi-monthly checks and maintenance of equipment. Collecting, transporting and shipping of precipitation samples is also a significant part of the work.

Details of the services to be provided CAPMoN Program Sampling

- 1) Using automated samplers, the Contractor will collect precipitation samples once per day between the hours of 08:00 a.m. and 09:00 a.m. AST, 7 days per week, 365 days per year. Precipitation samples will be retrieved, weighed, sealed, annotated and stored according to the required protocol.
- 2) The Contractor will replace deposition air filter packs or canisters at intervals of 3 and 7 days. All samples will be packaged and shipped to the Environment Canada analytical chemistry laboratories located in Toronto, Ontario on a weekly basis.
- 3) The Contractor will complete and make available CAPMoN Sample History forms
- 4) The Contractor will perform other duties such as; reading and recording of various instrument systems outputs and diagnostics, the observing and recording of meteorological climate data.
- 5) The Contractor will perform regular CAPMoN Equipment servicing, troubleshooting and minor repairs when required.

General Site Maintenance and Assistance

The Contractor will provide general labour services as and when required. These services include but are not limited to:

- Clearing exits/entrances of snow
- Grass cutting
- Transportation of goods to/from the site when required
- · Removal of garbage/waste from the site
- Assisting EC (Environment Canada) with minor tasks related to the maintenance of and/or monitoring of the equipment

<u>Note:</u> These tasks must be carried out in proximity of sensitive and expensive research monitoring equipment, and it is essential that the Contractor understand the need to avoid adverse effects on the data.

Guidelines and Constraints – Packaging and Shipping

The Contractor will be responsible for packaging, shipping and receiving by courier as well as the retrieval of all needed supplies and parts. These include, but are not limited to:

- Precipitation samples packaged in a cooler once every two (2) weeks
- Air Filter samples packaged once per week and shipped via Priority Courier (Canada Post, any location)
- Data media and Sample history forms (SHF) packaged in the air filter pack samples and shipped once every two (2) weeks
- Particle Dichotomous filters packaged and shipped approximately once every two (2) weeks
- · Replacement parts are shipped and received as and when required

<u>Note:</u> The cost of all shipping will be borne by Environment Canada. The Contractor will be supplied with pre-printed manifests, but will be responsible for ensuring the samples are delivered to or picked up by the designated courier. This may involve the lifting, moving or carrying of shipping crates up to 20kg in weight.

Documentation

The various Observing Program reports and Logs must be completed and faxed to the respective Program Custodians in a timely manner. A contacts list will be provided to the Contractor at the onset of the contract.

Equipment Maintenance

The Contractor will perform first line equipment maintenance, diagnosis of equipment problems, and minor repairs to equipment. This may include, but is not limited to:

- Cleaning of the equipment
- Replacement of defective parts
- · Resetting or 'rebooting' electronic systems
- Replacement and setup of operations unit with backup unit
- Checking and readjustment of various parts or software parameters

Other

- 1) The Contractor will ensure all locked areas are secure prior to departing after each site visit.
- 2) The Contractor will report any suspicious or unusual activity, tampering with the site equipment, or any activity that may compromise the integrity of the sampling program. Equipment failures or supply shortages shall be reported immediately to the regional Inspector (contact information to be provided upon contract award). The Contractor shall contribute to the security of the site by adhering to the use of locks where applied. The Contractor shall maintain open and pertinent communications with the Regional Inspector, as well as with National Program specialists. This may be in the form of fax, telephone, e-mail or writing. All costs associated with this communication are the responsibility of Environment Canada. The Contractor will be supplied with a CAPMoN 'hot-line' phone number for emergencies.

- 3) In order to prevent contamination, the contractor shall handle equipment and samples according to established procedures. The dissolved substances have a very low concentration and any additional contamination, such as dirt or salt from the observer's hands, will skew the chemical analysis of the sample. Additionally, the use of soaps, cleaners, solvents and pesticides is severely restricted if not forbidden.
- 4) The Contractor shall not bring toxic or contaminating compounds such as oil based products, soaps, disinfectants, or insect repellents to the CAPMoN station. No solvents, paints, or glues shall be used on site or in the vicinity of the compound.
- 5) The contractor shall clean and wash the interior of the building when required using only distilled water as supplied by Environment Canada. Dirt and dust shall be swept or vacuumed.
- 6) Smoking is not permitted within 500 meters of the compound. Vehicles shall not approach closer than the chain gate whenever possible. The Contractor shall not enter the building with contaminated clothing or footwear.
- 7) Reliable transportation (truck or car) is required to access the site on a daily basis. It is up to the contractor to ensure they have access to reliable transportation for the duration of the contract.
- 8) All observers in the program must be available for two (2) inspections each year as well as for certifications when required.

Time allotted for each task

It is estimated that the time required to perform the sample collections, filter changes, ozone readings, shipping of samples, climate observations, and the instrument maintenance is approximately 8 hours per week, 7 days per week. The amount of time will vary, taking less time on days where only basic tasks are performed, and more on days when shipping and filter changes are required.

Estimated number of hours required for extension; Apr 1, 2016 – September 30, 2016

Program

CAPMoN Air Sampling
CAPMoN Precipitation
CAPMoN Ground Level Ozone
Dichotomous Particulate Matter
Gaseous Mercury
Mercury Speciation

Audits, Inspections, Training, Certifications General Site Maintenance Assistance(heavy lifting, etc.) Emergency repair/troubleshooting

Estimated total 206 hours

Hours per year CAPMoN Sampling

55 hours (2.0 hour/week) 60 hours (2.2 hour /week) 20 hours (0.75 hour /week) 15 hours (1.0 hour /week) 15 hours (0.50 hour /week) 5 hours (1.00 hour /week)

16 hours

10 hours (1.33 hour /month)

5 hours 5 hours

ANNEX B

BASIS OF SELECTION

Any proposal not meeting the mandatory requirements will be considered non-responsive and will be given no further consideration.

A contract will be awarded based on best value taking into account technical merit and price for those proposals meeting the mandatory requirements.

The technically responsive proposal that obtains the highest combined rating of technical merit and price (e.g. adding the technical score with the financial score to result in a Total Score) will be recommended for award of a contract.

The total possible technical score is 60 while the total financial score is 40. Where two or more proposals achieve the identical highest combined technical (60%) and financial (40%) score, the proposal with the lowest **total price** will be recommended for award of a TA Contract.

For each proposal:

Calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 60.

TECHNICAL SCORE = Bidder's TECHNICAL SCORE X 60 points
Total Possible TECHNICAL SCORE

Calculation of Financial Score: the financial score is calculated by giving full points (40) to the lowest priced responsive proposal (based on the proposal's **Total Estimated Cost**) and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 40 points, as follows:

FINANCIAL SCORE = Lowest TOTAL ESTIMATED COST (\$) X 40 points Bidder's TOTAL ESTIMATED COST (\$)

Calculation of Total Score:

[Bidder's **TECHNICAL SCORE** (out of 60 points)] + [Bidder's **FINANCIAL SCORE** (out of 40 points)]

= Bidder's **TOTAL SCORE** (out of 100 points).

ANNEX C MANDATORY REQUIREMENTS AND EVALUATION CRITERIA

| Mand | atory Criteria | Yes/No |
|------|---|--------|
| 1. | A backup operator is required and must be included in any proposal. All prosed operators shall be identified. | |
| 2. | Signed certification, Annex E, that both the contractor and back-up are fluent in English, oral and written. | |

Rated Criteria Points

| 1. | Previous experience collecting environmental samples or an acceptable combination of education and/or experience. Points will be awarded as follows: | (Max. 20) |
|----|--|-----------|
| | Experience collecting CAPMoN or other environmental samples (20 pts) | |
| | Experience collecting samples (not environmental) (15 pts) | |
| | Technical certification combined with work experience requiring routine standard procedures (10 pts) | |
| | Work experience requiring routine standard procedures (5 pts) | |
| | No work experience (0 pts) | |
| 2. | The contractor must be able to document local weather conditions as part of the statement of work. | (Max. 15) |
| | Contractor resides within 10km from site (15 pts) | |
| | Contractor resides more than 10 km -15 km from site (12 pts) | |
| | Contractor resides more than 15 km -25 km from site (9 pts) | |
| | Contractor resides more than 25 km from site (6 pts) | |
| 3. | The Contractor must have working alone procedures or plan and include the procedures or plan in the proposal. | (Max. 15) |
| | Addresses working alone with detailed documented plan (15 pts) | |
| | Addresses working alone with no details (10 pts) | |
| | Does not address working alone (0 pts) | |
| 4. | A minimum of two references or previous clients who would be familiar with the quality of work and reliability of the contractor are required. | (Max. 10) |
| | 0-10 points maximums of 5 reference | |
| | TOTAL | (Max. 60) |

ANNEX D BASIS OF PAYMENT

The period of this contract is from April 1, 2016 to September 30, 2016, with the option for three additional one-month periods, if exercised by Environment Canada.

The price proposal should indicate a detailed breakdown of the total quoted price. The price proposal should address each of the following as applicable:

- (a) Labour
- (b) Equipment
- (c) Supplies

Quotation for the Purpose of Submitting a Bid:

The Bidder is to supply a per day charge which includes all requirements as set out in the Statement of Work.

The daily charge should reflect all expenses related to the contract for each period quoted. The Bidder is to submit a monthly invoice which reflects the number of days for which service were delivered in each month upon completion of those services. The annual total will include the following:

- a. Travel expenses to and from the CAPMoN site paid in accordance with the private vehicle allowances specified in http://www.njc-cnm.gc.ca/directive/travel-voyage/td-dv-a2-eng.php.
- b. Expenses related to the bi-weekly delivery of samples and pick-up of shipping containers to the nearest Post Office or Purolator Courier agent location.
- c. Expenses related to compensation for labour
- d. All other expenses.

Contractors should consider all costs in their Financial Proposal.

2. Travel

- (a) The Contractor will be paid authorized travel expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the private vehicle allowances specified in http://www.njc-cnm.gc.ca/directive/travel-voyage/td-dv-a2-eng.php
- (b) All travel must have the prior authorization of the Project Authority. Travel requirements are to be discussed once per month. All payments are subject to government audit.

ANNEX D BASIS OF PAYMENT – Page 2

| April 1, 2016 up to and including September 30, 2016 |
|--|
| Hourly rate for Primary Observer and Back-up Observer based on 206 hours |
| \$x 206 hours = \$ |
| Travel for Primary and Secondary Observer \$ |
| TOTAL (RATES AND TRAVEL) \$ |
| |
| Option Period 1 - October 1, 2016 up to and including October 31, 2016 Hourly rate for Primary Observer and Back-up Observer based on 206 hours |
| Hourly rate for Primary Observer and back-up Observer based on 200 hours |
| \$x 69 hours = \$ |
| Travel for Primary and Secondary Observer \$ |
| TOTAL (RATES AND TRAVEL) \$ |
| |
| Option Period 2 – November 1, 2016 up to and including November 30, 2016 |
| Hourly rate for Primary Observer and Back-up Observer based on 206 hours |
| \$x 69 hours = \$ |
| Travel for Primary and Secondary Observer \$ |
| TOTAL (RATES AND TRAVEL) \$ |
| |
| Option Period 3 - December 1, 2016 up to and including December 31, 2016 |
| Hourly rate for Primary Observer and Back-up Observer based on 206 hours |
| \$x 69 hours = \$ |
| Travel for Primary and Secondary Observer \$ |
| TOTAL (RATES AND TRAVEL) \$ |
| |
| Financial total costs for contract period and all option periods will be included for contract evaluation |
| TOTAL COST \$ (Taxes are extra.) |

ANNEX E INSURANCE REQUIREMENTS

Insurance

The Contractor is aware that Environment Canada does not and will not provide liability insurance coverage. The Contractor must provide proof of liability insurance by supplying a certificate of insurance to Environment Canada upon signing the contract and prior to any activity occurring. Any insurance acquired or maintained by the Contractor is at its own expense and does not release the Contractor from or reduce its liability under the Contract.

Risk

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.

Release

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 or cause to third parties, arising out of or connected with the Work under the Contract.

ANNEX F LANGUAGE CERTIFICATION

| l, | (contractor's name) | certify that I am fluent in English, bot |
|--------|---------------------|--|
| writte | en and oral. | |
| | | |
| | | |
| l, | (contractor's name) | certify that my back-up, |
| | (back-up's name) | , is fluent in English, both written and oral. |
| | | |
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| | | |
| | (contractor) | s signature) (date) |

ANNEX G SECURITY REQUIREMENTS CHECK LIST

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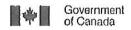
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| PART D - AUTHORIZATION / PART | | | 的自然是是这种。 | | | | | | | |
| 13. Organization Project Authority / C | | | | | | | | | | |
| Name (print) - Nom (en lettres moulé | es) | Title - Titre | | Signature | | | | | | |
| Martin MacLellan | a | A/Suparinter | ndent of CAPMoN | TATE | | | | | | |
| Telephone No N° de téléphone 902-426-6616 | Facsimile No N° de 902-426-6404 | télécopleur | E-mail address - Adresse cour martin maclellan@ac gc.ca | riel | Date Ect 17, 2014 Oct 16, 2015 | | | | | |
| 14. Organization Security Authority / | Responsable de la séc | urité de l'organ | lsme | | | | | | | |
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| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) atlacted? Des Instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No Yes Oul | | | | | | | | | | |
| 16. Procurement Officer / Agent d'ap | provisionnement | | · | | | | | | | |
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