RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment Canada / Réception des soumissions - Environnement Canada

Heidi Noble
Environment and Climate Change
Canada
867 Lakeshore Road
Burlington, Ontario L7S 1A1

BID SOLICITATION DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT CANADA

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.

SOUMISSION À: ENVIRONNEMENT CANADA

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).

Title - Titre

Canadian Air and Precipitation Monitoring Network Site Operator in Warsaw, Ontario

EC Bid Solicitation No. /SAP No. – N^0 de la demande de soumissions EC / N^0 SAP

5000025257

Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)

2016-12-22

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

Time Zone – Fuseau horaire
Eastern Standard Time

at – à 2:00 P.M. on – le 2017-01-11

F.O.B – F.A.B

Not Applicable

Address Enquiries to - Adresser toutes questions à

Heidi Noble

Heidi.Noble@canada.ca

Telephone No. – Nº de téléphone

Fax No. – Nº de Fax

905-319-6982

Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)

2018-03-31

Destination - of Services / Destination des services Ontario Region

Security / Sécurité

There is a security requirement associated with this requirement.

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 behalf of Vendor/Firm: (type or print) /

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

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Canadian Air and Precipitation Monitoring Network Site Operator in Warsaw, Ontario.

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:
- 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;
- (b) 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** The Contractor's personnel requiring access to PROTECTED information, assets or work site must EACH hold a valid RELIABILITY STATUS, granted or approved by the Government of Canada.
- 1.2.3 Contractor's personnel requiring access to PROTECTED information, assets or work site(s) not already holding a valid RELIABILITY STATUS, granted or approved by the Government shall ensure that the personnel requiring access to PROTECTED information, assets or work site(s) are security screened to RELIABILITY STATUS at the Contractor's expense.
- **1.2.4** The Contractor must comply with the provisions of the Security Requirements Check List, attached at Annex C.
- **1.2.5** For additional information on security requirements, bidders should refer to the <u>Canadian Industrial Security Directorate (CISD)</u>, <u>Industrial Security Program</u> 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 (2016-04-04) 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 submitted to the Contracting Authority at the address indicated on page 1 of the bid solicitation by November 18, 2016 at 2:00 P.M. (Eastern Standard Time).

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
- 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 seven (7) 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.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (2 hard copies)

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 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.

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 Ontario Region.
- (ii) travel between the successful bidder's place of business and the Ontario Region. 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) 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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

Number	Criterion	Met/Not	Page
		Met	Number
MT1	The Bidder must propose a minimum of two (2) resource(s) and up to a		
	maximum of four (4) resource(s).		
	The Bidder must propose one (1) primary resource and a minimum of one (1)		
	back-up resource and up to a maximum of three (3) back up resource(s).		
	The Bidder must list the names of all proposed resource(s) (individual names).		

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not	Page
		Met	Number
MF1	The maximum budget allocated for this project must not exceed \$55,000.00 which includes the initial contract period and option period 1 and 2, applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		

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 -

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

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder 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.

3. Certifications Required with the Bid

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

- English Language Certification at Annex D
- 2. Daily Service Certification at Annex E
- 3. Access to Reliable Transportation Certification at Annex F
- 4. Working Alone at an Isolated Location Certification at Annex G

PART 6 - RESULTING CONTRACT

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

Title: Canadian Air and Precipitation Monitoring Network Site Operator in Warsaw, Ontario

1. Security Requirement

- 1.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.
 - 1. The Contractor's personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Government of Canada.
 - 2. The attached security requirement checklist (SRCL and related clauses) applies and form part of the Contract found at Annex C.

2. Insurance Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

3. Statement of Work

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

4. 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.

4.1 General Conditions

2010B (2016-04-04), 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."

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"

5. **Term of Contract**

5.1 **Period of the Contract**

The period of the Contract is from April 1, 2017 to March 31, 2018 inclusive.

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. **Authorities**

6.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Heidi Noble Title: Procurement Officer

Environment and Climate Change Canada

Procurement and Contracting

Address: 867 Lakeshore Road, Burlington, Ontario, L7S 1A1

Telephone: 905-319-6982 Facsimile: 905-336-8907

E-mail address: Heidi.Noble@canada.ca

The Technical Authority for the Contract is:

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Technical Authority

Name:			
Title:			
Organization:			
Address:			
Telephone:			
Facsimile:	 	 	
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.

6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name:			
Title <i>:</i>	_		
Organization:			
Address:			
Telephone:		 	
Facsimile:		 	
E-mail address:			

7. 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.

8. Payment

8.1 Basis of Payment

In considera	tion of the Contractor	satisfactorily c	ompleting all of its	obligations under the	Contract, the
Contractor v	vill be paid a firm price	e of \$	(insert the amou	unt at contract award)	. Customs duties
are	(insert "included",	"excluded" OR	"subject to exempt	tion") 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.

8.2 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.

9 Invoicing Instructions

9.1 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
 - 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.

10. Certifications

10.1 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.

11. Applicable Laws

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

12. 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) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, English Language Certification;
- (g) Annex E, Daily Service Certification;
- (h) Annex F, Access to Reliable Transportation Certification;
- (i) Annex G, Working Alone at an Isolated Location Certification;
- 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

Objective:

Environment and Climate Change Canada (ECCC) requires a Contractor for daily technical support at the Candian Air Precipitation Monitoring Network site in Warsaw, Ontario (Warsaw Caves) herein referred to as the CAPMoN Site.

Scope of Work:

The primary focus of the CAPMoN Site is the daily collection of precipitation. Environmental data is collected from both automatic and manual samplers. A contractor is required to attend to the CAPMoN Site to retrieve the precipitation samples and weigh, seal, comment on, and store the samples according to the CAPMoN Standard Operating Procedures (SOPs). The precipitation samples are then packaged and shipped for analysis to the CAPMoN National Laboratory located in Toronto, Ontario, every week. Other daily duties include reading and recording of various gauges, diagnostics, and regular servicing, troubleshooting, and minor repair of a variety of monitoring equipment.

CAPMoN Precipitation Sampling, Shipping, and Maintenance Instructions:

The instruction outlined under Annex A, Statement of Work of the resulting contract is of a general nature. All sampling, shipping, and maintenance shall be performed in accordance with the Site Operations Reference Manual - Precipitation, CAPMoN; the CAPMoN Precipitation Sampling Standard Operating Procedures; and in accordance with any amendments to the aforementioned manual. The daily routine may involve additional collectors, passive samplers and various climatological and meteorological instruments.

Location:

The CAPMoN Site is located 5 kilometres northwest of Warsaw, Ontario, with coordinates N 44°27′ 46.6″ latitude (deg, min, sec), W 78°07′ 48.7″ longitude (deg, min, sec).

Schedule:

The Contractor must perform the Work daily, 365 days per year and 366 days per year in a leap year, between 0700 and 0900 hours Local Standard Time (LST), all functions and records remain on LST all year long.

The Contractor must report by phone once per month to the Technical Authority. The Contractor will be supplied with a phone number and name for emergencies. Only the Technical Authority can make any changes to the sampling program. All changes will be made known to the Contractor, either orally or in writing, or both.

ECCC Will Provide the Contractor:

Reference Material:

- 1. Site Operations Reference Manual Precipitation, CAPMoN; the CAPMoN Precipitation Sampling Standard Operating Procedures (including amendments)
- 2. The Sample History Forms

Equipment

- 1. Monitoring equipment required to perform the Work
- 2. Maintenance equipment required to perform the Work
- 3. Replacement parts for equipment

Training

On-site training in established CAPMoN protocols will be provided by ECCC staff. The training will take place over a three day period, after which the Contractor will be assessed.

Shipping

ECCC is responsible for all shipping costs associated with the Work.

Tasks:

1. Precipitation Sample Collection Procedure:

- a) The Contractor must walk from the designated parking area to the CAPMoN Site, which is between 50 and 100 meters.
- b) Sampling from the daily collectors must be done on a daily basis, and the procedures must be followed regardless of whether precipitation has occurred during the past 24 hours or not. The Sample History Forms must be completed every day. Prior to making a daily sample change, a clean plastic bag must be placed in the spare collector buckets in the sample handling hut using the procedures outlined in the CAPMoN SOP's.
- **c)** Upon arrival at the CAPMoN site, even if precipitation is presently occurring, the following procedure must be followed:
 - i. Check all precipitation collectors for normal functioning.
 - Remove collector buckets containing the past 24 hours sample from the collectors.
 - **iii.** Remove bucket lids from new collector buckets and place these on the collector buckets containing the past 24 hours sample.
 - iv. Install the new collector buckets onto the precipitation collectors.
 - **v.** Measure the amount of precipitation (rain, snow, or mixed) in the appropriate precipitation gauge and record that amount.
- **d)** Upon returning to the storage building the following procedures must be followed to prepare the samples for storage and later shipment:
 - i. Remove the bucket lids from the collector buckets and discard the used lid bags.
 - **ii.** Use clean disposable gloves, remove the sample bags from the collector buckets while avoiding unfolding the top of the sample bags.
 - iii. Place the sample bags, whether dry or containing precipitation in the heat sealer.
 - iv. Remove all the air from the bags and seal them close to the top of the sample. Large samples (500 grams or more) shall be partitioned as per CAPMoN SOP's to prevent breakage and loss during shipment.
 - **v.** Affix correct numbered label to the outside of the bags.
 - vi. Check the weighing scale with the 200-gram reference weight and record indicated weight on the Sample History Form.
 - **vii.** Place the sealed sample bags on the scale and record its weight on the Sample History Form.

- **viii.** Place the sample bags, whether dry or containing precipitation into a plastic container and store in the refrigerator.
- ix. Complete all required entries on the Sample History Form using appropriate codes, and using one line for each day.

2. CAPMoN Collector Maintenance:

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

CAPMoN Precipitation Samples Environment and Climate Change Canada 4905 Dufferin Street Toronto, Ontario M3H 5T4

The Contractor will be supplied with preprinted manifests and must ensure the samples are delivered to or picked up by the designated courier. The Contractor must also pick up empty shipping containers at the closest Canada Post outlet on a weekly basis.

3. Passive Sampler Maintenance:

- a) The Contractor must set out and retrieve Global Atmospheric Passive Sampling (GAPS) network samples on a quarterly (January, April, July and October) basis.
- b) At the start of each quarter the Contractor must remove the polyurethane foam (PUF) sample and store the exposed sample in the supplied glass jar. Ensure the removal date and time is written on the jar.
- c) The Contractor must deploy the new PUF sample in the sampler housing. Ensure the site location and start date and time of the sampling period are written on the jar.
- d) The Contractor must ship the samples from the previous year back to Environment and Climate Change Canada in Toronto, Ontario at the start of the calendar year. The

samples are shipped in the same box that they were received in using the supplied preprinted Bill of Lading to:

> Dr. Tom Harner Environment and Climate Change Canada 4905 Dufferin Street Toronto, Ontario M3H 5T4

4. Routine Site Maintenance:

The Contractor is responsible for routine site maintenance including:

- a) Keeping the sample hut clean, the Contractor must clean and wash the interior counters and floor of the building when required using only distilled water and dust must be swept or vacuumed as required. All equipment and supplies will be provided by ECCC),
- **b)** Removing the snow off the sampling hut stairs and deck as required.
- c) Grass cutting to keep the vegetation within the fenced or designated compound area (30mx30m) at an acceptable height (~15cm).
- **d)** The general cleanliness of the immediate sampling location is the responsibility of the contractor, including the removal of garbage/waste from the site.

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

General Conditions:

- 1 The Contractor's proposed resource(s) must service the measurement site at least once per month in order to maintain their proficiency at performing the tasks. Extended periods of not completing sample changes results in poor or compromised samples due to lack of familiarity of procedures.
- 2 The Contractor and proposed resource(s) must be available for one inspection each year as well as for certifications as required. The inspection and certifications will be during normal sample collection periods and will take less than 2 hours each.
- 3 The Contractor must have knowledge of daily local weather conditions.
- 4 Smoking is not permitted within 500 meters of the compound. Vehicles must not approach closer than the designated parking area. The Contractor must not enter the building with contaminated clothing or footwear.
- 5 The Contractor must not bring toxic or contaminating compounds such as oil based products, soaps, disinfectants, or insect repellents to the CAPMoN Site. No paints, solvents or glues must be used onsite or in the vicinity of the compound.
- The Contractor must contribute to the security of the site by adhering to the use of locks where applied. Any suspicious activity or tampering of the site equipment must be reported to the Technical Authority, as should any event or activity that may compromise the sampling integrity.

Estimated Time Required:

Daily	Minutes	Hours
Precipitation Sample Collection & Associated Gauges	30	0.5
Weekly total:		3.5
Annual Sub-total:		182

Weekly	Minutes	Hours
Shipping	30	0.5
Weekly total:		0.5
Annual Sub-total:		26.0

Monthly	Minutes	Hours
Hood gasket change	15	0.25
Monthly total:		0.25
Annual Sub-total:		3.0

Quarterly	Minutes	Hours
Passive sample (GAPS) change	30	0.50
Quarterly total:		0.50
Annual Sub-total:		2.0

As Required	Minutes	Hours
Cleaning of building counter/floor (12)	15	3.0
Removal of snow from stairs/deck/path		10.0
Grass cutting around instruments (6)	30	3.0
Passive sample (GAPS) sample shipping (1/year)	30	0.5
As required total:		16.5
Annual Sub-total:		16.5

Total of approximately 229.5 hours.

Firm Price for Period 1

(one year period) (A) * (B)

ANNEX B

BASIS OF PAYMENT

Initial Contract Period: April 1, 2017 to March 31, 2018 - CAPMON Site Operator

Number of Days for

Period 1 (one year period)

The Contractor will be paid as follows:

Fixed Price per Day (A)

	()				
\$	365 Days	\$			
Total Price for Initial Contract Period: \$(applicable taxes extra)					
Option Year 1: April 1, 2018	to March 31, 2019 – CAPMoN 9	Site Operator			
Fixed Price per Day (A)	Number of Days for Period 1 (one year period) (B)	Firm Price for Period 1 (one year period) (A) * (B)			
\$	365 Days	\$			
Total Price for Option Year 1: \$(applicable taxes extra)					

Option Year 2: April 1, 2019 to March 31, 2020 – CAPMoN Site Operator					
Fixed Price per Day (A)	Number of Days for Period 1 (one year period) (B)	Firm Price for Period 1 (one year period) (A) * (B)			
\$	366 Days	\$			
Total Price for Option Year 2: \$(applicable taxes extra)					
	g initial contract and options 1	and 2:			

\$_____(applicable taxes extra)

Contract Number / Numéro du contrat

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

	Government of Canada	Gouvernement du Canada			Contra	act Number / Numéro du cont	rat		
					Security Cla	assification / Classification de	sécurité		
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	i operator t field sites.	o collect all qu	ianty samples at th	e Canadia	ın Alı anı	d Precipitation Mon	itoring ive	etwork	
5. a) Will the sur	oplier require acc	cess to Controlled Go					No	Yes	
		ès à des marchandise cess to unclassified n	es controlees? nilitary technical data subjec	t to the provisio	ns of the Te	chnical Data Control	Non No	Oui Yes	
Regulation Le fourniss	s?	ès à des données tec		•		ux dispositions du Règlement	Non	Oui	
		quired / Indiquer le ty							
Le fourniss (Specify the	eur ainsi que les e level of access	employés auront-ils using the chart in Qu	ss to PROTECTED and/or (accès à des renselgnemen sestion 7. c) si qui se trouve à la question	ts ou à des bien			No Non	Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIÉS n'est pas autorisé.									
			ent with no overnight storag on commerciale sans entre		?		No Non	Yes Oui	
7. a) Indicate the	Г	tion that the supplier			d'informatio	n auquel le fournisseur devra			
~ 5 .	Canada	100 1 - 1 - 1 - 1 - 1 - 1 - 1	NATO / OTAN	1		Foreign / Étranger			
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7 c) Level of inf	ormation / Nivea	u d'information							
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PART A (continued) I PARTIE A (suite) 8. Will the supplier require access to PROTECTED and the supplier require access to PROTECTED and the supplier require access à des renseignements if Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité Dans l'affirmative, indiquer le niveau de sensibilité	and/or CLASSIFIED COMSEC information or assets? nts ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? à :	No Yes Non Oui				
9. Will the supplier require access to extremely sens		No Yes Non Oui				
Short Title(s) of material / Titre(s) abrégé(s) du ma Document Number / Numéro du document :	atériel :					
PART B - PERSONNEL (SUPPLIER) / PARTIE B - 10. a) Personnel security screening level required / N	PERSONNEL (FOURNISSEUR) Viveau de contrôle de la sécurité du personnel requis					
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SITE ACCESS ACCÈS AUX EMPLACEMENTS						
Special comments: Commentaires spéciaux :						
REMARQUE : Si plusieurs niveaux	are identified, a Security Classification Guide must be provided. de contrôle de sécurité sont requis, un guide de classification de la sécurité doit êtr					
May unscreened personnel be used for portion Du personnel sans autorisation sécuritaire per		No Yes Non Oui				
If Yes, will unscreened personnel be escorted Dans l'affirmative, le personnel en question se		No Yes Non Oui				
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)						
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED-information or assets on its site or						
premises?	premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou					
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Non Oui						
PRODUCTION						
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du foumisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉSÉ et/ou CLASSIFIÉ?						
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)						
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGES et/ou CLASSIFIÉS?						
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes Oui						
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Gouvernement du Canada Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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ANNEX D

ENGLISH LANGUAGE CERTIFICATION

The Bidder and all proposed resource(s) who will perform Work under the resulting Contract must fluently communicate in English, both orally and in writing. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

ENGLISH LANGUAGE CERTIFICATION

The Bidder certifies that the Bidder and all proposed resource(s) who will perform Work under the resulting Contract will fluently communicate in English, both orally and in writing.

Name of the Bidder:	
Signature of the Bidder:	
Solicitation Number:	
Date Signed:	

ANNEX E

DAILY SERVICE CERTIFICATION

The Bidder and all proposed resource(s) who will perform Work under the resulting Contract must perform the Work between 0700 and 0900 Local Standard Time, 365 days per year and 366 days in a leap year. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

DAILY SERVICE CERTIFICATION

The Bidder certifies that that the Bidder and all proposed resource(s) who will perform Work under the resulting Contract will perform the Work between 0700 and 0900 Local Standard Time, 365 days per year and 366 days in a leap year.

Name of the Bidder:	
Signature of the Bidder:	
C	
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Conolitation (Validoci).	
Date Signed:	

ANNEX F

ACCESS TO RELIABLE TRANSPORTATION CERTIFICATION

The Bidder and all proposed resource(s) who will perform Work under the resulting Contract must have access to reliable transportation to and from the work site. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

ACCESS TO RELIABLE TRANSPORTATION CERTIFICATION

The Bidder certifies that the Bidder and all proposed resource(s) who will perform Work under the resulting Contract will have access to reliable transportation to and from the work site.

Name of the Bidder:	
Signature of the Bidder:	
Solicitation Number:	
Date Signed:	

ANNEX G

WORKING ALONE AT AN ISOLATED LOCATION CERTIFICATION

The Bidder and all proposed resource(s) who will perform Work under the resulting Contract must ensure the issue of working alone at an isolated location is addressed by using a buddy type system. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

WORKING ALONE AT AN ISOLATED LOCATION CERTIFICATION

The Bidder certifies that the Bidder and all proposed resource(s) who will perform Work under the resulting Contract will ensure the issue of working alone at an isolated location is addressed by using a buddy type system.

A buddy type system must designate a person responsible to ensure that the Bidder or the proposed resource has returned from the work site each day.

Name of the Bidder:	
Signature of the Bidder:	
Solicitation Number:	
Date Signed:	