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| <p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p> | <p>Title – Titre Occupational Health and Safety Training of Hydrometric Technicians – Winter</p> | |
| | <p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000043888</p> | |
| | <p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-10-23</p> | |
| | <p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 3:00 P.M. on – le 2019-12-02</p> | <p>Time Zone – Fuseau horaire</p> <p>Eastern Standard Time</p> |
| | <p>F.O.B – F.A.B</p> | |
| | <p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@canada.ca</p> | |
| | <p>Telephone No. – N° de téléphone 905-319-6982</p> | <p>Fax No. – N° de Fax</p> |
| | <p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2020-03-31</p> | |
| | <p>Destination - of Services / Destination des services Canada</p> | |
| | <p>Security / Sécurité There is no security requirement associated with this requirement.</p> | |
| <p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p> | | |
| <p>Telephone No. – N° de téléphone</p> | <p>Fax No. – N° de Fax</p> | |
| <p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p> | | |
| <p>Signature</p> | <p>Date</p> | |

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PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

3. Debriefings

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

4. Comprehensive Land Claims Agreement(s)

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

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2. Submission of Bids

2.1 Bids must be submitted to Environment Canada (EC) at the address and by the date, time and

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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern 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: Heidi Noble

Solicitation Number: 5000043888

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.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.1 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III - Certifications

1. **Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory Technical Criteria

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

Mandatory Technical Criteria is included in Annex C

1.1.2 Point Rated Technical Criteria

Bidders must obtain a minimum overall score of **40 points** out of 116 points with a minimum score of **1 point** out of 4 points for R3 in order for its proposal to be considered responsive.

Point Rated Technical Criteria is included in Annex C

1.2 Financial Evaluation

1.2.1 Evaluation of Price

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

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

Proposals will be evaluated out of 30 points

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

2. Basis of Selection

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

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

and

- (c) obtain the required minimum of 40 points overall, which are subject to point rating, for the technical evaluation criteria with a minimum of 1 point for R3.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$100,000.00 (100).

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

| <u>Bidder</u> | Bidder 1 | Bidder 2 | Bidder 3 |
|-------------------------|--------------------------|--------------------------|-----------------------------|
| Overall Technical Score | 90/100 | 70/100 | 80/100 |
| Bid Evaluated Price | \$120,000.00 | \$100,000.00 | \$110,000.00 |
| <u>Calculations</u> | | | |
| Technical Merit Score | $90/100 \times 70 = 63$ | $70/100 \times 70 = 49$ | $80/100 \times 70 = 56$ |
| Pricing Score | $100/120 \times 30 = 25$ | $100/100 \times 30 = 30$ | $100/110 \times 30 = 27.27$ |
| Combined Rating | 88 | 79 | 83 |
| Overall Rating | 1 st | 3 rd | 2 nd |

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

Title: *(insert title at contract award)*

1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity

provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

At Section 06 Subcontracts

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

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

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

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 three (3) additional one (1)-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment Canada

Procurement and Contracting

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

Email address: _____

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:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
Email 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

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
Email address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert the amount at contract award*). Customs duties are 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.

7.2 Limitation of Expenditure

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

- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

8 Invoicing Instructions

8.1 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
- (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada;
 - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21)
- (c) Annex A Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*)

12. Insurance 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

Title:

ECCC Water Survey of Canada (WSC) Occupational Health and Safety Training of Hydrometric Technicians – Winter

Purpose

The purpose of this Contract is to deliver specific occupational health and safety (OHS) training to Water Survey of Canada (WSC) participants, herein referred to as participants, to meet objectives included in Appendix A to Annex A, Training Objectives. Appendix A to Annex A is a list of training courses required and includes each course's associated enabling objectives. Environment and Climate Change Canada (ECCC) intends to contract services from one company (subcontractors allowed) capable of delivering professional training services that meet the established WSC training requirements.

Background

The WSC is the national authority responsible for the collection, interpretation and dissemination of standardized water resource data and information in Canada. In partnership with the provinces, territories and other agencies, WSC operates over 2,200 active hydrometric gauges across the country. The operation of this network requires extensive field work in a variety of conditions and the use of many different types of equipment.

WSC ensures OHS training addresses three objectives:

1. Meet legal obligations and licensing requirements;
2. Raise awareness about task hazards and safe work practices; and
3. Provide instructions and practical experience on the use of specific equipment.

Terminology

- Training Session: Period of continuous training taking place over several days and covering many of the courses listed in Appendix A to Annex A.
- Safety Community: Group of people who work in professions related to occupational health and safety and can help define best practices related to such activities.

Objective

The Contractor must provide training recognized by the “safety community” and the WSC for the identified training requirements. The Contractor must be able to provide at least one (1) “training session” per year, and be willing to negotiate additional sessions if these were required.

Description and Scope of Work

The Contractor may be requested to deliver at least one “training session” per contract year as required by WSC that includes all of the courses listed in Appendix A to Annex A. Customization of the training

agenda for the session will be negotiated between the Contractor and the Technical Authority. The Contractor must obtain approval on the training agenda from the Technical Authority before commencing any training.

The list of courses and enabling objectives required to fulfill the Contract are identified in Appendix A to Annex A. ECCC Enabling Objectives may be subject to minor changes during the life of the Contract. Notification of these changes will be provided at least 60 days prior to the negotiated training dates.

The training requires theoretical and practical instruction to provide both the knowledge of key occupational health and safety (OHS) concepts and the skills necessary to operate safely under prescribed conditions.

Business and/or Technical Environment

Participants have a standard work day of 7.5 hours (for example 8:00 a.m. to 4:00 p.m. with a half an hour for lunch) and the Contractor should consider this when developing the overall training agenda. The participants will also be available for 2 overnight stays for the Wilderness Survival training. However, the participants are available for up to a maximum additional 3.0 hours per day if, due to unforeseen circumstances, the Contractor requires additional time to complete the training. Additional time requires prior approval by the Technical Authority. Approval is negotiated during configuration of the training agenda.

The overall training agenda duration should be no longer than 14 days which will include 2 travel days and required days off during the session. Union requirements and WSC management require that employees do not work more than 6 days in a row, a day off must then be provided.

Example:

| Day | Status | Summary |
|--|----------|--------------------|
| Day 1 | Travel | 1 day |
| Day 2 – Day 7 | Training | 6 consecutive days |
| Day 8 | Off | 1 day |
| Day 9 – Day 13 | Training | 5 consecutive days |
| Day 14 | Travel | 1 Day |
| Total Days: 14 days Total Travel Days: 2 days Total Training Days: 11 days (does not exceed 6 consecutive days) Total Days Off: 1 day | | |

Language of Work

Training must be delivered in English.

Tasks and Deliverables

Deliverable 1: The Contractor must provide all of the OHS Training Modules as per the “OHS Training at WSC” document (List of courses and descriptions as per Appendix A to Annex A). The following is the minimum expected training duration for each training course:

| | Course | Expected, Minimum Training Duration <i>(in hours [days])</i> |
|---|---------------------|---|
| 1 | Wilderness Survival | 7.5 [1] (theory) |

| | | |
|---|----------------------------|---------------------------|
| | | maximum 55 (in field) [3] |
| 2 | Ice Surface Safety | 15 [2] |
| 3 | Ice Auger Safety | 3.75 [0.5] |
| 4 | Snowmobile Safety | 11.25 [1.5] |
| 5 | Skid Control | 3.75 [0.5] |
| 6 | Fixed Wing Aircraft Safety | 3.75 [0.5] |
| 7 | Helicopter Safety | 3.75 [0.5] |
| 8 | Underwater Egress Training | 7.5 [1] |
| 9 | Restricted Radio Operator | 3.75 [0.5] |
| | Total | 115 [11] |

A standard work day is defined in the **Business and/or Technical Environment** section above.

Specified Personal Protective Equipment (PPE) will be supplied by ECCC details and exceptions identified in Appendix A to Annex A.

Deliverable 2: The Contractor must provide WSC with the following services in cooperation with and subject to the approval of the Technical Authority. Note, if the Contractor does not have all the required expertise or capability for any part of the Contract, the sub-contracted elements must be clearly identified in the proposal.

Services to be provided by the Contractor must also include an overall session agenda (training schedule) that will permit the efficient but effective delivery of all specified elements required.

1. The agenda presented must include:
 - i. All of the training courses identified in Appendix A to Annex A.
 - ii. Specific location of training sessions and if necessary, expected travel time associated with changes in training location.
 - iii. Total number of hours required for each course.

The agenda is subject to the review and acceptance of the Technical Authority at least 5 business days before the course is delivered.

2. Provide and describe a contingency plan for potential training deferral in case of extreme weather or sudden illness of a Contractor's proposed resource, herein referred to as instructor. The contingency plan is subject to the review and acceptance of the Technical Authority at least 5 business days before the course is delivered.
3. Provide a course outline for each course listed in Appendix A to Annex A. These outlines will be used to evaluate whether the proposed training services will meet the requirements of this Contract. The course outline is subject to the review and acceptance of the Technical Authority at least 5 business days before the course is delivered.

The final training schedule will be developed by the Contractor in cooperation with the Technical Authority.

Contractor Resource Requirements and Qualifications

The Contractor must have experience in managing and coordinating groups and activities as required by the complexity of the proposed training agenda.

The Contractor must provide instructors qualified to teach the training identified for each course in Appendix A to Annex A.

The instructors employed by the Contractor must have recognized training documentation and certification for the subjects they will cover.”

Scheduling / Milestones

The training will be delivered during agreed upon dates by the Contractor and Technical Authority. Delivery will be scheduled dependent on the requirements of WSC staff and the availability of the Contractor. Course dates are to be agreed upon between the Contractor and the Technical Authority at least 30 business days prior to the course delivery.

Approach and Methodology

Finalization of course participants and agenda approval will be given to the Contractor at a minimum of 30 days prior to the course. Cancellation of the training by either party requires 30 days notification.

The ratio of participants per instructor must be specified and should reflect practices recognized by the “safety community” in the delivery of each specific course subject matter. The Contractor must demonstrate that there will be adequate supervision of participants during the training courses identified in Appendix A to Annex A.

| | Course | Maximum Participant per Instructor |
|---|----------------------------|---|
| 1 | Wilderness Survival | 5 to 1 |
| 2 | Ice Surface Safety | 4 to 1 |
| 3 | Ice Auger Safety | 10 to 1 |
| 4 | Snowmobile Safety | 10 to 1 |
| 5 | Skid Control | 10 to 1 |
| 6 | Fixed Wing Aircraft Safety | 20 to 1 |
| 7 | Helicopter Safety | 20 to 1 |
| 8 | Underwater Egress Training | 4 to 1 |
| 9 | Restricted Radio Operator | 20 to 1 |

The Contractor must ensure that equipment and field training sites required for theoretical and practical training are adequate and available.

Performance Standards and Quality Assurance

The Contractor is responsible for the quality of all training provided, including services provided by its sub-contractors. If services provided do not meet contract specifications, it will be the responsibility of the Contractor to ensure that proper remediation steps are taken. An ECCC senior WSC staff member may attend the training to ensure the following:

- Employees are safe;
- Employees are engaged;
- Instruction is clearly understandable and that questions are addressed;
- Practical skills training reflect ECCC-WSC situations; and
- Employees’ behavior reflects well on ECCC during the training and after hours.

The Contractor is responsible to ensure that its instructors and sub-contractors are operating at all times in accordance with all applicable legislation, regulations, codes and policies.

Reporting and Communications

The Contractor must coordinate with the Technical Authority to work out details pertaining to the delivery of the training.

The Contractor must issue certificates for each course to participants that complete the course requirements. The Contractor must also provide an evaluation of each participant's performance against expectations of each course. The Contractor must not provide certification to participants that cannot complete the course requirements and must provide written notification of deficiencies to the Technical Authority.

If the Contractor has any reservations of the participant's abilities to apply the acquired skills from any of the training courses, a written assessment must be provided to the Technical Authority.

Certificates must not have expiry dates if not required by legislation. Certificates must reflect the date of the training completion, not the date the certificates were mass-produced.

The Contractor is required to provide a report to the Technical Authority detailing the hours spent training by each participant on a day-by-day basis upon completion of the training.

ECCC Input

ECCC will provide the following:

- a) Vehicle transportation for WSC participants to and from the training locations.
- b) PPE for WSC participants as identified in Appendix A to Annex A.
- c) Provide the Contractor with the ECCC/WSC documents that pertain to the identified activities.

Location of Work and Travel

ECCC views ideal locations for this training to be: Yellowknife, Edmonton, Winnipeg, Ottawa.

More than one training location might be required when it is not possible to provide all activities at a single location. The use of a secondary training location will be acceptable when the training provided at this secondary location is **2 or more days in length** and is **no more than 3 hours away by car** from the primary location.

Total daily travel time between the participants' accommodations and the course training locations must be less than an hour, (1/2 hour each way).

The Contractor must identify suggested hotels for participant accommodation and the primary training centre which will be used to determine how long participants will be travelling.

APPENDIX A TO ANNEX A

TRAINING OBJECTIVES

PPEs will be supplied by ECCC (details and exceptions are included below).

Wilderness Survival

Participants will learn about the psychology of survival, emergency strategies, fires, shelters, signals, food and water, travel, and cold weather living.

Enabling Objectives:

Participants must be able to:

- Explain the psychological aspects of survival situations and survival patterns.
- Apply survival first aid, and recognize and treat hypothermia, and cold related injuries.
- Explain physical and psychological effect of fire for survival.
- Demonstrate methods of starting fires in cold and adverse conditions.
- Construct various types of emergency shelters.
- Discuss importance and use of appropriate signalling devices.
- Outline global Search and Rescue Organization (SAR).
- Know how to use standard search and rescue signals.
- Illustrate various methods of emergency signalling.
- Discuss the necessity of water for survival.
- Explain the physiology of the body.
- Demonstrate methods of securing food and water in the wilderness.
- Discuss the importance of survival rations.
- Assess pros and cons of travel in survival situations.
- Read a map and compass.
- Discuss the body's defence against cold.
- Evaluate the pros and cons of various materials used in modern clothing.
- Identify problems encountered with wet clothing.
- Recognize the difference between activity and exhaustion.

Notes:

1. Wilderness survival courses must include at least two nights spent in a self-constructed survival shelter in mid-winter conditions.

ECCC Input:

Each participant will be prepared to train outside

Proper PPE for working in extremely cold temperatures including:

Several layers of warm and insulating clothing

Insulated footwear with composite toe and / or metatarsal protection (not steel toed boots)

Proper headwear that adequately protects the head, ears and any exposed skin

Gloves appropriate for weather/working conditions

Appropriate clothing for weather/working conditions

Sunglasses and sun screen when appropriate

Contractor Responsibilities:

Provide participants with appropriate PPE and equipment list at least 2 weeks in advance of training session.

Discuss with ECCC for rentals – contractor will provide options for equipment rentals vs buying equipment

Ice Surface Safety

Participant will be knowledgeable in ice safety, as well as methods, procedures and equipment used for ice work.

Enabling Objectives:

Participants must be able to:

- Identify ice characteristics, physical properties, features and terminology.
- Determine ice strength and effective thickness.
- Describe what needs to be done prior to and during work on ice surfaces.
- Understand and assemble an ice survey safety system (WSC adopted recovery system).
- Identify methods and equipment available for self-rescue.
- Inspect and maintain ice safety equipment.
- Demonstrate procedures used to perform a rescue.
- Demonstrate procedures and the proper use of equipment required to conduct work on ice surfaces (recovery systems, ice chisels or needles, ice picks for self-rescue).

Notes:

1. Ice Surface Safety must include at least 1/2 day of practical application at an ice covered location.

ECCC Input:

Ice surface safety kits (WSC Ice Rescue Kits) will be provided at a ratio of 1 kit per 4 participants.

Ice chisel or ice bar (sufficient for training)

Participants will be prepared to train on the ice, including all PPE

Approved PFD

Safety rope (nylon, static, and minimum 15m) ballast

CSA approved non-slip safety boots

Ice cleats

Set of ice picks

Sun Glasses/Goggles and Sunscreen when appropriate

Insulated clothing

Contractor Responsibilities:

Provide appropriate water immersion survival suits.

Ice Auger Safety

Participant must know how to maintain and safely operate an ice auger under normal and adverse conditions.

Enabling Objectives:

Participants must:

- Know required PPE proper fitting and use;
- Know the ice auger safety features;
- Demonstrate safe auger operating practices and techniques.
- Know preventive and corrective maintenance of serviceable parts;
- Know basic trouble shooting skills;

ECCC Input:

Each participant will be prepared to work on the ice, including all PPE

CSA approved work boots (Protective toecap and non-skid soles + crampons)

Gloves appropriate for weather/working conditions

Appropriate clothing for weather/working conditions

Sunglasses and sun screen when appropriate

Hearing protection (ear plugs or muffs)

Consider having "WSC Ice Rescue Kit" restraining/rescuing mechanism available in the event of an emergency

Contractor Responsibilities:
Ice augers

Snowmobile Safety

Participants will be able to safely and efficiently operate a snowmobile.

Enabling Objectives:

Participant must know:

- How to load and unload snowmobiles from trailer / truck.
- The rules and regulations for operating snowmobile, where applicable.
- How to fuel and load a snowmobile.
- How to safely operate/drive a snowmobile.
- How to transport people and equipment (hauling/pulling sleds or trailers behind snowmobile).
- How to maintain a snowmobile and trouble shoot problems.
- The requirements for protective clothing (helmet, goggles, gloves, boots)
-

Notes:

1. Competency must be acquired while executing manoeuvres related to the conditions of deployment within work operations.

ECCC Input:

Each participant will be prepared to train outside
CSA approved helmet with face shield or goggles
Appropriate cold weather clothing

Contractor Responsibilities:
Snowmobiles

Skid Control

Participant will be knowledgeable in techniques for driving and controlling a vehicle under adverse driving conditions.

Enabling Objectives: Candidates must demonstrate general industry accepted standards through written examination and practical driving scenarios for the following:

- Vehicle preparation and driver maintenance
- Winter and wet driving basics
- Ergonomics (includes but not limited to - seating, steering, and visibility)
- Traction for all road conditions
- Braking including the following:
 1. Four wheel lock-up
 2. No wheel lock-up
 3. Pumping pedal
 4. ABS
 5. Snow bank braking
- Skid control with emphasis on:
 1. Front wheel skid
 2. Rear wheel skid
 3. Skid control
 4. Steering during skidding
- Cornering techniques
- Slalom
- Accident avoidance

Notes:

1. Training should be done with vehicles routinely used in ECCC operations.

Contractor Responsibilities:

Provide adequate number of vehicles for training

Fixed Wing Aircraft Safety

Participants will be able to safely conduct work in and around fixed wing aircrafts.

Enabling Objectives:

Participants must be able to:

- Describe the respective roles and responsibilities of the pilot and the passenger(s).
- Describe aircraft safety features, contents and use of first aid kit, survival gear and ELT (emergency locator transmitter).
- Assist and conduct loading and unloading of aircraft
- Understand how to safely enter and exit various aircraft during seasonal variations (weather, equipment, geographical location and whether on floats, skis, or wheels)
- Identify and explain the proper use of personal protective equipment typically available (e.g., eye, ear, head, body protection, and Emergency Breathing Systems)
- Understand limitations placed on pilots for flying under certain conditions

Contractor Responsibilities:

Flight not required however a ground tour of an aircraft is essential.

Helicopter Safety

Participant will be able to safely conduct work in and around helicopters.

Enabling Objectives:

Participants must be able to:

- Describe the respective roles and responsibilities of the pilot and the passenger(s).
- Describe helicopter safety features, contents and use of first aid kit, survival gear and ELT (emergency locator transmitter).
- Assist and conduct loading and unloading of helicopter and assist in slinging operations (hook up and release of loads, danger of static electricity)
- Understand how to safely enter and exit various helicopters during seasonal variations (weather, equipment, geographical location and whether on floats, skis, high and low skids and or wheels)
- Identify and explain the proper use of personal protective equipment typically available (e.g., eye, ear, head, body protection, and Emergency Breathing Systems)
- Understand limitations placed on pilots for flying under certain conditions (example: when flying over open water, the need to fly at an elevation that can facilitate safe auto rotation onto land in case of engine failure)

Contractor Responsibilities:

Flight not required however, a ground tour of an aircraft is essential.

Underwater Egress Training for Aircraft and or Helicopter

The training will increase the participant's chances of survival in the event of a rotary or fixed wing aircraft crash.

Enabling Objectives:

Participants must be able to:

- Apply escape techniques from a submerged fixed wing aircraft or helicopter (example: helicopter roll over escape)
 1. Hazards to aircraft and personnel during over water operations
 2. Safety and survival equipment requirements and utilization
 3. Pre-ditching considerations and procedures
 4. Emergency ditching and evacuation procedures
 5. Smoke in the cockpit/cabin
 6. Upright emergency evacuation (practical)
 7. Survival and rescue water skills (practical)
 8. Off angle emergency evacuation (practical)

Note: This training must include practice in a simulator.

ECCC Input:

Each participant will be prepared to train in the water

Contractor Responsibilities:

Underwater Egress simulator and appropriate facilities for training.

Radio Operator, Restricted, Certificate Aeronautical (ROC-A)

Participant will be able to adequately conduct communication using hi frequency radios onboard fixed wing aircraft and helicopters.

Enabling Objectives: Participants must be able to:

- Operate radio / communication devices on board fixed wing aircraft and helicopters.
- Explain what happens after a distress call is initiated;
- Explain the spoken distress, urgency and routine prefixes on VHF (very high frequency) radio and basic operating instructions for a VHF radio (frequencies, etc.) and satellite telephone.

Contractor Responsibilities:

Proper examination that will be submitted to Industry Canada for certification

ANNEX B

BASIS OF PAYMENT

Cost per participant per course is based on a group size of 15 and 25 and must include:

- Equipment required for all training courses, as defined by Appendix A to Annex A
- Classrooms, facilities and field training sites
- Staff and instructor salary, including for travel days

Professional Fees

| | Course | -A- Cost per participant for up to 15 participants | -B- Extended cost for up to 15 participants (A x 15) | -C- Cost per participant up to 25 participants | -D- Extended cost for up to 25 participants (C x 25) |
|---|--------------------------------|---|---|---|---|
| 1 | Wilderness Survival | | | | |
| 2 | Ice Surface Safety | | | | |
| 3 | Ice Auger Safety | | | | |
| 4 | Snowmobile Safety | | | | |
| 5 | Skid Control | | | | |
| 6 | Fixed Wing Aircraft Safety | | | | |
| 7 | Helicopter Safety | | | | |
| 8 | Underwater Egress Training | | | | |
| 9 | Restricted Radio Operator | | | | |
| | Total (excluding taxes) | | \$ | | \$ |

| | |
|---|----|
| Overall Professional Fees Total* (Total B + Total D) | \$ |
|---|----|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

Travel (if required)

| | Course | -A- Estimated Total Travel Costs for up to 15 participants | -B- Estimated Total Travel Costs for up to 25 participants |
|--------------|----------------------------|---|---|
| 1 | Wilderness Survival | | |
| 2 | Ice Surface Safety | | |
| 3 | Ice Auger Safety | | |
| 4 | Snowmobile Safety | | |
| 5 | Skid Control | | |
| 6 | Fixed Wing Aircraft Safety | | |
| 7 | Helicopter Safety | | |
| 8 | Underwater Egress Training | | |
| 9 | Restricted Radio Operator | | |
| Total | | \$ | \$ |

| | |
|--|-----------|
| Overall Travel Total* (Total A + Total B) | \$ |
|--|-----------|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

| | |
|---|-----------------|
| Total for Initial Contract Period: Contract Award to March 31, 2020 | |
| <i>Overall Total Professional Fees(excluding tax) + Overall Travel Fees</i> | \$ _____ |

Option Period 1 – April 1, 2020 until March 31, 2021

Professional Fees

| | Course | -A- Cost per participant for up to 15 participants | -B- Extended cost for up to 15 participants (A x 15) | -C- Cost per participant up to 25 participants | -D- Extended cost for up to 25 participants (C x 25) |
|---|--------------------------------|---|---|---|---|
| 1 | Wilderness Survival | | | | |
| 2 | Ice Surface Safety | | | | |
| 3 | Ice Auger Safety | | | | |
| 4 | Snowmobile Safety | | | | |
| 5 | Skid Control | | | | |
| 6 | Fixed Wing Aircraft Safety | | | | |
| 7 | Helicopter Safety | | | | |
| 8 | Underwater Egress Training | | | | |
| 9 | Restricted Radio Operator | | | | |
| | Total (excluding taxes) | | \$ | | \$ |

| | |
|---|----|
| Overall Professional Fees Total* (Total B + Total D) | \$ |
|---|----|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

Travel (if required)

| | Course | -A- Estimated Total Travel Costs for up to 15 participants | -B- Estimated Total Travel Costs for up to 25 participants |
|--------------|----------------------------|---|---|
| 1 | Wilderness Survival | | |
| 2 | Ice Surface Safety | | |
| 3 | Ice Auger Safety | | |
| 4 | Snowmobile Safety | | |
| 5 | Skid Control | | |
| 6 | Fixed Wing Aircraft Safety | | |
| 7 | Helicopter Safety | | |
| 8 | Underwater Egress Training | | |
| 9 | Restricted Radio Operator | | |
| Total | | \$ | \$ |

| | |
|--|-----------|
| Overall Travel Total* (Total A + Total B) | \$ |
|--|-----------|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

| | |
|---|-----------------|
| Total for Option Period 1: April 1, 2020 to March 31, 2021 | |
| <i>Overall Total Professional Fees(excluding tax) + Overall Travel Fees</i> | \$ _____ |

Option Period 2 – April 1, 2021 until March 31, 2022

Professional Fees

| | Course | -A- Cost per participant for up to 15 participants | -B- Extended cost for up to 15 participants (A x 15) | -C- Cost per participant up to 25 participants | -D- Extended cost for up to 25 participants (C x 25) |
|---|--------------------------------|---|---|---|---|
| 1 | Wilderness Survival | | | | |
| 2 | Ice Surface Safety | | | | |
| 3 | Ice Auger Safety | | | | |
| 4 | Snowmobile Safety | | | | |
| 5 | Skid Control | | | | |
| 6 | Fixed Wing Aircraft Safety | | | | |
| 7 | Helicopter Safety | | | | |
| 8 | Underwater Egress Training | | | | |
| 9 | Restricted Radio Operator | | | | |
| | Total (excluding taxes) | | \$ | | \$ |

| | |
|---|----|
| Overall Professional Fees Total* (Total B + Total D) | \$ |
|---|----|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

Travel (if required)

| | Course | -A- Estimated Total Travel Costs for up to 15 participants | -B- Estimated Total Travel Costs for up to 25 participants |
|--------------|----------------------------|---|---|
| 1 | Wilderness Survival | | |
| 2 | Ice Surface Safety | | |
| 3 | Ice Auger Safety | | |
| 4 | Snowmobile Safety | | |
| 5 | Skid Control | | |
| 6 | Fixed Wing Aircraft Safety | | |
| 7 | Helicopter Safety | | |
| 8 | Underwater Egress Training | | |
| 9 | Restricted Radio Operator | | |
| Total | | \$ | \$ |

| | |
|--|-----------|
| Overall Travel Total* (Total A + Total B) | \$ |
|--|-----------|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

| | |
|---|-----------------|
| Total for Option Period 2: April 1, 2021 to March 31, 2022 | |
| <i>Overall Total Professional Fees(excluding tax) + Overall Travel Fees</i> | \$ _____ |

Option Period 3 – April 1, 2022 until March 31, 2023

Professional Fees

| | Course | -A- Cost per participant for up to 15 participants | -B- Extended cost for up to 15 participants (A x 15) | -C- Cost per participant up to 25 participants | -D- Extended cost for up to 25 participants (C x 25) |
|---|--------------------------------|---|---|---|---|
| 1 | Wilderness Survival | | | | |
| 2 | Ice Surface Safety | | | | |
| 3 | Ice Auger Safety | | | | |
| 4 | Snowmobile Safety | | | | |
| 5 | Skid Control | | | | |
| 6 | Fixed Wing Aircraft Safety | | | | |
| 7 | Helicopter Safety | | | | |
| 8 | Underwater Egress Training | | | | |
| 9 | Restricted Radio Operator | | | | |
| | Total (excluding taxes) | | \$ | | \$ |

| | |
|---|----|
| Overall Professional Fees Total* (Total B + Total D) | \$ |
|---|----|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

Travel (if required)

| | Course | -A- Estimated Total Travel Costs for up to 15 participants | -B- Estimated Total Travel Costs for up to 25 participants |
|--------------|----------------------------|---|---|
| 1 | Wilderness Survival | | |
| 2 | Ice Surface Safety | | |
| 3 | Ice Auger Safety | | |
| 4 | Snowmobile Safety | | |
| 5 | Skid Control | | |
| 6 | Fixed Wing Aircraft Safety | | |
| 7 | Helicopter Safety | | |
| 8 | Underwater Egress Training | | |
| 9 | Restricted Radio Operator | | |
| Total | | \$ | \$ |

| | |
|--|-----------|
| Overall Travel Total* (Total A + Total B) | \$ |
|--|-----------|

*The Overall Total will only be used for evaluation purposes. The awarded contract value will be adjusted to reflect the requirement.

| | |
|---|-----------------|
| Total for Option Period 3: Contract Award April 1, 2022 to March 31, 2023 <i>Overall Total Professional Fees(excluding tax) + Overall Travel Fees</i> | \$ _____ |
|---|-----------------|

Total Contract Price of All Periods:

| | |
|--|-----------------|
| Total for Initial Contract Period: Contract Award to March 31, 2020 <i>Overall Total (excluding tax) + Travel Fees</i> | \$ _____ |
| Total for Option Period 1: April 1, 2020 to March 31, 2021 <i>Overall Total (excluding tax) + Travel Fees</i> | \$ _____ |
| Total for Option Period 2: April 1, 2021 to March 31, 2022 <i>Overall Total (excluding tax) + Travel Fees</i> | \$ _____ |
| Total for Option Period 3: April 1, 2022 to March 31, 2023 <i>Overall Total (excluding tax) + Travel Fees</i> | \$ _____ |
| Total Price of All Periods (excluding tax) | \$ _____ |

ANNEX C

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria:

| | Mandatory Criteria | Cross Reference to Proposal (Bidding Company to Insert Page #) | Met/Not Met | Comments (Client to Insert at Evaluation) |
|-----------|--|---|--------------------|--|
| M1 | <p>The Bidder must provide a suggested overall training agenda that includes the requirements listed in Appendix A of Annex A as well as those listed in the “Business and/or Technical Environment” and “Location of Work and Travel” sections of the Statement of Work. Agenda and Course Outline must include: <u>Suggested overall training agenda, including</u></p> <ul style="list-style-type: none"> - Length in hours (convert to days using 7.5 hours as a full day) - Course schedule - Travel days and time off <p><u>For each training course, an outline explaining how the Contractor plans to deliver the training must be provided. It should contain:</u></p> <ul style="list-style-type: none"> - Specific methodologies - The number of hours required, above and beyond minimum expected - The number of hours of overtime required - The location and description of classrooms, facilities and field training sites suggested - The total daily travel time expected to reach the training location - The equipment that will be provided by the Contractor - The ratio of participants per instructor - The name of instructors that will provide training - Whether any expertise will be sub-contracted or not, as well as identifying what work will be sub-contracted (if applicable) - A contingency plan, for unforeseen conditions such as illness or bad weather | | | |
| M2 | <p>The Bidder must demonstrate with detailed training course outlines that its services will meet all of Water Survey of Canada enabling objectives listed in Appendix A of Annex A.</p> | | | |

| | | | | |
|-----------|---|--|--|--|
| M3 | The Bidder must demonstrate that it has delivered two training sessions for a duration of 2 continuous weeks and each session within the last 2 years The Bidder must provide two reference letters from organizations which received training | | | |
| M4 | The Bidder must present a resume for each proposed instructor demonstrating teaching experience in the last two years for the training courses outlined in Appendix A of Annex A. | | | |

Point Rated Technical Criteria:

| | | | Cross Reference to Proposal (Bidding Company to Insert Page #) | Maximum Points Possible | Score Received (Client to Insert at Evaluation) | Comments (Client to Insert at Evaluation) |
|--------------------------|---|--|---|--------------------------------|--|--|
| Training Location | | | | | | |
| R1. | The Bidder should clearly identify in its proposal 2 primary locations where the bidder would be delivering the training sessions | <ul style="list-style-type: none"> • 10 points if all primary locations suggested are ideal locations • 6 points if one primary location suggested is an ideal location and the other is within a 3 hour drive by car from an ideal location • 3 points if the two primary locations suggested are within a 3 hour drive by car from an ideal location • 0 point for any other case. <p>*Please note, ECCC views ideal locations for this training to be: Yellowknife, Edmonton, Winnipeg,</p> | | 10 | | |

| | | | | | | |
|------------------------------|---|---|--|-------------------|--|--|
| | | or Ottawa. | | | | |
| Instructor Experience | | | | | | |
| R2. | <p>The Bidder should clearly demonstrate the number of times each proposed instructor taught each course listed in Appendix A of Annex A in the last 2 years (defined relative to date of RFP). The Bidder must complete the template in Attachment 1 to Appendix C and provide documentation with details that, include dates and who the training was delivered to.</p> | <p>Scoring will be based on the number of trainers as defined by training ratios from the SoW and a number of participants assumed to be 25.</p> <p>Refer to Attachment 1 to Appendix C</p> | | 102 | | |
| Company experience | | | | | | |
| R3. | <p>The Bidder should clearly demonstrate its experience delivering the required training sessions by providing the course name from Appendix A to Annex A and number of training sessions that it has delivered in the last 2 years and provide documentation with details that, include dates and who the training</p> | <p>Scoring will be based on the number of sessions in the past two years and the number of courses per session.</p> <p>Refer to Attachment 2 to Appendix C</p> | | 1 Minimum 4 | | |

| | | | | | | |
|--|-------------------|--|--|--------------|------------|--|
| | was delivered to. | | | | | |
| | | | | Total | 116 | |

**APPENDIX C
ATTACHMENT 1**

| Proposed Instructor*: | | |
|--|--|--|
| Course | Number of Times Delivered in the Past Two Years | Maximum Number of Points/Instructor |
| Wilderness Survival | | 3 |
| Ice Surface Safety | | 3 |
| Ice Auger Safety | | 3 |
| Snowmobile Safety | | 3 |
| Skid Control | | 3 |
| Fixed Wing Aircraft Safety | | 3 |
| Helicopter Safety | | 3 |
| Aircraft Underwater Egress Training | | 3 |
| Restricted Radio Operator Aeronautical | | 3 |

***This table must be filled for each instructor proposed for a course**

0 point – instructor has not delivered the course in the past 2 years

1 point – instructor delivered the course 1 - 3 times in the past 2 years

2 points – instructor delivered the course 4 – 7 times in the past 2 years

3 points – instructor delivered the course 8 times or more in the past 2 years

| R2 – Point Scale | | |
|--|--|--|
| Course | Total Score (Sum of score from each instructor participating in the entire course delivery) | Maximum Number of Points per course (based on instructor/participant ratio) |
| Wilderness Survival | | 15 |
| Ice Surface Safety | | 21 |
| Ice Auger Safety | | 9 |
| Snowmobile Safety | | 9 |
| Skid Control | | 9 |
| Fixed Wing Aircraft Safety | | 6 |
| Helicopter Safety | | 6 |
| Aircraft Underwater Egress Training | | 21 |
| Restricted Radio Operator Aeronautical | | 6 |
| Total: | | 102 |

**APPENDIX C
ATTACHMENT 2**

| R3 – Point Scale | | | | | |
|---|------------------------------------|---|--|--|--|
| <p>Number of training sessions delivered by your company during the last 2 years. (To be considered, a “training session” should have combined at least 3 specialized OHS courses normally provided individually, such as but not limited to the courses listed in Appendix A of Annex A, and have lasted at least 5 successive days.)</p> | <p>0 point for none</p> | <p>1 point for 1 to 2 sessions</p> | <p>2 points for 3 to 4 sessions</p> | <p>3 points for 5 to 6 sessions</p> | <p>4 points for 7 and more sessions</p> |
| <p>The bidder should describe the courses covered and length of each session to be considered for this score.</p> | | | | | |

ANNEX D

INSURANCE REQUIREMENT

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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.
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*