



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Electronic Bid Receiving – Réception des soumissions électroniques – ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: Environnement et Changement climatique Canada</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – <i>Site Operator for the Whistler High Elevation Site</i></p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP <i>5000043405</i></p>	
	<p>Date of bid solicitation (YEAR-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) <i>2019-06.06</i></p>	
	<p>Bid solicitation closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à <i>10:00 A.M.</i> on – le <i>2019-06-21</i></p>	<p>Time Zone – Fuseau horaire <i>Pacific Standard Time</i></p>
	<p>F.O.B – F.A.B <i>Destination</i></p>	
	<p>Address Enquiries to - Adresser toutes questions à <i>Angelina Garcia Contracting Authority Finance Branch Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5 Email: Angelina.Garcia@canada.ca</i></p>	
	<p>Telephone No. – N° de téléphone <i>604-664-9114</i></p>	<p>Fax No. – N° de Fax <i>604-713-9867</i></p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) <i>Starting 2019.07.15 to 2020.03.31 plus two (2) additional one (1) year option periods</i></p>	
	<p>Destination - of Services / Destination des services <i>Whistler, BC</i></p>	
	<p>Security / Sécurité <i>The successful bidder must meet the security requirements prior to contract award.</i></p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

Cover page (signed) must be submitted together with the Bidder's proposal.

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TITLE: Site Operator for the Whistler High Elevation Site

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, Evaluation Criteria 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 and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, and the Integrity Regime Form.

2. Summary

- 2.1 Environment and Climate Change Canada has a requirement for a Site Operator for the Whistler High Elevation Site, as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from July 15, 2019 to March 31, 2020 plus two (2) additional one (1) year option periods.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, 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>).

Note that on February 1, 2017, Public Services and Procurement Canada (PSPC) implemented the new mandatory criminal record check process, which requires electronic fingerprinting. Learn when mandatory electronic fingerprints are required and why the Contract Security Program implemented this change.
<https://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/empreintes-obligatoire-mandatory-fingerprints-eng.html>
- 2.3 Bidders must provide a list of names as per Annex E, 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.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

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

Delete: In its entirety

Insert: "send its bid only to Environment and Climate Change Canada (ECCC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

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

Delete: 60 days

Insert: 120 days

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada (ECCC)"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada (ECCC)"

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"

1.1 PWGSC SACC Manual Clauses

1.1.1 A7035T (2007-05-25) List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-

the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2. Electronic Submission of Bids

In order to be considered, bids must be received no later than 1400h (2 p.m.) (Pacific Standard Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention:
Solicitation Number:

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, **must be less than 15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit. Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information, *if applicable*

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 fifteen (15) calendar days before the bid closing date. Inquiries 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 British Columbia.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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 Canadian funds and in accordance with the Basis of Payment/Financial Bid Evaluation Sheet in Annex B. The total amount of Applicable Taxes must be shown separately. All information relating to price must appear only in the financial bid. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.

1.2 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES, TECHNICAL AND FINANCIAL BID EVALUATION CRITERIA, 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.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Submission of certifications and supporting documentation for experience as described below MUST be included with the Bidder's proposal at time of bid closing. Failure by the Bidder to provide the required evidence will result in the Bidder being disqualified and no further consideration will be

At bid closing time, the bidder must comply with ALL Mandatory Requirements and provide the necessary documentation to support compliance as listed below:

Item	Mandatory Technical Criteria	Meets / Supporting Data Attached and Labelled
M1	The Bidder must provide a list of names and contact information of two references who may be contacted to validate information provided related to similar work or other work done for the private or public sector.	
M2	The resource identified as "Main Site Operator" and any alternate must individually certify that he/she possesses a minimum of two (2) years of experience within the last five (5) years skiing and/or snowboarding in an alpine environment. See Annex F – Part A	
M3	The resource identified as "Main Site Operator" and any alternate must individually certify that it has completed First Aid and CPR training. Environment and Climate Change Canada reserves the right to request copies of certification prior to contract award See Annex F – Part B	

1.2.2 Technical Criteria

Item	Rated Technical Criteria	Max. Score
R1	<p><i>Proposal demonstrates an understanding of project requirements and addresses the following five aspects:</i></p> <ol style="list-style-type: none"> <i>1. Proposal includes an overview of the duties of site operations (Maximum of 5 pts)</i> <i>2. Proposal includes a detailed schedule for site visits throughout the year (Maximum of 5 pts)</i> <i>3. Proposal presents a plan to respond to unscheduled visits that may occur throughout the year demonstrating an ability to respond within 48 hours (Maximum of 5 pts)</i> <i>4. Proposal includes a plan for coordination of transportation on the mountain, both in summer and winter, and for both people and equipment (Maximum of 5 pts)</i> <i>5. Proposal includes a contingency plan to provide for site operations support in the Main Site Operator becomes unavailable (Maximum of 5 pts)</i> <p>Points in each of the above sections 1-5 are awarded as follows:</p> <ul style="list-style-type: none"> ▪ Full points: Proposal is clear, and details are provided. Plans and schedules are well defined ▪ Half points: Proposal provides the required overview, plan or schedule but implementation details are missing or unclear. Zero points: Proposal does not present the required overview, plan, or schedule. 	25

R2	<p>Safety plan: Points are awarded as follows:</p> <ol style="list-style-type: none"> 1. The plan demonstrates an understanding of the risks associated with working at the high elevation measurement site on Whistler Mountain (5 pts) 2. The plan demonstrates knowledge of Whistler Blackcomb mountain access procedures in both winter and summer (10 pts) 3. The plan details procedures for safe access in adverse weather conditions (5 pts) 4. The plan details procedures for working alone (5 pts) <p>Points in each of the above sections 1-3 are awarded as follows:</p> <ul style="list-style-type: none"> ▪ Full points: Safety plan is clear, and details are provided. Procedures are well defined. ▪ Half points: Safety plan is provided but procedure details are missing or unclear. ▪ Zero points: Proposal does not present the required overview, plan, or schedule. 	25
R3	<p>Relevant experience in the operation of scientific instrumentation</p> <ul style="list-style-type: none"> ▪ 5 points – more than two (2) years of experience operating scientific instrumentation for air sampling at trace level ▪ 4 points – more than one (1) year of experience operating scientific instrumentation for air sampling at trace level ▪ 3 points – more than two (2) years of experience operating scientific instrumentation in another field ▪ 2 points – more than one (1) year of experience operating scientific instrumentation in another field ▪ 1 point – less than one (1) year of experience operating scientific instrumentation ▪ 0 points – no experience operating scientific instrumentation 	5
R4	<p>Relevant experience in organizing logistics for transport of equipment and personnel.</p> <ul style="list-style-type: none"> ▪ 5 points – more than two (2) years of experience organizing logistics for transport of both equipment and personnel for field work. ▪ 4 points – more than two (2) years of experience organizing logistics for transport of either equipment or personnel for field work. ▪ 3 points – less than two (2) years of experience organizing logistics for transport of both equipment and personnel for field work. ▪ 2 points – less than two (2) years of experience organizing logistics for transport of either equipment or personnel for field work. ▪ 0 points – no experience organizing logistics for transport of equipment or personnel for field work. 	5
Total minimum points to pass		36 / 60

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

Item	Criterion	Page #	Met	Not Met
MF1	The maximum budget for the project (professional fees and travel, if needed) is \$24,300.00 per year (taxes extra, if applicable) or total \$72,900.00 for original + 2 renewal option years.			

1.3.2 Evaluation of Price

- (a) The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.
- (b) For evaluation purposes only, the price of the bid will be determined based on the total price of the original year, plus all the renewal option periods.

Please see Annex B – Basis of Payment for the pricing schedule.

2. Basis of Selection

Lowest price per point responsive bid (70%) and Price (30%)

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation
 - (ii) meet all mandatory technical evaluation criteria
 - (iii) obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points;
- (c) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) 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 bid obtaining the highest technical evaluation shall be awarded 70 points; all other bids deemed acceptable shall be prorated.

The lowest technically eligible financial bid will be awarded 30 points; all other technically eligible bids will be prorated.

The sum of the technical and financial scores is used to determine the final score. The contract will be awarded to the firm obtaining the highest overall score. Where several bids are equal, the one with the highest technical rating will be selected.

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{60} \times 70\% = \text{XXX}$$

$$\text{Financial Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 30\% = \text{XXX}$$

$$\text{Total Score} = \text{Technical Score} + \text{Financial Score}$$

Example of calculation

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		36/60	45/60	55/60
Bid Evaluation Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	36/60 x 70 = 42.00	45/60 x 70 = 52.50	55/60 x 70 = 64.17
	Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		66.54	79.50	94.17
Overall Rating		3rd	2nd	1st

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 with the Bid

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. The Bidder must complete the attached "List of Names for Integrity Verification Form" found in Annex – E.

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_equality/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 Education and Experience

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

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

The successful Contractor MUST:

1.1 Before award of a contract, the following conditions must be met:

- (i) the Bidder must hold a valid security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (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 7 - 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.

1.3 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.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Bidders are advised that, on February 1, 2017, Public Services and Procurement Canada (PSPC) implemented the new mandatory criminal record check process, which requires electronic fingerprinting. Learn when mandatory electronic fingerprints are required and why the Contract Security Program implemented this change.

<https://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/empreintes-obligatoire-mandatory-fingerprints-eng.html>

2. Insurance Requirements

PWGSC SACC Manual clause G1007T (2016-01-28) Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D, Insurance Requirements.

The Bidder is not required to purchase the insurance until in receipt of Notification of Contract award through a letter of intent.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT

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

Title: Site Operator for the Whistler High Elevation Site

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

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

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

General conditions 2035 is 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 14 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 15 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 20 Copyright

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."

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

3. Security Requirement

3.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

- 3.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 3.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.4 The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

A9022C (2007-05-25) Period of the Contract

The period of the Contract is from July 15, 2019 to March 31, 2020 inclusive.

4.2 Option to Extend the Contract

A9009C (2008-12-12) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 any time 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.

4.3 Transition Period

A0078C (2008-05-12) Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of six (6) months under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Will be identified at contract award.

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 at contract award.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative – to be announced upon contract award

Will be identified at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants - if applicable

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

Limitation of Expenditure

7.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.1.2 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:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.1.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.2 Terms of Payment

H1008C (2008-05-12) Monthly Payment

7.3 SACC Manual Clauses

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

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 Progress Payments

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

- (b) 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 100 percent of the amount claimed and approved by Canada if:
 - (i) 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;
 - (ii) the amount claimed is in accordance with the basis of payment;
 - (iii) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
 - (iv) all such documents have been verified by Canada;
 - (v) the work delivered has been accepted by Canada.
- (c) 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 and deliverable items required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (d) 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. 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 British Columbia.

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) 2035 General Conditions - Higher Complexity – Services (2016-04-04) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) Annex 'E', List of Names for Integrity Verification Form; and
- (h) the Contractor's bid dated _____, as clarified on _____ or as amended on _____ .

12. Government Site Regulations

A9068C (2010-01-11) Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

13. Insurance Requirements

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

The Contractor hereby agrees to

Provide services as Site Operator for the Whistler High Elevation Site

BACKGROUND

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

Site operation services include operation of advanced scientific instrumentation, data logging, site maintenance and first level data quality control and assurance. In addition, the operator will accompany ECCC personnel or visiting scientists on site visits as needed.

The Site Operator will also coordinate logistics for periodic site visits of ECCC staff and act as liaison between Environment and Climate Change Canada and Whistler Blackcomb.

OBJECTIVE

To engage the services of a contractor who can provide site operation services include data logging, instrument operations, site maintenance and first level data quality control and assurance at the Whistler High Elevation Air Quality Site.

THE WORK

1. The Contractor/Site Operator will ensure that the site is staffed regularly based on the sampling schedule and operational requirements. Each visit will require approximately 2-4 hours on site with an additional 2 hours allowed per visit for travel up and down the mountain. In addition, regular checks of the instruments will be required through remote computer connection to the site.
2. Regular operations: The anticipated sampling schedule for regular operations will require one visit per week during the months of January, February, May, October, November, and December with more frequent site visits during the months of March, April, June, July, August, and September. The regular sampling schedule may vary depending on operational requirements and availability of access to the site. A detailed schedule of site visits can be found in Table 1. The timing of visits to the site will require co-ordination with the Project Authority in order to ensure uninterrupted operation of the instruments.
3. Additional site visits: Additional site visits may be required to troubleshoot instrumentation or to accompany Environment and Climate Change Canada (ECCC) staff for periodic maintenance or calibrations. The Site Operator may also be required to act as agent of ECCC and periodically accompany university collaborators to the site.
4. In support of this project, the following services are required:
 - a. General maintenance of the Whistler Peak site, including
 - checking the status of the building and instrumentation on arrival at each visit and ensuring that the building is secure at the end of each visit,
 - general upkeep of the instrument room e.g. ensuring that the room is clean and trash is removed,
 - de-riming inlets and instruments, and
 - shoveling snow.
 - b. Site visits throughout the year for instrument maintenance including checking for correct operations and status logging, data logging and downloading, minor software maintenance, instrument reset and power cycling, regular instrument calibrations and spans. The number of visits per month will vary depending on the sampling schedule as outlined in Table 1.
 - c. Provide technical support during visits by ECCC staff or to troubleshoot instrumentation on an "as needed" basis.
 - d. Provide logistical support for the transport of personnel and/or equipment to Whistler Peak.
 - e. Regular monitoring of instrument operations through remote access to the site.
 - f. Compiling updates to the site operations manual and standard operating procedures.

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

Alternate Site Operator is contracted by ECCC to provide support for the Site Operator through occasional site visits and transportation of equipment.

The Contractor shall provide their own ski/snowboard clothing, ski/snowboard equipment, snowshoe equipment.

Work Considerations and Health and Safety Requirements:

1. The contractor is required to prepare in writing a Safety Plan detailing the risks associated with the work in a mountain environment and how safe work procedures will be implemented in order to address the risks of accessing and working at the site.
2. Operations at the site are dependent on the mountain operations of Whistler Blackcomb and the schedule of visits will vary depending on site accessibility. The contractor must provide in the safety plan procedures for safe access to the site both in summer and winter, including a plan to interface with Whistler Blackcomb staff and adhere with their mountain access procedures. This includes driving access in the summer and skiing in the winter.
3. Site visits should normally take place when other personnel are in the vicinity (e.g. during normal skiing or working hours when Whistler-Blackcomb or ECCC staff are in the vicinity). On occasion, visits will require access to the site when no other personnel are in the vicinity. Provisions must be included in the safety plan to accommodate working alone.
4. The Whistler High Elevation Site is located in mountainous terrain and is operated year-round and site access will be required during a wide-range of weather conditions. The operator is responsible for determining their schedule for site visits based on weather and snow conditions to ensure their own safety and the safety of others they may be accompanying to the site. Accessibility to the mountain site can be challenging and requires good physical fitness and proficient use of specialized equipment (such as skis, snowshoes). Sudden weather changes do occur and safe work procedures must include provisions for accessing the mountain under adverse conditions.
5. Regular operation at the site will require some physically demanding work including moving and lifting equipment weighing up to 50lbs, snow removal near the entrance to the site, and hiking or snowshoeing to access the site during some periods of the year.
6. Operations at the site require the operator to interact with some hazardous materials including compressed gas cylinders and organic solvents. The operator must undergo WHMIS training prior to starting work at the site. This training will be provided by Environment and Climate Change Canada.
7. The Contractor will follow standard operating procedures for the sampling equipment and will be responsible for following all labour code guidelines and health and safety regulations. The Site Operator must carry personal liability insurance and policy premium may be reimbursed by Environment and Climate Change Canada.

DELIVERABLES

The Contractor shall deliver the following:

1. Site visits with instrument checklist completed, status report emailed to the Project Authority after each visit.
2. Station logs are completed for all work done on site.
3. Filter samples changed as per the sampling schedule outlined by the Project Authority. Samples are sent regularly to the Project Authority in Toronto. The frequency of shipping varies with the sampling schedule. ECCC shall cover the cost of shipping.
4. Instruments are calibrated as per the schedule determined by the Project Authority.
5. Faulty instruments are replaced when needed and shipped back to ECCC in Toronto.
6. A summary report including a log of site visits and hours worked is prepared and emailed monthly to the Project Authority at ECCC.
7. Payment will be made based on receipt and approval of these reports.
8. Compiling updates to the site operations manual, including updated standard operating procedures; completed annually with input from the Project Authority.

PROJECT SCHEDULE

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

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

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

Table 1. Estimated maximum schedule of hours per year for Site Operator.

Month	Site visits per month	Estimated maximum hours	
		Remote access (hours)	Site visits (hours)
April	6	10	30
May	4	10	20
June	6	10	30
July	6	10	30
August	6	10	30
September	6	10	30
October	4	10	20
November	4	10	20
December	4	10	20
January	4	10	20
February	4	10	20
March	6	10	30
Additional hours per year			
Additional visits with ECCC staff	10		60
Additional site visits	10		50
Reporting		40	

CROWN INPUT

1. Training on use and calibration of equipment
2. Training on monitoring and reporting of site operations, including site visit checklist and submission, update of station logs
3. Establishment of the sampling schedule to meet with the scientific requirements of the site
4. Provide updates to the site operations manual and site operating procedures to ensure Contractor stays current and have these applied in operations.

ACCEPTANCE CRITERIA

The Project Authority shall accept the work on behalf of the Crown.

ANNEX B

BASIS OF PAYMENT/FINANCIAL BID EVALUATION SHEET

The Bidder's prices must be submitted based on the hours of work described below. The price must be stated per year and not include GST/HST. Overhead and profit are to be included in the firm, all-inclusive hourly rates. FOB destination, Canadian customs duties and excise taxes included.

For the Work described in Appendix 5 – Statement of Work, this basis of payment applies:

BASIS OF PAYMENT

A – Contract Period (from July 15, 2019 to March 31, 2020)

Description	Est. Max. No. of Hours A	Unit Rate B	Total Service Fees (A x B = C)	Max. Admin Expenses ** D	Total Price (C + D = E)
Labour and Admin expenses	330	xx.xx	xxx.xx	\$4,500.00	xxxx.xx

B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From April 1, 2020 to March 31, 2021)

Description	Est. Max. No. of Hours A	Unit Rate B	Total Service Fees (A x B = C)	Max. Admin Expenses ** D	Total Price (C + D = E)
Labour and Admin expenses	570	xx.xx	xxx.xx	\$4,500.00	xxxx.xx

B-2 Extended Contract Period (From April 1, 2021 to March 31, 2022)

Description	Est. Max. No. of Hours A	Unit Rate B	Total Service Fees (A x B = C)	Max. Admin Expenses ** D	Total Price (C + D = E)
Labour and Admin expenses	570	xx.xx	xxx.xx	\$4,500.00	xxxx.xx

** Acceptable administrative expenses with prior approval of the Project Authority to a maximum of \$4,500.00 per year:

- a) Expenses reasonably incurred such as stationary supplies, telecommunication charges – phone, internet, lift pass, and parking
- b) Expenses for the personal liability insurance
- c) Expenses for training related to operational requirements

Total Estimated Cost of Professional Fees (A + B-1 + B-2) : \$ _____

ANNEX C

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Environment and Climate Change Canada		Atmospheric Science and Technology Directorate	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Maintain site operations for Whistler High Elevation Research Station			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
5. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
5. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. 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?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document: No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	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.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / 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? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 950-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

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 récapitulatif ci-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

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential	Secret	TOP SECRET	NATO Restricted	NATO Confidential	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ			Confidential	Secret	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

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? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez 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? No / Non Yes / Oui
- 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, classifiez 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).

Security Classification / Classification de sécurité
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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moullées)		Title - Titre	Signature
Michael Wheeler		Physical Sciences Specialist	<i>Michael Wheeler</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
416-739-4878		michael.wheeler@canada.ca	2019-05-29
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moullées)		Title - Titre	Signature
Lori Nelson		Regional Security Admin Officer	<i>Lori Nelson</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
780-951-8295		lori.nelson@canada.ca	2019-05-30
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?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moullées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moullées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TB55/CT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

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.

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 endeavor 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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), 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.

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.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
0. The policy must include the following:
 - Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - Accident Benefits - all jurisdictional statutes
 - Uninsured Motorist Protection
1. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
2. Liability for Physical Damage to Non-owned Automobiles: SEF#27

ANNEX E

INTEGRITY REGIME

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.¹ / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹

* Informations obligatoires / Mandatory Information

*Dénomination complète de l'entreprise / Complete Legal Name of Company	
*Nom commercial / Operating Name	
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
*Membres du conseil d'administration² / Board of Directors² (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)	
Prénom / First name	Nom / Last Name
Position (si applicable) / Position (if applicable)	

1 Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

2 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors

ANNEX F

PART A - SKILLS CERTIFICATION

MAIN OPERATOR	ALTERNATE OPERATOR, IF ANY
<p>I, _____, certify that I have ____ years experience in skiing and/or ____ years experience in snowboarding within the last five (5) years in an alpine environment.</p> <p>Signed: _____ Date: _____</p>	<p>I, _____, certify that I have ____ years experience in skiing and/or ____ years experience in snowboarding within the last five (5) years in an alpine environment.</p> <p>Signed: _____ Date: _____</p>

PART B - FIRST AID AND CPR TRAINING

MAIN OPERATOR	ALTERNATE OPERATOR, IF ANY
<p>I, _____, certify that I have completed (<i>please mark with a <input checked="" type="checkbox"/> mark</i>):</p> <p><input type="checkbox"/> First Aid Training and/or <input type="checkbox"/> CPR Training</p> <p>and that I can provide copies of current certifications should Environment and Climate Change Canada requires proofs prior to contract award</p> <p>Signed: _____ Date: _____</p>	<p>I, _____, certify that I have completed (<i>please mark with a <input checked="" type="checkbox"/> mark</i>):</p> <p><input type="checkbox"/> First Aid Training and/or <input type="checkbox"/> CPR Training</p> <p>and that I can provide copies of current certifications should Environment and Climate Change Canada requires proofs prior to contract award</p> <p>Signed: _____ Date: _____</p>