

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada

#### **Electronic Copy:**

soumissionsbids@ec.gc.ca

# BID SOLICITATION DEMANDE DE SOUMISSONS

# PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA

We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.

## SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA

Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).

#### Title - Titre

Geostationary Operational Environmental Satellites (GOES-R) Network Maintenance

EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000063154

Date of Bid solicitation – Date de la demande de soumissions 2022-03-25

# Bid Solicitation Closes - La demande de soumissions prend fin

at – à 2:00 P.M. on – le 2022-04-20

# Time Zone – Fuseau horaire

Eastern Daylight time (EDT)

#### F.O.B - F.A.B

Destination

# Address Enquiries to - Adresser toutes questions à

Angela Quan

Angela.Quan@ec.gc.ca

Telephone No. - Nº de téléphone

Fax No. - No de Fax

# Delivery Required - Livraison exigée

See Statement of Work herein.

# Destination of Services / Destination des services

See Statement of Work herein.

### Security / Sécurité

There is a security requirement associated with this solicitation.

# Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur

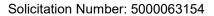
Telephone No. - N° de téléphone

Fax No. - N° de Fax

Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date





# **TABLE OF CONTENTS**

PART	1 - GENERAL INFORMATION	4
1.1.	Introduction	4
1.2.	Summary	4
1.3.	Debriefings	5
PART	2 - BIDDER INSTRUCTIONS	6
2.1.	Standard Instructions, Clauses and Conditions	6
2.2.	SACC Manual Clauses	7
2.3.	Submission of Bids	7
2.4.	Former Public Servant – Competitive Bid	7
2.5.	Enquiries - Bid Solicitation	8
2.6.	Applicable Laws	9
2.7.	Improvement of Requirement During Solicitation Period	9
2.8.	Bid Challenge and Recourse Mechanisms	9
PART	3 - BID PREPARATION INSTRUCTIONS	
3.1.	Bid Preparation Instructions	10
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	19
4.1.	Evaluation Procedures	19
4.2.	Technical Bid Evaluation Criteria	19
4.3.	Financial Bid Evaluation	22
4.4.	Basis of Selection	23
PART	5 - CERTIFICATIONS	25
5.1.	Certifications Required Precedent to Contract Award	25
5.2.	Additional Certifications Required Precedent to Contract Award	25
PART	6 - SECURITY AND OTHER REQUIREMENTS	27
6.1.	Security Requirement	27
6.2.	Insurance Requirements	27
PART	7 - RESULTING CONTRACT	28
7.1.	Statement of Work	28
7.2.	Standard Clauses and Conditions	28
7.3.	Security Requirement	28
7.4.	Term of Contract	28
7.5.	Authorities	29
7.6.	Proactive Disclosure of Contracts with Former Public Servants	30



7.7.	Payment	.30
7.8.	Invoicing Instructions	.31
7.9.	Compliance	.31
7.10.	Applicable Laws	.32
7.11.	Priority of Documents	.32
7.12.	Insurance Requirements – Specific requirement	32
7.13.	Dispute Resolution	.33
ANNEX	( "A"	.34
STAT	EMENT OF WORK	.34
ANNEX	( "B"	.39
BASI	S OF PAYMENT	.39
ANNEX	( "C"	.40
SECU	JRITY REQUIREMENTS CHECK LIST	.40
ANNEX	( "D"	.43
INSU	RANCE REQUIREMENTS	.43
ANNEX	( "E"	.45
SUPF	PLIER LIST OF NAMES	.45
ANNEX	( "F"	.47
CER	FIFICATE OF VACCINATION AGAINST COVID-19 - SUPPLIER	.47

# **List of Attachments:**

Attachment 1 to Part 3, Financial Bid Presentation Sheet

#### **List of Annexes:**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	Insurance requirements
Annex E	Supplier list of names
Annex F	Certificate of Vaccination Against Covid-19 – Supplier



#### **PART 1 - GENERAL INFORMATION**

#### 1.1. Introduction

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

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

The Attachment includes the Financial Bid Presentation Sheet.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Supplier list of names, the Certificate of Vaccination Against Covid-19 – Supplier and any other annexes.

# 1.2. Summary

- 1.2.1 Environment and Climate Change Canada requires for professional services to support and maintain the Geostationary Operational Environmental Satellites (GOES-R) reception systems to ensure a high standard of operations of the reliability and sustainability of the network for the Meteorological Service of Canada (MSC) critical weather forecasting and environmental monitoring programs. This contract consists of two parts. The first part is a guaranteed annual preventative routine maintenance. The second part is timely and efficient technical support services including but not limited to repairs and upgrades to the satellite reception systems in case of an operational malfunction and consulting services, both on an as-needed basis. All details are provided in the Statement of Work, Annex A to the bid solicitation. The contract period will be for three (3) years from May 1, 2022 to April 30, 2025 with additional two (2) option years.
- 1.2.2 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 <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

Solicitation Number: 5000063154

- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 1.2.4 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.
- 1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada—Chile Free Trade Agreement, the Canada—Colombia Free Trade Agreement, the Canada—Honduras Free Trade Agreement, the Canada—Korea Free Trade Agreement and the Canada—Panama Free Trade Agreement.
- 1.2.6 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

# 1.3. 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.



Climate Change Canada

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1. 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 PSPC/PWGSC Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual) 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 (2020-05-28) 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 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 and Climate Change Canada"

#### At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

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

**Delete:** In its entirety

#### 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"

#### 2.2. SACC Manual Clauses

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

#### 2.3. Submission of Bids

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

## 2.4. 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 <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not



include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u> 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, , 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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

a. name of former public servant;

applicable:

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 <a href="Contracting">Contracting</a> Policy Notice: 2019-01 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.

#### 2.5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.



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

## 2.6. Applicable Laws

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

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.

# 2.7. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### 2.8. Bid Challenge and Recourse Mechanisms

# **Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



**PART 3 - BID PREPARATION INSTRUCTIONS** 

## 3.1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy in PDF format by email)

Section II: Financial Bid (1 electronic copy in PDF format by email)

Section III: Certifications (1 electronic copy in PDF format by email)

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 by 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: <a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a>

Attention: Angela Quan

Solicitation Number: 5000063154

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 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 Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- **1.2** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

#### 1.3 Price Breakdown

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

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the Dorval (QC), Downsview (ON), and Vancouver (BC) Regions.
- (ii) travel between the successful bidder's place of business and the Dorval (QC), Downsview (ON), and Vancouver (BC) Regions; and
- (iii) the relocation of resources

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

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private



vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Solicitation Number: 5000063154

- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.4.** 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.



ATTACHMENT 1 TO PART 3 - FINANCIAL BID PRESENTATION SHEET

Solicitation Number: 5000063154

The Bidder must complete the Financial Bid Table provided below for the contract years and option years.

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 hourly rates. FOB destination, Canadian customs duties and excise taxes included.

The volumetric data are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

Table 1. CONTRACT YEAR 1 - From May 1, 2022 to April 30, 2023

Item	Description	Volumetric data (Estimated Quantity)	Unit of Issue	Firm Unit Price	Total Estimated Cost
	g Schedule 1 - Regular annual preventativ				01.1
	ontractor will be paid the following firm price at Annex A.	tor work pertor	med in acco	ordance with the	Statement of
1.	Two (2) annual routine preventative maintenance visits at each of the four (4) GOES-R reception stations				\$
Pricing Schedule 2 - Additional work "As and When Required"  The Contractor will be paid the following firm hourly rates for work performed pursuant to this C accordance with the Statement of Work at Annex A.					Contract, in
2.	Consulting services on satellite data reception equipment, future installations, upgrades and/or modernization of the current network	10	hours	\$/ hr	\$
3.	Technical expert support and/or repairs and upgrades of the GOES-R satellite reception systems for known and/or unforeseen issues stations	55	hours	\$/ hr	\$
4.	Annual Travel Cost				Up to a maximum of \$ 7,500.00
		ТОТА	L YEARLY	COST - Year 1	\$



Environment and Climate Change Canada

# Table 2. CONTRACT YEAR 2 - From May 1, 2023 to April 30, 2024

Item	Description	Volumetric data (Estimated Quantity)	Unit of Issue	Firm Unit Price	Total Estimated Cost
	g Schedule 1 - Regular annual preventativ				
	ontractor will be paid the following firm price at Annex A.	for work perfori	med in acc	ordance with the	Statement of
1.	Two (2) annual routine preventative maintenance visits at each of the four (4) GOES-R reception stations				\$
Pricing Schedule 2 - Additional work "As and When Required"  The Contractor will be paid the following firm hourly rates for work performed pursuant to this accordance with the Statement of Work at Annex A.					Contract, in
2.	Consulting services on satellite data reception equipment, future installations, upgrades and/or modernization of the current network	10	hours	\$/ hr	\$
3.	Technical expert support and/or repairs and upgrades of the GOES-R satellite reception systems for known and/or unforeseen issues stations	55	hours	\$/ hr	\$
4.	Annual Travel Cost				Up to a maximum of \$ 7,500.00
TOTAL YEARLY COST - Year 2				\$	



Environment and Climate Change Canada

# Table 3. CONTRACT YEAR 3 - May 1, 2024 to April 30, 2025

Item	Description	Volumetric data (Estimated Quantity)	Unit of Issue	Firm Unit Price	Total Estimated Cost
The C	g Schedule 1 - Regular annual preventation ontractor will be paid the following firm price at Annex A.				Statement of
1.	Two (2) annual routine preventative maintenance visits at each of the four (4) GOES-R reception stations				\$
The C	g Schedule 2 - Additional work "As and Wontractor will be paid the following firm hourly dance with the Statement of Work at Annex A	y rates for work		pursuant to this	Contract, in
2.	Consulting services on satellite data reception equipment, future installations, upgrades and/or modernization of the current network	10	hours	\$/ hr	\$
3.	Technical expert support and/or repairs and upgrades of the GOES-R satellite reception systems for known and/or unforeseen issues stations	55	hours	\$/ hr	\$
4.	Annual Travel Cost	1		1	Up to a maximum of \$7,500.00
	TOTAL YEARLY COST - Year 3				



Environment and Climate Change Canada

Table 4. OPTION YEAR 1- From May 1, 2025 to April 30, 2026

Item	Description	Volumetric data (Estimated Quantity)	Unit of Issue	Firm Unit Price	Total Estimated Cost
The C	g Schedule 1 - Regular annual preventation ontractor will be paid the following firm price				Statement of
1.	Two (2) annual routine preventative maintenance visits at each of the four (4) GOES-R reception stations				\$
Pricing Schedule 2 - Additional work "As and When Required"  The Contractor will be paid the following firm hourly rates for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.					Contract, in
2.	Consulting services on satellite data reception equipment, future installations, upgrades and/or modernization of the current network	10	hours	\$/ hr	\$
3.	Technical expert support and/or repairs and upgrades of the GOES-R satellite reception systems for known and/or unforeseen issues stations	55	hours	\$/ hr	\$
4.	Annual Travel Cost				Up to a maximum of \$ 7,500.00
TOTAL YEARLY COST – Option Year 1					\$



# Table 5. OPTION YEAR 2- From May 1, 2026 to April 30, 2027

Item	Description	Volumetric data (Estimated Quantity)	Unit of Issue	Firm Unit Price	Total Estimated Cost
	g Schedule 1 - Regular annual preventativ				01.1.
	ontractor will be paid the following firm price at Annex A.	tor work perfori	med in acco	ordance with the	Statement of
1.	Two (2) annual routine preventative maintenance visits at each of the four (4) GOES-R reception stations				\$
The C	Pricing Schedule 2 - Additional work "As and When Required"  The Contractor will be paid the following firm hourly rates for work performed pursuant to this accordance with the Statement of Work at Annex A.				
2.	Consulting services on satellite data reception equipment, future installations, upgrades and/or modernization of the current network	10	hours	\$/ hr	\$
3.	Technical expert support and/or repairs and upgrades of the GOES-R satellite reception systems for known and/or unforeseen issues stations	55	hours	\$/ hr	\$
4.	Annual Travel Cost	,			Up to a maximum of \$7,500.00
TOTAL YEARLY COST - Option Year 2				\$	



# **Table 6. SUMMARY:**

Periods of contract	Total Cost
TOTAL YEARLY COST - Year 1: From May 1, 2022 to April 30, 2023	\$
TOTAL YEARLY COST - Year 2: From May 1, 2023 to April 30, 2024	\$
TOTAL YEARLY COST - Year 3: From May 1, 2024 to April 30, 2025	\$
TOTAL YEARLY COST – Option Year 1: From May 1, 2025 to April 30, 2026	\$
TOTAL YEARLY COST – Option Year 2: From May 1, 2026 to April 30, 2027	\$
GRAND TOTAL FOR THE 5 YEARS Bid Price For Evaluation All prices to include travel costs and excluding taxes.	\$
Applicable taxes	\$
Total including taxes	\$



#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1. 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.

#### 4.1.1. Introduction

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

#### 4.1.2. Evaluation Process

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into four stages:

- i. Evaluation of compliance with the Mandatory Technical and Financial Evaluation Criteria
- ii. Evaluation of the Point-Rated Technical Evaluation Criteria
- iii. Evaluation of the Financial Bid
- iv. Basis of Selection of the winning bidder

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

#### 4.2. Technical Bid Evaluation Criteria

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.

For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid



does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

It's the bidder's responsibility to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid.

## 4.2.1. Mandatory Technical Evaluation Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

Mandatory Technical Evaluation Criteria	Compliant (Yes / No)
<b>M1.</b> Each of the proposed resources must have a minimum of five (5) years of experience within the last ten (10) years from bid closing date working in the maintenance and operation of satellite direct readout reception systems used for meteorological data acquisition, as described in the Statement of Work.	
The proposal must demonstrate that the proposed resource possesses the qualifications by providing a detailed résumé of all project team's members including the Project Authority.	
The Bidder must include the following information:  • the project name;	
the client organization;	
<ul><li>the project dates and duration;</li><li>a brief project description;</li></ul>	
the roles and responsibilities of the bidder and the proposed resources including their expertise and contributions to the project; and	
<ul> <li>the name, title and telephone number and/or email address of the client's project authority or authorized representative.</li> </ul>	

A negative response to any of the mandatory requirements will result in the disqualification of the bid without any other consideration.



# 4.2.2. Point-Rated Technical Evaluation criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

For the bid to be valid, the bidder must obtain a minimum pass mark of 25 points score within the technical evaluation based on the following grid. Bids that obtain less than 25 points will be considered non-responsive.

Criteria #	Point-Rated Criterion	Maximum Points	Points awarded	Reference (Page # & Project # of bid confirming that the criteria has been met)
R1	The Bidder should demonstrate, using project description(s), that the proposed resources have experience with maintenance and operation of satellite direct readout reception systems used for meteorological data acquisition, including:  • Performing on-site satellite hardware maintenance • Drafting satellite network maintenance documentation and reporting • Providing satellite network maintenance troubleshooting and improvement recommendations  Points Allocation: • 5-10 years experience inclusively = 5 points • 11-15 years experience inclusively = 10 points • More than 15 years experience = 15 points	15 points		
R2	The Bidder should demonstrate that the proposed resources have experience in satellite direct readout reception equipment and networks for meteorological applications installation and/or modernization such as expert advice on satellite data reception equipment, future installations, upgrades and/or modernization of the current network.  Points Allocation:  No experience = 0 point  Less than 5 years experience = 5 points  5 to 10 years experience inclusively = 10 points  More than 10 years experience = 15 points	15 points		
R3	The Bidder should have experience working with federal government departments or agencies in operational and business transformation/modernization projects or initiatives related to satellite data reception equipment and	15 points		

networks for meteorological applications.		
Points Allocation:  No experience = 0 point  Less than 5 years experience = 5 points  5 to 10 years experience inclusively = 10 points  More than 10 years experience = 15 points		
Total Score Minimum Pass Mark: 25/45	Maximum points available: 45 points	

#### 4.3. Financial Bid Evaluation

# 4.3.1. Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids, which fail to meet the mandatory financial criteria, will be declared non-responsive.

Mandatory Financial Criterion	Compliant (Yes / No)
MF1. The total cost of the Bid must not exceed \$25,000.00 CAD per year including travel cost allowances and excluding applicable taxes.	

Once the technical evaluation scores are established for all bids, the Financial Bid will be opened and evaluated by the Contracting Authority. The technical scores will not be changed once the financial bids are opened.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The Total Bid Price for Evaluation will be established as per the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3. Bidders must complete all cells within Attachment 1 to Part 3 in order for their bid to be deemed responsive.

*Note:* a cell cannot remain blank. If an amount of \$0.00 or NIL is provided in the Bid for a portion of the Work, the Bidder must understand that all related work must be performed for the dollar value indicated in the Bid (i.e. \$0).

The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

Failure to complete Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3, as per the instructions above, will render the bid non-responsive.

#### 4.4. Basis of Selection

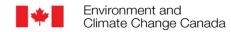
# Highest combination of technical merit (70%) and Price (30%)

The selection will be based on the highest responsive combined rating of technical merit and Price. The ratio will be 70% for the technical merit and 30% for the price.

- (a) To be declared responsive, a bid must:
  - (i) comply with all the requirements of the bid solicitation;
  - (ii) meet all mandatory technical and financial evaluation criteria; and
  - (iii) obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 45 points;
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- (d) 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%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) 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 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.

Technical Score = 
$$\frac{\text{Bidder's Points}}{45}$$
 x 70% = XXX



# Total Score = Technical Score + Financial Score

# **Example of calculation**

		Bidder 1 Bidder 2		Bidder 3
Overall Technical Score		40/45	30/45	25/45
Bid Evaluate	ed Price	\$100,000.00	\$110,000.00	\$140,000.00
Calculations	Technical Merit Score	40/45 x 70 = 62.22	30/45 x 70 = 46.67	25/45 x 70 = 38.89
	Pricing Score	100/100 x 30 = 30	100/110 x 30 = 27.27	100/140 x 30 = 21.43
Combined Rating		92.22	73.94	60.32
Overall Rating		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>



#### **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.

# 5.1. Certifications Required Precedent to Contract Award

## 5.1.1. 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 "Supplier List of Names" in Annex E.

# 5.1.2. 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 available at the bottom of the page of the <a href="Employment and Social Development Canada (ESDC) - Labour's">Employment and Social Development Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

### 5.2. 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.



5.2.1. 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.

## 5.2.2. Education and Experience

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

# 5.3. Certifications Required with the Bid

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

# 5.3.1. COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation in Annex F, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.



PART 6 - SECURITY AND OTHER REQUIREMENTS

# 6.1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;

Solicitation Number: 5000063154

- (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;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

# 6.2. Insurance Requirements

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 the contract.

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.

#### 7.1. Statement of Work

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

#### 7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/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.

#### 7.2.1. General Conditions

2035 (2021-12-02), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

#### 7.2.2. Supplemental General Conditions

4013 (2021-11-29) - Compliance with on-site measures, standing orders, policies, and rules

# 7.3. Security Requirement

- **7.3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.
  - 1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC)
  - 2. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **reliability status**, granted or approved by the CSP, PWGSC
  - 3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
  - 4. The contractor/offeror must comply with the provisions of the:
    - 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
    - 2. Contract Security Manual (latest edition)
- **7.3.2** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

# 7.4. Term of Contract

## 7.4.1 Period of the Contract

The period of the Contract is from May 1, 2022 to April 30, 2025 inclusive.



# 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (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 least five (5) 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.

#### 7.4.3 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.

#### 7.5. Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

### Angela Quan

Procurement Specialist
Environment and Climate Change Canada
Procurement and Contracting Division
105 McGill, 5<sup>th</sup> Floor, Montreal QC H2Y 2E7
E-mail address: Angela.Quan@ec.gc.ca

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

## 7.5.2 Technical Authority

#### Environnement et Changement climatique Canada

Solicitation Number: 5000063154

Address:	
Telephone:	· <del>-</del>
Facsimile: -	_
E-mail address:	

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

# 7.5.3 Contractor's Representative

Vame: \_\_\_\_\_ Name: \_\_\_\_ Title: \_\_\_ Organization: \_\_\_ Address: \_\_\_ Telephone: \_\_\_ - \_\_ - \_\_ Facsimile: \_\_ - \_\_ - \_\_ E-mail address: \_\_\_ \_\_

#### 7.6. 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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 7.7. Payment

#### 7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (To be completed at contract award). Customs duties are included and Applicable Taxes are extra.

#### 7.7.2 Travel and living expenses

The Contractor will be reimbursed up to a maximum of \$7,500.00 per year excluding taxes for authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with meal allowances and the use of a private vehicle that are specified in Appendices B, C and D of the National Joint Council Travel Directive, and other provisions of the Directive that refer to "travellers" rather than those refer to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.



All travel must be approved in advance by the Technical Authority. All payments are subject to government audit.

# 7.7.3 Limitation of Expenditure

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

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.

#### 7.7.3 Terms of Payment

H1008C (2008-05-12) Monthly Payment

#### 7.7.4 Time Verification

C0711C (2008-05-12) Time Verification

# 7.8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

- 1. Each invoice must be supported by:
  - a. copy of time sheets to support the time claimed;
  - b. copy of the release document and any other documents as specified in the Contract;
  - c. copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;



- d. copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

# 7.9. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 7.10. Applicable Laws

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

# 7.11. 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) the supplemental general conditions 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions 2035 (2021-12-02);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Supplier list of names;
- (i) Annex F, Certificate Of Vaccination Against Covid-19 Supplier;
- the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_or,as amended on \_\_\_\_.

  (To be completed at contract award.)

# 7.12. Insurance Requirements – Specific requirement

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

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



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

# 7.13. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX "A"
STATEMENT OF WORK

Solicitation Number: 5000063154

Title: Geostationary Operational Environmental Satellites (GOES-R) Network Maintenance

# 1.0 Purpose

To provide professional services to support the maintenance of Environment and Climate Change Canada's (ECCC) GOES-R satellite reception network.

# 2.0 Background

The Meteorological Service of Canada (MSC), a branch of Environment and Climate Change Canada (ECCC), maintains and operates four (4) satellite reception stations to receive meteorological satellite data broadcast from the National Oceanic and Atmospheric Administration's (NOAA) Geostationary Operational Environmental Satellites (GOES)-R Series of satellites. These satellites provide near-continuous information for the MSC's weather forecasting and environmental monitoring programs. The MSC currently operates four (4) GOES-R reception stations at three (3) sites: Dorval (QC), Downsview (ON), and Vancouver (BC). The MSC's GOES-R antenna reception systems require routine maintenance and expert support to ensure the reliability and sustainability of the network.

# 2.1 Objective

The objective of this contract is to ensure that ECCC's mission critical satellite network for the reception, processing and delivery of GOES-R meteorological satellite data is properly maintained to a high standard of operations. A portion of the contract is guaranteed work (2 annual preventative maintenance visits per station), while the remainder of the contract is for timely and efficient support services in case of an operational malfunction, support services for unforeseen maintenance, and consulting services for future planning and investment in the network. All contract elements besides the annual preventative maintenance visits are required on an as-needed basis. The duration of the contract will be three (3) years from May 1, 2022 to April 30, 2025 with two (2) additional option years.

# 2.2 Description of GOES-R Satellite Reception System

The physical infrastructure that makes up a single GOES-R reception station is broken down into two subcomponents – the antenna system and the receiving electronics system. In further detail, each GOES-R station consists of, at minimum:

- 1) A fiberglass reflector dish, approximately 5 m in diameter,
- 2) Legs, mount hardware, and cables,
- 3) An outdoor control unit that is used to physically point the antenna,
- 4) An indoor control unit that is used to physically point the antenna,
- 5) An FLB (filter low noise amplifier and block converter),
- 6) A receiver/demodulator

The receiver/demodulator sends raw satellite signal data to Government of Canada IT server infrastructure that processes the satellite signal into Level 1B and Level 2 satellite data products. Maintenance of these IT systems is the responsibility of the Government of Canada and not a deliverable for the Contractor.



Figure 1 GOES-R Satellite Reception Antenna (reflector dish)



Figure 2 - GOES-R receiver/demodulator



Environment and Climate Change Canada

# 3.0 Scope of work

#### 3.1 Tasks

The work may include, but is not necessarily be limited to:

- Regular annual preventative technical maintenance. Specifically, two (2) annual routine
  maintenance visits at each of the four (4) GOES-R reception stations, located at three
  (3) sites across Canada.
- Technical expert support, and/or repairs of the GOES-R satellite reception systems for known and/or unforeseen issues on an as and when required basis. A timely response is expected. This work includes but not limited to repairs, upgrades, modifications and/or testing for the existing stations.
- Consulting services, as they relate to the GOES-R network or other satellite antenna reception activities for ECCC. This work could include, but not limited to, expert advice on satellite data reception equipment, future installations, upgrades and/or modernization of the current network.

#### 4.0 Deliverables

The contractor must provide detailed work reports of the work completed, to the Technical Authority following any site visits. The reports should also identify any arising issues and the appropriate recommendations to address and resolve. There are no security concerns with the content of these reports and can therefore be transmitted to the Technical Authority in electronic format.

#### 5.0 Execution

The work to be performed includes the supply of the labour, equipment and materials necessary to carry out the work mentioned in order to maintain ECCC's GOES-R satellite reception network for the duration of the agreement.

All services should be conducted in coordination with the Technical Authority. For preventive maintenance, a regular schedule should be agreed upon between contractor and Technical Authority. For a service request, a time and date should be coordinated before the site visit.

The annual preventive maintenance service portion of the contract should identify current state of the GOES-R system as well as any defects and/or potential issues, to ensure the resilience and optimal functionality of the GOES-R satellite reception network. The on-call portion of the contract will be actioned to handle any known issues and/or unforeseen issues with the GOES-R satellite reception network including repairs and upgrades that cannot be executed during the maintenance service site visit.

The supplier must perform at least all the prescribed tasks, according to the established frequencies, for all the preventative maintenance visits.



5.1 Preventative maintenance Service

Routine maintenance visits at each of the four (4) GOES-R satellite reception stations identified in this document, will be completed twice (2) annually in order to mitigate the effects of normal wear and tear, thus preventing breakdowns and equipment being put out of service. These activities include, but are not limited to:

- Conducting visual and physical inspection of the full system and station (including, but not limited to antenna hardware, electronics, infrastructure, instrumentation, mechanics), checking for damage, deterioration, malfunction and/or other issues.
- Performing routine maintenance care on the full system (including, but not limited to cleaning and greasing parts, and testing the full operational capacity of the system, including the antenna, feed, system parts, control checks, readouts, and conducting calibration/validation when necessary).
- Liasing with IT infrastructure personnel to ensure systems are operating normally and identify and address any issues and/or concerns.
- Summarizing and reporting findings and recommendations to the Technical Authority including identify outstanding maintenance issues and estimated time schedule, facility and/or capital issues, system parts.

# 5.2 For Service calls (phone/email)

The Contractor must perform, at its own expense, interventions relating to service calls and diagnosing a problem.

# 5.3 For Service requests (on-site)

The contractor guarantees to be on site, at the time agreed for the meeting between the Technical Authority and the Contractor, but not exceeding 4 hours. The appointments should be scheduled in a timely manner to limit impact to the satellite receiving station network operations.

#### 5.4 For Consultation Services

The Technical Authority and the Contractor agree in writing on the amount of time required for the specific request on new satellite data reception equipment, future installations, upgrades and/or modernization of the current network

# 5.5 Work Schedules

The majority of preventive maintenance work must be performed during normal working hours. If an interruption is necessary during work undertaken during normal working hours, it cannot be made without the approval of the Technical Authority who determines a favorable period in case of acceptance.

Normal working hours are 6 a.m. to 6 p.m. on working days, that is, Monday to Friday, excluding statutory holidays.



## 6.0 Government Supplied Materials

The Contractor will be responsible for providing personal protective equipment, specialized hand tools and power tools.

The cost for any rental of large equipment required during maintenance activities will be provided by ECCC.

## 7.0 Official Languages

The work will be completed in English.

#### 8.0 Work Location

Work will be conducted primarily on-site at any of the ECCC GOES-R satellite reception stations. The MSC currently operates four (4) GOES-R reception stations at three (3) sites:

- Dorval Site: 2121 route Transcanadienne, Dorval, QC, H9P 1J3
- Downsview Site: 4905 Dufferin St, Toronto, ON, M3H 5T4
- Vancouver Site: 101-401 Burrard St., Vancouver, BC, V6C 3S5

# 8.0 Security requirements

Reliability status is required. Escort for Contractor is required to access GOES-R satellite systems.

#### 9.0 Travel

Travel is required to perform the work.

### 10.0 Accessibility Considerations

All written reports should be created in a format that is accessible, as per the Accessibility, Accommodation, and Adaptive Computer Technology Program (AAACT).

# ANNEX "B" BASIS OF PAYMENT

(to be completed at contract award)

#### Environnement et Changement climatique Canada

Solicitation Number: 5000063154

# ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government of Canada	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat  Security Classification / Classification de sécurité
		Security Classification / Classification de securite	

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) ART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE Environment and Climate Meteorological Service of Canada Ministère ou organisme gouvernemental d'origine Change Canada 3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD TBD Brief Description of Work/ Brève description du travail Professional services to support the maintenance of ECCC's GOES satellite reception network on an as and when required basis, including preventative maintenance, repairs, upgrades, modifications or testing for the existing stations at 3 ECCC locations - CMC-Dorval (QC), Downsview (ON), and Vancouver (BC). 5. a) Will the supplier require access to Controlled Goods? Non Oui Le fournisseur aura-t-il accès à des marchandises contrôlées? 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Non Non Yes Regulations? Oui 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? Indicate the type of access required / Indiquer le type d'acces requis a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFED 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'accèsen utilisant le tableau qui se trouve à la question 7. c) b) Will the supplier and its employees (e.g. cleaners, maintenance personn to PROTECTED and/or CLASSIFIED information or assets is permitted. nnel) require access to restricted access areas? No access Oui Non Le fournisseur et ses employés(p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIES n'est pas autorisé. c) Is this a commercial courier or delivery requirement with no overnight storage? Non S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Joui 7. a) Indicate the type of information that the supplier will be required to access/ Indiquer le type of information auquel I e fournisseur devra avoir accès Canada NATO / OTAN Foreign / Étranger . b) Release res All NATO countries No release restrictions No release restrictions Tousies paysde l'OTAN Aucune restriction relative Aucune restriction relative à la diffusion à la diffusion Not releasable A ne pas diffuser Restricted to: / Limité à : Restricted to: / Limité à : Restricted to:/Limité à: Specify country(ies): / Préciser le(s) Specify country(ies): / Préciser le(s) Specify country(ies): / Préciser le(s) pays: 7. c) Level of information / Niveau d'information NATO UNCLASSIFIED PROTECTEDA **PROTÈGÉ A** NATO NON CLASSIFIÉ PROTÈGÉ A PROTECTEDB NATO RESTRICTED PROTECTEDB PROTÈGÉ B NATO DIFFUSION RESTREINTE PROTÈGÉ B PROTECTEDC NATO CONFIDENTIAL PROTECTED C PROTÉGÉ C NATO CONFIDENTIEL PROTÈGÉ C CONFIDENTIAL CONFIDENTIAL NATO SECRET CONFIDENTIEL NATO SECRET CONFIDENTIEL COSMIC TOP SECRET SECRET SECRET SECRET COSMIC TRÉS SECRET SECRET TOP SECRET TOP SECRET TRÉSSECRET TRÉS SECRET TOP SECRET (SIGINT) TOP SECRET (SIGINT)

TBS/SCT 350-103(2004/12)

TRÉS SECRET (SIGINT)

Security Classification / Classification de sécurité

Canadä

TRES SECRET (SIGINT)

Government Gouvernement

# Environnement et Changement climatique Canada

Solicitation Number: 5000063154

Contract Number / Numéro du contrat

	or correct	ACIT HOLOGO.		Security Co.	assification / Classification de	secunte
PART A (cont	inued) / PARTIE A (sui	(te)				
<ol><li>Will the sup</li></ol>	plier require access to P	ROTECTED as	ndior CLASSIFIED COMS			No Yes
	eur aura-t-il accès à des cate the level of sensitivi		tsou à desbiens COMSEC	désignés PROTEGES et	/ou CLASSIFIES?	Non L Oui
	mative, indiquer le nivea		:			
			ive INFOSEC information		UE1-D	No Yes
Le foumiss	eur aura-t-il acces à des	renseignemen	tsou à desbiens INFOSE	de nature extrêmement d	elicate?	Non L Oui
Short Title	s) of material / Titre(s) at	brégé(s) du mat	tériel :			
	Number / Numéro du do					
PART B - PER	RSONNEL (SUPPLIER) rel security screening le	/ PARTIE B - P	ERSONNEL (FOURNISSE veau de contrôle de la séc	(UR) urité du personnel requis		
	COTE DE FIABILITÉ	s	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECRITRES SECRI	
	TOP SECRET - SIGN TRÊS SECRET - SIG		NATO CONFIDENTIAL NATO CONFIDENTIEL			OP SECRET RÉS SECRET
	SITE ACCESS ACCÉS AUX EMPLA	CEMENTS				
_						
	Special comments Commentaires spécia	ux:				
1						
1	NOTE: If multiple leve	ls of screening a	re identified, a SecurityClas	sification Guide must be pro	ovided.	
10 b)Mayun	REMARQUE : Si plus screened personnel be			requis, un guide de classfi	cation de la sécurité doit être	foumi.
			t-il se voir confier des parti	esdu travail?		Non Oui
If Yes, 1	vill unscreened personn affirmative, le personnel	nel be escorted?	? ra-t-il escorté?			No Yes
			MESURES DE PROTECT	ON (FOURNISSEUR)		
INFORMATI	ON/ASSETS / REN	ISEIGNEMENT	S / BIENS			
11. a) Will the premis		receive and sto	re PROTECTED and/or CL	ASSIFIED information or a	assets on its site or	No Yes
Le foun	Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROT ÉGÉS et/ou CLASSIFIÉS?					
			ISEC information or assets' nseignements ou des bien:			No Yes
Leioui	mascur acra-v-r terio de	piotogeraesie	narghemena ou despien	COMBLO		
PRODUCTIO	ON					
	production (manufacture, applier's site or premises		nd/or modification) of PROTI	ECTED and for CLASSIFIED	material or equipment occur	No Yes Non Oui
Lesins	allations du fournisseur s		a production (fabrication et/	ou réparation et/ou modificat	tion) de matériel PROTÉGÉ	
et/ou C	LASSIFIE?					
INFORMATION	ON TECHNOLOGY (TD.)	MEDIA / SIII	PPORTRELATIF À LA TEC	HNOLOGIE DE L'INECEN	IATION (TI)	
INFORMATIO	OR RECHROLOGY (II)	EUA / 30	FFOR I RELATIFA LA IEC	HINDLOGIE DE L'INFORM	IAIIVII (II)	
11, d) Will the	supplier be required to us	e its IT systems	to electronically process, pro	oduce or store PROTECTE	Dand/or CLASSIFIED	No Yes
informa	tion or data?					Non Yes Non Oui
	nisseur sera-t-il tenu d'uti nements ou des données		systèmes informatiques po tipu CLASS/FIES?	ur trailer, produire ou stocke	r electroniquement des	
l lenzing	Tierres des des des la constante de la constan	J. HOTEGEOR	DOG GENGGE IEG			
			ier's IT systems and the gov			No Yes
	era-t-on d'un lien électron nementale?	rique entre le sys	tème informatique du fourni	sseur et celui du ministère o	ou de l'agence	i∠ai Non ∟ Oui
gooden						
TBS/SCT 35	0-103(2004/12)	1	Security Classification /	Classification de sécurité	1	Canadä
						Canada

Government of Canada Gouvernement du Canada

# Environnement et Changement climatique Canada

Solicitation Number: 5000063154

Contract Number / Numéro du contrat

			Security Classifi	cation / Classificatio	n de sécurité	
site(s) or premises. Les utilisateurs qui rempliss niveaux de sauvegarde req For users completing the fo	EC * (suite) rm manually use the summary cha cent le formulaire manuellement d uis aux install ations du fourni sœur. rm online (via the Internet), the sur qui remplissent le formulaire en li	loivent utiliser le tableau réc	capitulatifci-dessou	spour indiquer, pour	r chaque catégorie, le ousquestions	s
dans le tableau récapitulatif		CHART / TABLEAU F	RÉCAPITULATIF		,	
Category PROTECTED PROTECE	CLASSFED CLASSFE	NATO		c	OMSEC	
A B C	CONFIDENTIAL SEGIET TOP SEGIET TRES SEGIET	NATO NATO CONFIDENTIAL NATO NATO CONFIDENTIAL CONFIDENTIAL	SECRET TOP SECRET COGAC TRES SECRET	PROTECTED PROTECCE  A B C CONFIG	DENTIAL SECRET SECRET	65
Information / Assets Renseignements / Biens						口
IT Media /	<del>                                     </del>	<del>                                     </del>			╅┼┼	╢
IT Link / Lien électronique						
	work contained within this SRCL P visé par la présente LVERS est-ell				No Non	Yes Oui
Dans l'affirmative, clas	by annotating the top and botto sifier le présent formulaire en ind urité » au haut et au bas du formu	diquant le niveau de sécu				
	attached to this SRCL be PROTEC ée à la présente LVERS sera-t-elle				Non 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, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces j ointes (p. ex. SECRET avec des pièces j ointes).						

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä



# ANNEX "D" INSURANCE REQUIREMENTS

Solicitation Number: 5000063154

- 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.
  - I. 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. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - 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 <u>Department of Justice</u> <u>Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



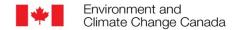
For the province of Quebec, send to:

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

# For other provinces and territories, send to:

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

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



# ANNEX "E" SUPPLIER LIST OF NAMES

Solicitation Number: 5000063154

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 <u>Politique d'inadmissibilité et de suspension</u> 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) <u>Ineligibility and Suspension Policy</u>, 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'entre	prise / Company's address	*Type d'entreprise / Type of Ownership
		☐ Individuel / Individual
		☐ Corporation / Corporation
		☐ 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)

#### Environnement et Changement climatique Canada

Solicitation Number: 5000063154

- 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.
- <sup>2</sup> 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 reception / Board of Visitors

<sup>&</sup>lt;sup>1</sup> **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:



with public servants.

ANNEX "F"
CERTIFICATE OF VACCINATION AGAINST COVID-19 - SUPPLIER

Solicitation Number: 5000063154

l,	(first and last name), as the representative of
	(name of business) pursuant to Contract
	(contract number), warrant and certify that all
personnel that	(name of business) will provide on
this Contract who acces with public servants will	ss federal government workplaces where they may come into contact lbe:
(a) fully vaccinated aga November 15, 2021; or	inst COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of
November 15, 2021, or	
religion or other prohibi subject to accommodat presented to and appro until such time that Car	nada indicates that the vaccination requirements of the Government of
Canada's COVID-19 Va	accination Policy for Supplier Personnel are no longer in effect.
notified of the vaccination Policy for Supplier Personal Policy for Suppli	rel provided by(name of business) have been on requirements of the Government of Canada's COVID-19 Vaccination connel, and that the(name of business) has ance with this requirement.
be true for the duration are subject to verification default if a certification the contract period. Cal	ation provided is true as of the date indicated below and will continue to of the Contract. I understand that the certifications provided to Canada on at all times. I also understand that Canada will declare a contractor in is found to be untrue, whether made knowingly or unknowingly, during nada reserves the right to ask for additional information to verify the comply with any request or requirement imposed by Canada will ler the Contract.
Signature:	
Date:	
<u>Optional</u>	
Canada's COVID-19 Va and disclosed in accord and correct any informa of the Privacy Commiss	e on this Certification Form and in accordance with the Government of accination Policy for Supplier Personnel will be protected, used, stored dance with the Privacy Act. Please note that you have a right to access ation on your file, and you have a right to file a complaint with the Office sioner regarding the handling of your personal information. These rights uals who are deemed to be personnel for the purpose for the Contract

and who require access to federal government workplaces where they may come into contact