### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9

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

Operation of the ticket counter at the Biosphere

EC Bid Solicitation No. /SAP No. –  $N^{\circ}$  de la demande de soumissions EC /  $N^{\circ}$  SAP 5000032446

Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-09-29

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

Time Zone – Fuseau horaire

**Est Standard Time (EST)** 

at – à 2:00 P.M. on – le 14-11-2017

F.O.B - F.A.B Destination

Address Enquiries to - Adresser toutes questions à Moufid.samri@canada.ca

Telephone No. – Nº de téléphone 514-496-2617

Fax No. – Nº de Fax

Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 01-01-2018

**Destination - of Services / Destination des services**La Biosphère - Région du Québec (QC)

#### Security / Sécurité

A security requirement applies to this solicitation

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 personné autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

**Signature** 

**Date** 

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#### **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 Requirements; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Suppliers, a Financial Bid Presentation Sheet and Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements, Insurance Requirements, and employee certification

#### 2. Summary

- 2.1 Environment Canada requires the services of a company with experience operating a ticket counter and reception service in similar institutions such as museums, interpretation centres or tourist institutions, as specified in the statement of work (see Annex A of the call for tenders). The length of the contract is 12 months from that date, inclusive, with the potential of two (2) extensions of one (1) year each.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements (*revise the title if modified in Part 6, as applicable*), 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 (<a href="http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html">http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</a>).
- 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 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and Canadian Free Trade Agreement (CFTA).

#### 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

#### **At Section 02 Procurement Business Number**

**Delete:** In its entirety **Insert:** "Deleted"

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

**Delete:** In its entirety

Insert: "send its bid only to Environment Canada (EC) as specified on page 1 of the bid

solicitation or to the address specified in the bid solicitation;"

#### At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

#### At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

**Delete:** In its entirety **Insert:** "Deleted"

#### 2. Submission of Bids

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.

Bids can be be transmitted by Email to moufid.samri@canada.ca

#### 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 (05) 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 Québec

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. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held

At: 160 Chemin du Tours-de-L' Isle – Montréal, Québec H3C 4G8.

On: 19 october 2017. The site visit will begin at: 11:00 am

Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

#### 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 01 hard copy and 01 soft copy in PDF format by email to

moufid.samri@canada.ca

Section II: Financial Bid 01 hard copy and 01 soft copy in PDF format by email to

moufid.samri@canada.ca

Section III: Certifications 01 hard copy and 01 soft copy in PDF format by email to

moufid.samri@canada.ca

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

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

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

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

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

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

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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

Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3. The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

### ATTACHMENT 01 TO PART 3 - FINANCIAL BID PRESENTATION SHEET

The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Cdn \$) for each of the resource categories identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data

### **Contrat Period**

January 01 st, 2018 to December 31 st, 2018

(A)	(B)	(C)	(D)
Position	Estimate Number of Hours	Firm Hour Rate Cost	Cost [B x C]
Customer Service Representatives	4750	\$	\$
Supervisor	1600	\$	\$
Total A			\$

### **1st period Optional extension**

January 01 st, 2019 to December 31 st, 2019

(A)	(B)	(C)	(D)
Position	Estimate Number of Hours	Firm Hour Rate Cost	Cost [B x C]
Customer Service Representatives	4750	\$	\$
Supervisor	1600	\$	\$
Total A			\$

# **2nd period Optional extension**January 01 st , 2020 to December 31st , , 2020

(A)	(B)	(C)	(D)
Position	Estimate Number of Hours	Firm Hour Rate Cost	Cost [B x C]
Customer Service Representatives	4750	\$	\$
Supervisor	1600	\$	\$
Total A \$			

\$ Value of submission for EVALUATION: (A) + (B) + (C)
\$ Taxes 13%
\$ TOTAL

#### 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 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 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 01 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.

- **1.2.2** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee."
- **1.2.3** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 01 to Part 3.
- 2. 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; and
    - b. meet all mandatory criteria; and
    - c. obtain the required minimum of **70** points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of **100** points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

- The selection 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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidders		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Calculs			
Technical Merit Score	115/135 x 60 = 51,11	$89/135 \times 60 = 39,56$	$92/135 \times 60 = 40,89$
Pricing Score	45/55 x 40 = 32,73	45/50 x 40 = 36,00	45/45 x 40 = 40,00
Combined Rating	83,84	75,56	80,89
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

### ATTACHMENT 01 TO PART 4, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

#### 1- MANDATORY CRITERIA

The mandatory requirements are essential and must be met by the contractor for performing the required tasks and producing the deliverables specified in the statement of work. The information provided about the bidder must clearly describe how the latter meets the criteria. If there are any mandatory criteria that the bidder does not demonstrate that it meets, those criteria will be considered "unmet." In the table below, the bidder must provide examples and reference information (that can be verified by the technical authority) pertaining to its experience.

No	MANDATORY CRITERIA	
1	In its bid, the bidder must designate one (1) supervisor and two (2) customer service representatives (three (3) resources in total). To demonstrate that it meets this requirement, the bidder must:  i. provide the name of the resource; and  ii. identify the resource's role, whether he/she is acting as supervisor or customer service representative.	
2	For each proposed resource, the bidder must provide a signed letter confirming the resource's availability and willingness to perform the work under the resulting contract.  To do so, the bidder must use the template provided in Annex E, Letter of Availability and Willingness to Perform the Work under a Resulting Contract, for each proposed resource.	
3	The bidder must submit its plan for collecting the funds from ticket counter sales. The plan must include training the resources on the security measures that the contractor will implement for collecting and managing the funds.	

### 2 - RATED TECHNICAL CRITERIA Bidder's corporate experience (40 points)

	RATED CRITERIA	POINTS AWARDED	MAXIMUM POINTS	
C1	Staffing plan  The bidder must detail its plan for assigning staff dedicated to the work under the contract.	The bidder's plan includes a schedule showing the allocation of tasks among the resources assigned to the contract, including plans for ensuring service continuity during vacation or travel periods, or when someone is away. (20 points)	20 points	
C2	Bidder's corporate experience  The bidder must demonstrate its experience managing similar contracts in museums, environmental interpretation centres or tourist institutions.	Five (5) points for each year of experience managing similar contracts, to a maximum of 20 (twenty) points.  * Note: points will be awarded only for the bidder's corporate experience (i.e. the firm's experience).  No points will be awarded under this criteria for the experience of individuals, including the supervisor and the customer service representatives.	20 points	
Sup	Supervisor's experience (20 points)			
	Experience supervising employees: staff hiring and training	One (1) point for each year of substantial experience, to a maximum of ten (10) points  Experience of less than one (1) year will be given a score of zero (0)	10 points	
C7	Experience performing similar contracts, as indicated in Annex A	One (1) point for each year of substantial experience, to a maximum of ten (10) points.  Experience of less than one (1) year will be given a score of zero (0).	10 points	

<u>Exp</u>	Experience of the staff assigned to the contract (40 points)				
Cus	tomer service representative #	£1 (10 points)			
	Relevant experience in performing similar contracts, as indicated in Annex A	Two (2) points for each year of substantial experience, to a maximum of ten (10) points  Experience of less than one (1) year will be given a score of zero (0)	10 points		
C8	Seniority of the staff within the company	Two (2) points for each year of substantial experience, to a maximum of ten (10) points.  Experience of less than one (1) year will be given a score of zero (0)	10 points		
	Customer service representative #2 (10 points)				
	Relevant experience performing similar contracts in aerology and meteorology, as indicated in Annex A	Two (2) points for each year of substantial experience, to a maximum of ten (10) points  Experience of less than one (1) year will be given a score of zero (0)	10 points		
	Seniority of the staff within the company	Two (2) points for each year of substantial experience, to a maximum of ten (10) points  Experience of less than one (1) year will be given a score of zero (0)	10 points		
Minimum pass score (70%) 70 points					
Total score 100 points					

#### **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.

#### **PART 6 – SECURITY REQUIREMENTS**

#### 1. Security Requirement

- (a) Before award of a contract, the following conditions **must be met:** 
  - (i) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
  - (ii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance **promptly**. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

#### **PART 7 - RESULTING CONTRACT**

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

#### Title: Operation of the ticket counter at the Biosphere

#### 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."

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

#### At Section 06 Subcontracts

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

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

#### At Section 19 Copyright

**Delete:** In its entirety **Insert:** "Deleted"

#### 2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4008 (2008-12-12), Personnel Information

#### 3. Security Requirement

**3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.

#### 4. Term of Contract

#### 4.1 Period of the Contract

The Work is to be performed during the period of January 1<sup>st</sup>, 2018 to December 31<sup>st</sup>, 2018.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (02) additional one (01) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mouifd SAmri Title: Procurment Officer Environment Canada

Procurement and Contracting Division

Address: 105, McGill, 5th floor - Montréal (QC) H2Y 2E7

Telephone: 514-496-2617

E-mail address: moufid.samri@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: will be identified in the contract
Name: Title: Organization: Address:
Telephone:E-mail address:
The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
5.3 Contractor's Representative
Name: Title: Organization: Address:
Telephone: E-mail address:
6. Proactive Disclosure of Contracts with Former Public Servants
By providing information on its status, with respect to being a former public servant in receipt of a <i>Public Service Superannuation Act</i> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.
7. Payment
7.1 Basis of Payment
In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ Customs duties are included, and Applicable Taxes are extra.

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

#### 7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 7.4 Time Verification

C0711C (2008-05-12) Time Verification

#### 8. Invoicing Instructions

#### 8.1 Monthly Payments

Canada will pay the contractor each month for work completed during the month covered by the invoice in accordance with the contract payment provisions 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) all such documents have been verified by Canada;
- (c) the work delivered has been accepted by Canada.

#### 9. Certifications

#### 9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### 9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 10. Applicable Laws

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

#### 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) Supplemental General Conditions (Personal Information (2008-12-12) 4008);
- (c) 2010B General Conditions Professional Services (Medium Complexity) (2016-04-04) as modified:
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Employee Certification;
- (i) the Contractor's bid dated \_\_\_\_\_

#### 12. Insurance Requirements – Specific requirement

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

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

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

### ANNEX "A" STATEMENT OF WORK

# OPERATION OF THE TICKET COUNTER AT ENVIRONMENT CANADA'S BIOSPHERE

#### 1- BACKGROUND

The mission of Environment and Climate Change Canada's (ECCC) Biosphere is to increase Canadians' awareness and knowledge of topics pertaining to meteorology, climatology and the environment. In order to properly fulfil its mission, the Biosphere develops programming every year and is open during the year to the general public and various groups.

ECCC is seeking a company with experience operating a ticket counter and reception service in similar institutions, such as museums, interpretation centres or tourist institutions.

Ticket counter staff are the first point of contact for visitors to the Biosphere; therefore, it is important for them to welcome visitors in a polite and informative way, in both official languages.

#### 2- OBJECTIVE

The objective of this mandate is to provide the staff needed for operating the ticket counter and front-line customer services in order to meet the needs of ECCC's Biosphere and the museum's customers.

#### **3- STATEMENT OF WORK**

The contractor must provide, based on demand, the qualified staff required for delivering the reception, information and reservation services, collecting admission fees, managing the operating system, and promoting and marketing the various products and services offered by the Biosphere.

#### 4- DESCRIPTION OF POSITIONS

#### 4.1 Customer service representative

The customer service representative will welcome visitors and inform them about the various exhibits and activities, sell tickets and collect ticket counter revenue.

#### **DUTIES RELATED TO OPERATING THE TICKET COUNTER AND RECEPTION SERVICE**

Welcome visitors to the Biosphere at the counter or elsewhere, as required;

Provide information to the public about the museum's themes, activities and services;

Provide directions to visitors within the building or on the site;

Provide tourist information on local and national events and activities;

Promote the activities and services offered by the museum;

Answer the phone, direct calls and provide a group information/reservation service;

Be responsible for his/her cash register;

Verify his/her cash;

Open and close his/her cash register;

Take in Biosphere admission fees at the current rates;

Draft daily reports and prepare his/her deposit envelope;

Ensure that the ticket counter is kept clean and organized;

Inform visitors about the various package prices;

Record and convey museum attendance data;

Keep the various logs updated; between 3 and 5 logs;

Prepare evaluation records for group tours; and

Other associated tasks.

#### 4.2 Supervisor

The supervisor will manage and supervise the customer service representatives and ensure that the various duties relating to the operation of the ticket counter and reception service are carried out, as well as performing them himself or herself.

#### **SUPERVISION DUTIES**

Act as the go-between between the contractor and Biosphere staff;

Hire and train staff under his/her responsibility in relation to operations at the Biosphere;

Ensure the team's professionalism;

Circulate information to the customer service representatives;

Make deposits and submit change requests;

Draft weekly and monthly reports;

When necessary, check bank activity reports against credit card and debit card cash register slips;

Prepare employee schedules;

Manage the ticket counter operating system (create products, change prices, produce statistical reports, etc.);

Order supplies; and

Other associated tasks.

# 5- CONTRACTOR'S SPECIFIC RESPONSIBILITIES REGARDING CONTRACT PERFORMANCE

The contractor must provide at all times, based on the Biosphere's operating hours, the staff required to provide professional service at reception and the ticket counter and to manage and supervise the activities there. The contractor's staff work schedules will be established by the contractor and in keeping with ECCC's requirements, based on the Biosphere's specific staffing needs and opening hours.

The contractor must submit a contingency plan for replacing the staff assigned to this contract if, during the term of the contract, one or more changes beyond the contractor's control occur. That plan will have to be approved in advance by the Biosphere's designated technical authority.

In the event that the Biosphere wishes to obtain additional staff, fifteen (15) days' notice will be given to the contractor to obtain the additional staff.

The contractor may, as required, assemble its employees to provide them with appropriate coaching. Those meetings may take place during normal work hours once the Biosphere's technical authority has been notified. The meetings may take place on the Biosphere premises. At the contractor's request, the technical authority or his/her technical delegates can make themselves available to address matters about which the contractor and its staff may want clarification.

Once a month, the contractor must produce the employees' time sheets for submitting them to the Biosphere's administrative services so that they can compile the hours worked and properly monitor the contract.

The contractor must implement security procedures pertaining to the collecting of funds and the safety of the staff in charge of the funds collected as admission fees.

The contractor is responsible for reimbursing the Biosphere for any difference between sales and the money collected.

#### 6- STAFF REQUIREMENTS

As needed, the contractor must obtain authorization from the Biosphere's technical authority before hiring additional staff.

IMPORTANT NOTE: ECCC reserves the right to modify at any time the service requirements that it set out at the start of the contract. It may therefore add or eliminate one or more services. If necessary, an amendment will be made to the contract. If additions or removals must be made to the plan as currently conceived, ECCC's technical authority will submit to the contractor a document detailing the changes to be made. Upon receiving that document, the contractor will submit to the technical authority a detailed account of the costs to be eliminated or additional costs to be expected. In the event of an addition to the contract, the contractor will be able to start the additional work upon receiving the amended contract.

#### 7- UNIFORMS

Staff will have to wear the Biosphere employee uniform. That uniform consists of a blue shirt with the Biosphere logo and beige pants.

Reimbursements for uniforms: Upon submission of receipts, Environment Canada's Biosphere will reimburse:

- \$30 for a belt matching the shoes (once a year);
- \$50 for pants (twice a year); and
- hemming of pants done by a tailor/seamstress.

Maintenance costs (laundering/repair) are the contractor's responsibility.

#### 8- SUPPLIES, EQUIPMENT AND TRAINING PROVIDED BY ECCC

ECCC agrees to provide the following supplies, equipment and training:

- ticket counter;
- lighting, electricity and telephone services;
- two (2) cash registers and the cash register software required for operating them;
- access passes and admission pins;
- office supplies such as chairs, paper, labels, etc.;
- the forms required for administrative duties:
- deposit envelopes;
- the safe:
- a document on the cash-intake procedures;
- change for the proper operation of the cash registers;
- two (2) shirts in Biosphere colours for each employee assigned to perform the mandate; and
- training on reception and the exhibits in the Biosphere halls.

#### 9- CONTRACT WORK SITE

Environment and Climate Change Canada's Biosphere 160 Chemin du Tour-de-L'Isle Île Sainte-Hélène, Montréal, QC H3C 4G8

#### 10- TERM OF THE CONTRACT

The services sought will be for a 12-month period starting from the award date, inclusive, with the potential of two (2) extensions of one (1) year each.

ECCC may exercise these options at any time, in whole or in part, by giving the contractor written notice of its intention at least thirty (30) days before the contract expiry date.

#### 11- FEE STRUCTURE AND REMITTING OF COLLECTED ADMISSION FEES

Following contract award, Environment Canada's Biosphere will provide the contractor with the official fee structure and all documents required for the daily revenue-related bookkeeping. Environment Canada's Biosphere will notify the contractor about any changes to the fee structure or seasonal package price agreements.

The revenue from the collecting of admission fees or fees for activities held at the Biosphere will have to be remitted to the manager in full at the end of every operating day along with the form detailing the number of visitors, the daily revenue bookkeeping sheet, and the coupons from the various packages, as required.

#### 12- CASH FLOAT

Environment Canada will provide a \$3,000 advance to the contractor so that it can prepare a float and supply change to the ticket counter and the shop.

#### 13- TRAINING PROVIDED BY THE CONTRACTOR

The contractor must cover the costs for the supervisor and customer service representatives during the occupational health and safety training deemed necessary and provided by ECCC. The contractor must provide employees with training on the actions to take in the event of burglary during an incident or accident.

# 14- SCHEDULE FOR THE CUSTOMER SERVICE REPRESENTATIVES AND SUPERVISOR

The supervisor will prepare the team's schedule based on the following:

Employees take one unpaid hour for lunch and a short coffee break in the afternoon.

Summer: June 1 to September 30 7 days/week		
1st representative: 9:00 a.m. to 4:00 p.m. 2nd representative: 10:00 a.m. to 5:00 p.m. 3rd representative: 12:00 noon to 5:00 p.m.		
Low season: October 1 to May 31 (dates and times to be confirmed)  Closed Mondays and Tuesdays		
1st representative: 9:00 a.m. to 5:00 p.m. 2nd representative: 12:00 noon to 5:00 p.m.		

#### In summary

The supervisor must work at least 10.0 hours/week on revenue deposits, preparing the reports to be submitted to ECCC's technical authority and overseeing tasks.

The Biosphere's hours of operation and schedules for the high and low seasons may change and will be confirmed with 30 days' notice.

The Biosphere holds special events, during which additional people on duty or an extension of the usual working hours may be required for them. Fifteen days' notice will be given for addressing those requirements.

The Biosphere is closed December 18 to January 12 and on statutory holidays.

### ANNEX "B" BASIS OF PAYMENT

Provided that all of its obligations under the Contract are satisfactorily fulfilled, the Contractor shall be paid in the following manner:

Workforce: according to firm all-inclusive rates, plus applicable taxes, in accordance with the following:

(A)	(B)	(C)	(D)
Position	Estimated Number of hours	Taux horaire ferme	Cost [B x C]
Customer Service Representative(s)	4750	\$	\$
Supervisor	1600	\$	\$
Total			\$

Canada will not pay the Contractor for any change in the design, modification or interpretation of the Work, unless such design changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to be integrated into the work

#### ANNEX "C" **SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat 5000032446 Security Classification / Classification de sécurité Le présent document n'est pas classifié

	SECURITY REQUIREME							
LISTE DE VERIF	ICATION DES EXIGENO	ES RELATIV	ES A LA SÉ	CURITE (LVERS)				otomic .
PART A - CONTRACT INFORMATION / PARTIE .  1. Originating Government Department or Organization	A - INFURMATION CONTR	ACTUELLE	2 Branch o	Directorate / Direction génér	ala ou	Dirac	ion	
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4. Brief Description of Work / Brève description du								
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and discount of the contract of the contract of								
5, a) Will the supplier require access to Controlled	Goods?			· · · · · · · · · · · · · · · · · · ·	1	No		Yes
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5. b) Will the supplier require access to unclassified	d military technical data subj	ect to the provis	sions of the Tec	thnical Data Control	7	No		Yes
Regulations?					Y	Non		Oul
Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques?	lechniques militaires non cla	ssifiées qui son	it assujetties ai	ix dispositions du Réglement				
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<ol> <li>a) Will the supplier and its employees require ac Le fournisseur ainsi que les employés auront-</li> </ol>					1	No Non		Yes
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(Préciser le niveau d'accès en utilisant le tabl	eau qui se trouve à la quest							
<ol><li>b) Will the supplier and its employees (e.g. clear</li></ol>		l) require acces	is to restricted	access areas? No access to	$\Box$	No	1	Yes
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6. c) is this a commercial courier or delivery require					1	No	7	Yes
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7. b) Release restrictions / Restrictions relatives à No release restrictions	All NATO countries	MANAGEMENT OF THE PARTY OF THE		No release restrictions				
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Security Classification / Classification de sécurité Le présent document n'est pas classifié

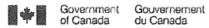
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Gouvernement du Canada Contract Number / Numéro du contrat 5000032446

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PART A (continued) i PARTIE A (swite)  B. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  Le fournisseur aura-t-ll accès à des renseignements ou à des blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  If Yes, Indicate the level of sensitivity:  Dans l'affirmative, indiquer le niveau de sensibilité:								
9. Will the supplier require access to extremely sensiti	Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No Yes Non Oul							
Short Title(s) of material / Titre(s) abrégé(s) du mal Document Number / Numèro du document :								
PART B - PERSONNEL (SUPPLIER) / PARTIE B - P 10, a) Personnel security screening level required / Ni		personnel requis	4					
RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		SECRET SECRET				
TOP SECRET - SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET		MIC TOP SECRET MIC TRÈS SECRET				
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Special comments: Commentaires spéciaux :								
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  REMARQUE: SI plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.  No Yes								
Du personnel sans autorisation sécuritaire peut if Yes, will unscreened personnel be escorted?	-Il se voir confier des parties du tra	vall?		Non Oui				
Dans l'affirmative, le personnel en question ser				Non Oui				
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS								
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?								
11. b) Will the supplier be required to safeguard COMSEC information or assets?  Le fournisseur sera-t-1 tenu de protéger des renseignements ou des biens COMSEC?  No Ves Out								
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 fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ 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  If our information or data?  Le fournisseur sera-t-li tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÈS?								
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 gouvernementate?  No Yes Out								
TBS/SCT 350-103(2004/12) Security Classification / Classification de sécurité								
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Contract Number / Numéro du contrat

#### 5000032446

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ARTIC - (continued) i PARTIE C - (surfe) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatifici-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.															
For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.  Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.  SUMMARY CHART / TABLEAU RÉCAPITULATIF															
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12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire.															
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).															

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Contract Number / Numéro du contrat 5000032446

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PART D - AUTHORIZATION / PART 13. Organization Project Authority / C									
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Fric Vachon		CESTIONN	AIRE DES OPÉRATIONS	1 / 1801 /- ()					
		GESTIONAL	AIRE DES OFERATIONS	(	Well Control				
Telephone No - N° de téléphone	Facsimile No Nº de	télécopleur	E-mail address - Adresse cour	rie!	Date				
514-496-8281		ERIC.VACHON3@CANADA		CA	31-08-17				
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	isme						
Name (print) - Nom (en lettres mouté	es)	Title - Titre	!	Signature/					
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Sylvain Dion	Gestionnain	e, sécurité régionale	Nyhlan						
Telephone No Nº de téléphone	télécopieur	E-mail address - Adresse cour	riel	Date					
514-496-5659		sylvain.dion3@canada.ca	1.	07/07/2017					
	15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No Ves Non Qui								
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<ol><li>Procurement Officer / Agent d'ap</li></ol>	provisionnement								
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Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse con	urriel	Date ( ) O 7				
514-496-2617	-	moufid-Samri @ Can	madala 18. Scp1. 2017						
17. Contracting Security Authority / Autorité contractante en matière de sécurité									
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### ANNEX "D" INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General

of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt. For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

#### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa. Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### ANNEX "E" EMPLOYEE CERTIFICATION

Pour être jugées recevables, les propositions doivent contenir l'attestation suivante pour chacun des employés et devra être joins a chacun des CV proposés :

« Le proposant atteste par la présente que toutes études et à l'expérience sont exactes et que toute proposant pour exécuter les travaux ou une partie or proposant ou engagée par le proposant au moyen	personne proposée par le des travaux est soit un employé du
Signature	Date

Le Canada se réserve le droit de vérifier cette attestation et de déclarer la proposition irrecevable pour une des raisons suivantes:

- a) déclaration invérifiable ou inexacte;
- b) non disponibilité de toute personne proposée dont la déclaration relative aux études et à l'expérience a servi de base a Environnement Canada lors de l'évaluation de la proposition et de l'octroi du contrat.