



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>shawn.davis@canada.ca</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>SOUMISSION 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 Site operator for the Whistler High Elevation Site</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP KM061-14-1346</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) February 18, 2016</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 3:00 P.M. on – le March 4, 2016</p>	<p>Time Zone – Fuseau horaire EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Shawn Davis shawn.davis@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3814</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (2016-04-01)</p>	
	<p>Destination - of Services / Destination des services British Columbia</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</p>	<p>Date</p>	

TABLE OF CONTENTS

PART 1 – INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents

List of Annexes:

- | | |
|---------|-------------------|
| Annex A | Statement of Work |
| Annex B | Basis of Payment |

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's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in the attached SRCL

2. Statement of Work

The Work to be performed is detailed under Article 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) (<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 (2015-07-03) 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”

At Section 05 Submission of Bids, Subsection 05 (4)

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”

2. Submission of Bids

2.1 Bids must be sent directly to the Contracting Authority.

Bids must be sent to the following address, by the time and date indicated below:

shawn.davis@canada.ca

at – à 3:00 P.M.

on – le March 4, 2016

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 days 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 Ontario.

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

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;

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separate attachments sections as follows:

Section I: Technical Bid (electronic copy)

Section II: Financial Bid (electronic copy)

Section III: Certifications (electronic copy)

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

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

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

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

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

2. Proposals should be concise and should address, but not necessarily be limited to, the Statement of Work and Evaluation Criteria. It is suggested that these criteria be addressed in sufficient depth in the proposals. Simply repeating the statements contained in the Statement of Work is not sufficient; the proposals must explain and demonstrate the bidder's knowledge on issues relevant to the study, that the work requirements have been understood, how they will be carried out and any proposed changes. The proposal must include a detailed schedule with a breakdown showing time allocated for specific tasks as well as the resources assigned to each task.

To be awarded points, a project description must contain at a minimum the following information:

- Project title, client name and industry sector;
- Planned and actual dollar values;

- Planned start and finish dates;
- Nature of services provided for the project or study, methodologies and approaches employed;
- Project team members involved and their roles;
- Summary of the project; and
- Name of contact who may be contacted as a reference.

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

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 with the Basis of Payment in Annex B. 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 *each 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.
- (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.

The proposals submitted will be evaluated in accordance with the following criteria: personnel and expertise, understanding, strategy and methodology, quality of the proposal and best value for the Crown.

If no acceptable bids are received, Environment Canada reserves the right to not award this contract.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Mandatory Technical Criteria (page number)

	Mandatory Criteria	Met/Not Met	Page #
M1	The bidder must clearly demonstrate in its proposal that it has a minimum of three (3) years of experience within the last five (5) in operations of scientific instrumentation and air sampling at trace level.		
M2	The resource identified as "Main Site Operator" must individually have a minimum of three (3) years of experience within the last five (5) in operations of scientific instrumentation and air sampling at trace levels.		
M3	The main site operator must have a minimum of three (3) years of experience in organizing logistics for transport of personnel and equipment for field work.		
M4	The Main Site Operator and all team members must be certified in First Aid and CPR. Environment Canada reserves the right to request copies of certification which the bidder must provide upon request.		
M5	The contractor must provide names and coordinates of two references who may be contacted to validate information provided related to similar work or other work done for the private or public sector.		

1.2.2 Point Rated Technical Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the proposal. Environment Canada may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria will be evaluated under the Point Rated Technical Criteria.

	Point-Rated Criteria	Maximum Score	Score	Page #
R1 (Maximum points = 25; Minimum points required = 15)	<p>Proposal demonstrates an understanding of project requirements and addresses the following five aspects:</p> <p>(1) Proposal includes an overview of the duties of site operations. (Maximum of 5 pts)</p> <p>(2) Proposal includes a detailed schedule for site visits throughout the year (Maximum of 5 pts)</p> <p>(3) Proposal presents a plan to respond to unscheduled visits that may occur throughout the year demonstrating an ability to respond within 48 hours. (Maximum of 5 pts)</p> <p>(4) Proposal includes a plan for coordination of transportation on the mountain, both in summer and winter (Maximum of 4 pts), and for both people and equipment. (Maximum of 4 pts)</p> <p>(5) Proposal includes a contingency plan to provide for site operations support if the Main Site Operator becomes unavailable. (Maximum of 2 pts)</p> <p>Points in each of the above sections 1-5 are awarded as follows:</p> <p>Full points: Proposal is clear, and details are provided. Plans and schedules are well defined.</p> <p>Half points: Proposal provides the required overview, plan or schedule but implementation details are missing or unclear.</p> <p>Zero points: Proposal does not present the required overview, plan, or schedule.</p>	25		

<p>R2</p> <p>(Maximum points = 20; Minimum points required = 12)</p>	<p>Safety plan: Points are awarded as follows:</p> <p>(1) The plan demonstrates an understanding of the risks associated with working at the high elevation measurement site on Whistler Mountain (5 pts)</p> <p>(2) The plan demonstrates knowledge of Whistler Blackcomb mountain access procedures in both winter and summer (10 pts).</p> <p>(3) Procedures for safe access in adverse weather conditions (5 pts).</p> <p>Points in each of the above sections 1-3 are awarded as follows:</p> <p>Full points: Safety plan is clear, and details are provided. Procedures are well defined.</p> <p>Half points: Safety plan is provided but procedure details are missing or unclear.</p> <p>Zero points: Proposal does not present the required overview, plan, or schedule.</p>	<p>20</p>		
<p>R3</p> <p>(Maximum points = 5; minimum points required = 3)</p>	<p>Relevant experience in operations of an air quality measurements site.</p> <p>(1 point per person/year of experience up to 5 points; points/experience cannot be combined; points awarded to the person with the most experience)</p>	<p>5</p>		
<p>R4</p> <p>(Maximum points = 10; minimum points required = 6)</p>	<p>Relevant experience in (a) organizing logistics for transport of personnel and equipment on Whistler mountain and (b) experience in skiing and/or snowboarding on Whistler mountain.</p> <p>(1 point per person/year of experience up to 5 points for each of (a) and (b); points/experience cannot be combined; points awarded to the person with the most experience).</p>	<p>10</p>		
	<p>Total Score = 60</p>	<p>60</p>		

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

	Mandatory Financial Criteria (MF)	Met/Not Met
<p>MF1</p>	<p>The total proposal price must not exceed \$69,000.00, (excluding applicable taxes) including the initial contract period and both option periods</p>	

Proposals exceeding this amount will be considered noncompliant and given no further consideration.

2. Basis of Selection

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

The Contractor selection will be based on the highest combined rating of technical merit (proposal, qualifications and experience) and price proposal. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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

The Table 4 illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 86 and the lowest evaluated price is \$41,000.

Table 4. Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/86	72/86	70/86
Bid Evaluated Price	\$48,000.00	\$45,000.00	\$41,000.00
Calculations			
Technical Merit Score	$80/86 \times 70 = 65.12$	$72/86 \times 70 = 58.60$	$70/86 \times 70 = 56.98$
Pricing Score	$41/48 \times 30 = 25.63$	$41/45 \times 30 = 27.33$	$41/41 \times 30 = 30.00$
Combined Rating	90.75	85.93	86.98
Overall Rating	1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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.

PART 6 - RESULTING CONTRACT

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

Title: Collection, evaluation and characterization of biogeochemical background concentration data to inform metals assessments

1. Security Requirement

1.1 There is a security requirement applicable to this Contract.

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 (2015-09-03), 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.

B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions [Professional Services \(Medium Complexity\)](#), must be modified as follows:

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shawn Davis
Title: Regional Manager
Environment Canada
Procurement and Contracting
Address: 200 Sacre Coeur

Telephone: 819-938-3814
E-mail address: shawn.davis@canada.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 *(To be disclosed upon contract award)*

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone:
E-mail address:

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: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) 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.

8 Invoicing Instructions

8.1 Milestone Payment

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
- (i) an accurate and complete claim for payment and any other document 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) all work associated with the milestone and as applicable any deliverable required have been completed and 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 Ontario

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) Modified 2010B General Conditions - [Professional Services \(Medium Complexity\)](#) (*insert date*)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*)

ANNEX A

Statement of Work – Site operator for the Whistler High Elevation Site

Statement of Work:

The Government of Canada, Environment Canada, requires a site operator for operation of the Whistler High Elevation Air Quality site. This site is at the Peak of Whistler Mountain, operates year round, and requires site visits for routine care and operation of instrumentation. Site visits are required once or twice per week as determined by the sampling schedule provided by Environment Canada. Additional site visits may be required for emergency corrective actions or to accompany Environment Canada employees. Response with emergency corrective actions is required within 48 hours. Site access through skiing/snowboarding, hiking or snowshoeing will be required during some parts of the year.

Site operation services include operation of advanced scientific instrumentation, data logging, site maintenance and first level data quality control and assurance.

Background

The Government of Canada, Environment Canada, requires a site operator for the Whistler High Elevation Air Quality site. This site is at the Peak of Whistler Mountain, operates year round, and requires between one and two visits per week for routine care and operation of instrumentation. Additional site visits may be required depending upon operational requirements. Site access through skiing/snowboarding, hiking or snowshoeing will be required during some parts of the year.

PROJECT OBJECTIVES

Site operation services include data logging, instrument operations, site maintenance and first level data quality control and assurance. In addition, the operator will accompany Environment Canada personnel or visiting scientists on site visits as needed.

The site operator will also coordinate logistics for periodic site visits of EC staff and act as liaison between Environment Canada and Whistler Blackcomb.

The site operator will ensure that site visits are scheduled based on the sampling frequency and operational requirements. Each visit will require approximately 2-4 hours on site with approximately 2 additional hours allowed per visit for travel up and down the mountain.

The anticipated sampling schedule for regular operations will require two site visits per week during the months of March, April, June, July, August and September, and one visit per week during the months of January, February, May, October, November, and December. The regular sampling schedule may vary depending on operational requirements and availability of access to

the site. The timing of visits to the site will require co-ordination with the scientific authority in order to ensure uninterrupted operation of the instruments.

Additional site visits may be required to troubleshoot instrumentation or to accompany Environment Canada (EC) staff or collaborators for periodic maintenance or calibrations.

TASKS:

In support of this project, the following services are required:

1. The contractor will provide general maintenance of the Whistler Peak site, including checking the status of the building and instrumentation each visit on arrival and ensuring that the building is secure at the end of each visit, general upkeep of the instrument room e.g. ensuring that the room is clean and trash is removed, de-icing inlets and instruments, shoveling snow.
2. Under the guidance of the Scientific Authority, the contractor will provide site visits throughout the year for instrument maintenance including checking for correct operations and status logging, data logging and downloading, minor software maintenance, instrument reset and power cycling, regular instrument calibrations and spans. The number of visits per month will vary depending on operational requirements and as estimated in the sampling schedule outlined in Table 1.
3. The contractor will collect filter samples (inorganic, organic, and GAPS) as per the sampling schedule determined by the Scientific Authority. The contractor will also package and ship samples to the EC laboratory in Toronto. The frequency of shipping varies with the sampling schedule.
4. The contractor will provide technical support during visits by EC staff or to troubleshoot instrumentation on an as needed basis.
5. On an as needed basis, the contractor will provide logistical support for the transport of personnel and/or equipment to Whistler Peak.
6. Regular monitoring of instrument operations through remote access to the site on an as needed basis.
7. Provide updates to the site operations manual and standard operating procedures.

If the site operator is unable to carry out a site visit, they will arrange for an Environment Canada approved alternate operator or an Environment Canada approved subcontractor to visit the site and carry out the required duties. Each subcontractor is required to satisfy the mandatory criteria for the position.

Operations are dependent on the mountain operations of Whistler Blackcomb and the schedule of visits will vary depending on site accessibility. Safe work procedures must be observed for site visits, including visits when other personnel are in the vicinity (e.g. during normal skiing or working hours when Whistler-Blackcomb or Environment Canada staff are in the vicinity).

Deliverables:

- Site visit with instrument checklist completed, status report sent to Toronto.
- Station logs are completed for all work done on site.

- Seasonal filter change for GAPS network with samples sent to Toronto.
- Filter samples (inorganic and organic) changed as per the sampling schedule. Samples will be sent regularly to the EC laboratory in Toronto. The frequency of shipping varies with the sampling schedule.
- Instruments are calibrated as per the schedule determined by the scientific authority.
- A summary report including a log of site visits and hours worked will be prepared and sent monthly to the scientific authority at EC.
- Payment will be made based on receipt and approval of these reports.
- Updates to the site operations manual, including updated standard operating procedures, will be provided annually.

Level of Effort:

The site is located in mountainous terrain. Safe working procedures must be followed on all site visits, including solo visits or with EC staff or university personnel. The contractor must provide their safety plan in writing for safe access to the site both in summer and winter, including their plan to interface with Whistler Blackcomb staff and adhere with their mountain access procedures.

Task Constraints:

The Whistler High Elevation Site is operated year-round and site access will be required during a wide-range of weather conditions. The operator is responsible for determining their schedule for site visits based on weather and snow conditions to ensure their own safety and the safety of others they may be accompanying to the site. Accessibility to the mountain site can be challenging and requires good physical fitness and proficient use of specialized equipment (such as skis, snowshoes).

The contractor will follow standard operating procedures for the sampling equipment and will be responsible for following all labour code guidelines and health and safety regulations. The site operator must carry personal liability insurance (minimum \$1M).

Eligible Expenses:

Reasonable expenses (such as stationary supplies, telecommunication charges – phone, internet, lift pass) will be accepted and must be approved in advance by the Project Authority.

Expenses for the personal liability insurance will be accepted.

Expenses for training related to operational requirements will be accepted and must be approved in advance by the Project Authority.

The contractor is expected to provide their own ski/snowboard clothing, ski/snowboard equipment, snowshoe equipment.

Schedule:

The following is the estimated schedule and expected level of effort per month.

The actual schedule will be dependent on the weather and the operational requirements as laid out by the scientific authority. It will also depend on Whistler Blackcomb operations and at times will require co-ordination with travel of EC or university staff.

Table 1 is presented as an estimate of the overall maximum level of effort per year. Site visits over and above the regularly scheduled visits will be on an “as needed” basis.

Table 1: Estimated schedule of hours per year for site operator.

Month	Site visits per month	Estimated hours
April	8	40
May	4	20
June	8	40
July	8	40
August	8	40
September	8	40
October	4	20
November	4	20
December	4	20
January	4	20
February	4	20
March	8	40
Total		
Site visits to accompany EC staff (as needed)		100
Additional Site visits for corrective actions (as needed)		100
Reporting and Logistics		95

ANNEX B

BASIS OF PAYMENT

This contract is based on a maximum amount (original contract period + option periods) of \$ _____ (excluding applicable taxes).

Original contract period: April 1 2016 – March 31, 2017

Labour costs	Fixed Price per hour \$ _____	Up to 660 hours estimated per year	\$
Administrative Expenses (e.g training, insurance, lift tickets), up to a maximum of \$4500 per year			\$
Total Price			\$

Note total labour cost = (Fixed Price per hour) x (Estimated number of hours per year)

Option period 1: April 1 2017 – March 31, 2018

Labour costs	Fixed Price per hour \$ _____	Up to 660 hours estimated per year	\$
Administrative Expenses (e.g training, insurance, lift tickets), up to a maximum of \$4500 per year			\$
Total Price			\$

Option period 2: April 1 2018 – March 31, 2019

Labour costs	Fixed Price per hour \$ _____	Up to 660 hours estimated per year	\$
Administrative Expenses (e.g training, insurance, lift tickets), up to a maximum of \$4500 per year			\$
Total Price			\$

Total Maximum contract value = \$69,000 excluding applicable taxes.