

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Environment Canada (BIDS) Mailroom 171 Jean-Proulx Gatineau, Quebec J8Z 1W5

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

Operator, Global Atmosphere Watch Observatory, Alert, Nunavut

EC Bid Solicitation No. /SAP No. – $N^{\rm o}$ de la demande de soumissions EC / $N^{\rm o}$ SAP

5000025220

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

2017-06-23

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

Time Zone – Fuseau horaire

Eastern Daylight Time

at - à 3:00 P.M. on - le 2017-07-17

F.O.B – F.A.B

Not applicable

Address Enquiries to - Adresser toutes questions à Shawn Davis

shawn.davis@canada.ca

Telephone No. – Nº de téléphone

Fax No. – Nº de Fax

819-938-3814

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

2017-07-31

Destination - of Services / Destination des services

Alert, Nunavut

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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TITLE: Operator, Global Atmosphere Watch Observatory, Alert NU

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Mandatory Technical Criteria and Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the English Language Certification, the Working in Extreme Conditions in a Military Environment, the Medical and Dental Examination Prior to Departing to Alert and the Working Knowledge of Microsoft Windows Operating System and Microsoft Office

2. Summary

- 2.1 The Climate Chemistry and Measurements Research Section of Environment and Climate Change Canada (ECCC), requires a contract operator for its baseline air chemistry observatory at Alert, Nunavut. Alert is the most northerly site in the World Meteorological Organization's Global Atmosphere Watch monitoring network. At the Alert site, ECCC maintains a number of measurement programs for various greenhouse gases, ozone, aerosols, solar radiation and other trace species. It also maintains atmospheric measurement programs for international partner agencies from Germany, Australia, and the United States of America. The period of the contract is from contract award to August 31, 2018.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security (and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions: 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

2.5 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs): Nunavut Land Claims Agreement (1993).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC <u>Standard Acquisition Clauses and Conditions Manual</u> (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

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

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform 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 five (5) 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 Nunavut.

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 separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (2 hard copies)

Section IV: Work Plan (2 hard copies)

The Work Plan must identify milestones and how the Bidder will achieve objectives.

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

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

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

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

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

(3) print on both sides of the paper.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Section II: Financial Bid

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

1.4 Price Breakdown

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

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, 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 7, Resulting Contract of the bid solicitation required to be performed within Nunavut and
- (ii) travel between the successful bidder's place of business and Nunavut.

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

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate,

on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.

- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the Work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.5** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by 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

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

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.

1.1.1 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

To be considered responsive, a bidder must obtain the required minimum score in each of the criteria in the Point Rated Technical Criteria.

Point Rated Technical Criteria is included in Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory financial criteria;

and

- (c) obtain the required minimum points in each of the criteria in the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. 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.
- 4. 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%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. 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 below 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 equals 100 and the lowest evaluated price is \$75,000 (75).

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	70/75	55/75	60/75
Bid Evaluated Price	\$85,000.00	\$80,000.00	\$75,000.00
<u>Calculations</u>			
Technical Merit Score	$70/75 \times 70 = 65.33$	55/75 x 70 = 51.33	$60/75 \times 70 = 56$
Pricing Score	85/87 x 30 = 29.31	$80/87 \times 30 = 27.59$	75/87 x 30 = 25.86
Combined Rating	94.64	78.92	81.86
Overall Rating	1 st	3 rd	2 nd

ATTACHMENT 1 TO PART 4 MANDATORY TECHNICAL CRITERIA POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria

	Table 1: Mandatory Evaluation Criteria									
Criteria	Description	Met/Not Met	Page # Reference							
M1	Bidders must be Canadian citizens.									
M2	Bidders must be fluent in written and spoken English.									
М3	Bidders must demonstrate, by providing a copy of a certificate, recent* WHIMIS training included with the bid.									
M4	Bidders must demonstrate, by providing a copy of a certificate, recent [#] Standard (or greater) First Aid training included with the bid.									
M5	Bidders must possess a valid Canadian Class G driver's license or higher. A copy of the license must be included with the bid.									

^{*} Recent WHIMIS training = within last 5 years

[#] Recent First Aid training = within 2 years

Point Rated Technical Criteria

	Table 2: Technical Rated Evaluation Criteria								
Evaluation Criteria	Description	Maximum points Score							
Qualifications	& Experience								
P1	 Post-Secondary Education credentials (M3) Master's Degree or greater in Science or Engineering = 20 pts Bachelor's degree in Science, Engineering or Environmental studies = 15 pts Diploma in Physical Sciences or Environmental Studies from College or Technical Institute = 10 pts 	20	(Minimum required = 10)						
P2	Bidder demonstrates previous laboratory experience related to atmospheric or environmental sciences. • 1 point per month of atmospheric laboratory experience demonstrated in this proposal. Up to a maximum of 20pts.	20	(Minimum required = 10)						
P3	Bidder demonstrates previous experience completing outdoor/field work. • 5 points per month of outdoor/field work demonstrated in an isolated and/or harsh environment. • 1 point per month of outdoor/field work demonstrated in a NON- isolated or harsh environment.	15	(Minimum required =10)						
P5	Up to a maximum of 15pts. Bidder demonstrates previous experience related to training or teaching in any subject: • 1 point per month of training or teaching demonstrated in this proposal. Up to a maximum of 10pts	10	(Minimum required =1)						
Work Plan									
P6	Does the Work Plan identify milestones and how the Bidder will achieve objectives?	10							
	The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work; a clear plan has been considered to overcome		(Minimum required =8)						

challenges and data gaps to mitigate the risks; - 10 pts	
The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work; a clear plan has been considered to overcome challenges and data gaps to mitigate the risks; - 8 pts	
The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work; a vague plan has been considered to overcome challenges and data gaps to mitigate the risks; - 4 pts	
The proposal is missing information related to the milestones, timelines and deliverables for the requirements identified in the Statement of Work; a plan has not been considered to overcome challenges and data gaps to mitigate the risks; - 0 pts	

^{*}recent = within the last two (2) years

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.

2.2 Education and Experience

PWGSC SACC Manual clause A3010T (2010-08-16) Education and Experience

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

PART 6 - SECURITY

1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
- 1.1 Before award of a contract, the following conditions must be met:
- (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 Resulting Contract Clauses:
- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
 - 1.1.1 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.
 - 1.1.2 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.
- 1.1.3 The Contractor must comply with the provisions of the Security Requirements Check List, attached at Annex C.
- 1.3 For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsqc-pwqsc.qc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT

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

Title:

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC Standard Acquisition Clauses and Conditions Manual_(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010B (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."

Canada to own Intellectual Property rights in Copyright

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.

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"

3. Security Requirement

- **3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.
 - 3.1.1 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.
- 3.2 The attach security requirement checklist (SRCL and related clauses) applies and form part of the Contract found at Annex C.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2018 inclusive.

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

The Technical Authority for the Contract is:

TBD

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

The Contractor's Representative for the Contract is:

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

Contra	sideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ctor will be paid a firm price of \$ (insert the amount at contract award). Customs duties luded and Applicable Taxes are extra.
	a will not pay the Contractor for any design changes, modifications or interpretations of the Work they have been approved, in writing, by the Contracting Authority before their incorporation into ork.
7.2	Limitation of Expenditure
(a)	Canada's total liability to the Contractor under the Contract must not exceed \$ Customs duties are included and the Applicable Taxes are extra.
(b)	No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
	(i) when it is 75 percent committed, or
	(ii) four (4) months before the contract expiry date, or
	(iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
W	nichever 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	Progress Payments
8.1.1	The Contractor must submit invoices Monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
8.1.2	Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to percent of the amount claimed and approved by Canada if:
(a)	an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
(b)	the amount claimed is in accordance with the basis of payment;
(c)	the total amount for all progress payments paid by Canada does not exceed percent of the total amount to be paid under the Contract:

- (d) all such documents have been verified by Canada;
- (e) the Work delivered has been accepted by Canada.
- 8.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 8.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

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 Nunavut.

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) 2010B General Conditions <u>- Professional Services (Medium Complexity (</u>2016-04-04) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (if applicable);
- (f) Annex D, English Language Certification
- (g) Annex E, Working in Extreme Conditions in a Military Environment
- (h) Annex F, Medical and Dental Examination Prior to Departing to Alert
- (i) Annex G, Working Knowledge of Microsoft Windows Operating Systems and Microsoft Office
- (j) the Contractor's bid dated _____, (insert date of bid if the bid was clarified or amended, insert

12. Insurance

PWGSC SACC Manual clause G1005C (2016-01-28) Insurance

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

ANNEX A STATEMENT OF WORK

Title: Operator, Global Atmosphere Watch Observatory, Alert NU

Terminology:

CFS – Canadian Forces Station
DND – Department of National Defence
ECCC – Environment and Climate Change Canada
Flagging – Marking data as invalid due to local influence
SOP – Standard Operating Procedure

SW 1 Background:

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

SW 2 Objective and Scope of Work:

The Contractor is required to operate, maintain and calibrate the air quality, precipitation and meteorological instruments and data logging equipment at the Alert Observatory. The Contractor is also required to run data collection and quality control routines on the baseline air chemistry data and prepare routine reports. Also included in the Contractor's responsibilities are the maintenance of buildings and vehicles, liaising with local Department of National Defence (DND) station staff and other duties related to the day to day operation of the station.

The Contractor, reporting directly to the Technical Authority, must maintain all scientific programs at the Alert Observatory.

SW 3 Tasks:

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

- 1. Operating, calibrating and minor trouble-shooting of air quality, precipitation and meteorological instrumentation and related data logging equipment at the Alert Observatory.
- 2. Obtaining grab samples for the various flask sampling programs at the Alert Observatory including the shipping of flasks and the recording of relevant meteorological data.
- 3. Maintaining the aerosol and precipitation sampling programs and shipping of samples.
- 4. Running data collection, analysis and quality control routines on the Alert Observatory data. Keeping detailed log records for each monitoring program and preparing a weekly status report. Maintain the Excel database of sampling records and check sheets, mailing copies of the data to the Technical Authority and performing regular backups on the data.

5. Basic maintenance to the Alert Observatory and office areas. This includes, ensuring that the Alert Observatory and office area are kept clean and well organized at all times. Floors must be swept and mopped as required to remove dust and dirt accumulation. Instrument benches must be vacuumed weekly to remove dust buildup. Garbage cans must be emptied weekly and disposed of according to current Canadian Forces Station Alert environmental policy. Lightbulbs must be changed as required. Snow must be shoveled from all entrances, stairways, and work platforms. Maintaining an inventory of operational supplies and shipping and receiving of flasks, gas cylinders, samples and equipment. A monthly Occupational Health and Safety inspection report must be completed and any noted deficiencies must be reported to the Technical Authority in writing. The Contractor will endeavor to ensure safe working conditions and wellbeing of the Alert Observatory staff at all times.

- 6. Basic vehicle maintenance as follows: daily circle check must be made before vehicle operation. Weekly inspection check sheet will be completed on fluids, belts, hoses, Mattracks system. Deficiencies must be reported to the Technical Authority in writing.
- 7. Interacting with DND and other station personnel to facilitate the operation of the monitoring program. Conducting tours of the Alert Observatory and office area for visitors and DND inspections.
- 8. Provide knowledge transfer to a Co-op student at Alert every four months to assist with the regular duties, and providing on site familiarization training for the next Contract Operator.
- 9. Providing support for visiting scientists and technicians who are in Alert for routine maintenance trips. This involves driving them to the Alert Observatory on an as needed basis. Providing general technical assistance as well as loading and/or unloading equipment and supplies from vehicles to the Alert Observatory.
- 10. Summer maintenance and clean-up duties on equipment and Alert Observatory grounds on an as required basis. This includes: visual inspection of exterior building envelope, exterior sample lines, exterior instruments, stairways, platforms and safety lines. Deficiencies will be reported to the Technical Authority in writing for repair action. In addition, any scrap packing or building materials will be gathered and disposed of locally according to current CFS Alert environmental policy.
- 11. The Final Summary Report on the status of all the measurement programs, vehicle maintenance history, maintenance history for ECCC facilities and the status of data processing and flagging for the period covering the Contractor's posting in Alert as a contract operator.
- 12. Incorporate revisions to the Alert Observatory SOP manual introduced by scientific program principle investigators over the course of the Contract. Recommend further additions to the SOP to address issues or problems experienced.

The core operating hours in Alert are from 8:00 a.m. to 4:00 p.m. from Monday to Friday and it is expected that the Contractor will complete work under the Contract during the core operating hours. The Contractor will be on call during all off hours (including weekends and holidays) in case emergency repairs are required. Regular remote monitoring of the laboratory instruments must also be maintained on all days that the Contractor is not physically visiting the laboratory (including weekends). The Contractor must be willing to work beyond the core operating hours should there be an operational requirement.

SW 4 Deliverables:

1. Weekly check sheets, a weekly status report, weekly processed and quality controlled data for all the parameters measured at the Alert Observatory, weekly vehicle inspection reports, calibration results, data printouts, sampled flasks, sampled filters, and compressed air samples.

2. Regular electronic and verbal communications on the status of the measurements programs, equipment, vehicles, and ECCC facilities in Alert.

- 3. The Final Summary Report, written in Microsoft WORD format, must be submitted to the Technical Authority by August 31, 2018.
- 4. An updated version of the Alert Observatory SOP manual, written in Microsoft WORD, containing all revisions to new or existing measurement procedures in the Alert Observatory. The revised draft of the Alert Observatory SOP manual must be submitted to the Technical Authority by August 31, 2018.

SW 5 Language:

The Contractor who will perform Work under the resulting Contract must fluently communicate in English, both orally and in writing.

SW 6 Travel Considerations:

ECCC will cover the cost of room and board for the duration of the Work under the Contract in Alert. The Contractor will be entitled to claim travel expenses for transportation, meals and accommodation in accordance with the Government of Canada's Treasury Board Policy for travel between Alert and their primary residence.

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

SW 7 Government Supplied Materiel and Training:

Program familiarization will be provided by the current Contractor at the Alert Observatory. The Contractor will receive relevant information on gas chromatographs, Picarro analyzer, aerosol measurements, Brewer ultra-violet spectrometers, Teco ozone analyzer, solar radiation measuring suite, meteorological instruments and toxics and aerosol high volume samplers. Familiarization on facilities mechanical and electrical systems as well as vehicles will also be provided in Alert.

All of the air quality, precipitation, meteorological and data logging instruments that the Contractor operates are present at the Alert Observatory. The maintenance of the instrumentation is done on site at the Alert Observatory. The Contractor has access to a computer, a printer and the appropriate software at the Alert Observatory office facility in order to maintain the Alert database and write routine status reports. Flasks for the flask programs are shipped to the Contractor in Alert on a regular basis by ECCC. Any repairs to the equipment and vehicles may only be carried out with the authorization of the Technical Authority or the appropriate principal investigator. If equipment cannot be repaired by the Contractor on site after consultation with the Technical Authority, arrangements will be made to have the equipment shipped to ECCC's location in Downsview, Ontario for repair.

The Technical Authority and Alert Observatory staff will brief the Contractor on the relevant safety precautions which must be followed when working and travelling in Alert. Due to the isolated location, the Contractor will be required to purchase medical evacuation insurance for the period covering travel to and from Alert and while residing in Alert.

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

SW 8 Confidentiality:

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

SW 9 Communications:

During the Contract period the Contractor shall remain in regular contact with the Technical Authority identified in the Contract either by telephone or email to ensure the project is progressing well. Communications will occur as per an agreed schedule for the duration of the project.

S10 Medical Examination:

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

S11 Work Conditions:

- 1. Working in extreme conditions in a military environment. Extreme conditions include long, cold winters with several months of darkness.
- 2. Exposure to Arctic wildlife including arctic hares, foxes and wolves.
- 3. Performance of physical labor, including frequent lifting/carrying/transporting heavy loads up to 50 lbs.
- 4. Access to only two medical staff and a doctor is not available.

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid as	s follows:	
For the period of contract awa	ard to August 31, 2018.	
Fixed price per day	\$	
Number of days	estimated397	
Firm Prices	\$	(applicable taxes extra)

ANNEX C SECURITY REQUIREMENTS CHECK LIST

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ANNEX D

ENGLISH LANGUAGE CERTIFICATION

The Bidder 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.

The Bidder certifies that the Bidder 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

WORKING IN EXTREME CONDITIONS IN A MILITARY ENVIRONMENT

The Bidder who will perform Work under the resulting Contract must perform the Work in extreme conditions in a military environment. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

The Bidder certifies that the Bidder who will perform Work under the resulting Contract will perform the Work in extreme conditions in a military environment.

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

ANNEX F

MEDICAL AND DENTAL EXAMINATION PRIOR TO DEPARTING TO ALERT

The Bidder who will perform Work under the resulting Contract must have a medical examination and have a dental examination prior to departing for Alert. The Bidder must cover the cost of these examinations and will be required to fill out a medical history form to be submitted to the DND medical staff at CFS Alert. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

The Bidder certifies that the Bidder who will perform Work under the resulting Contract will have a medical examination and have a dental examination prior to departing for Alert. The Bidder will cover the cost of these examinations and will fill out a medical history form to be submitted to the DND medical staff at CFS Alert.

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

ANNEX G

WORKING KNOWLEDGE OF MICROSOFT WINDOWS OPERATING SYSTEM AND MICROSOFT OFFICE

The Bidder who will perform Work under the resulting Contract must have a working knowledge of Microsoft Windows operating system and Microsoft Office. In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign and submit the following certification with the proposal.

The Bidder certifies that the Bidder who will perform Work under the resulting Contract has a working knowledge of Microsoft Windows operating system and Microsoft Office

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