

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**PO Box 1408, Room 100**  
**167 Lombard Ave.**  
**Winnipeg**  
**Manitoba**  
**R3C 2Z1**  
**Bid Fax: (204) 983-0338**

## **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

### **Proposal To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### **Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### **Comments - Commentaires**

<b>Title - Sujet</b> Weather Observation - Coral Harbour	
<b>Solicitation No. - N° de l'invitation</b> K4E21-130003/A	<b>Date</b> 2013-10-16
<b>Client Reference No. - N° de référence du client</b> EC	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-202-8689	
<b>File No. - N° de dossier</b> WPG-3-36123 (202)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-11-26</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kozak, Tammy	<b>Buyer Id - Id de l'acheteur</b> wpg202
<b>Telephone No. - N° de téléphone</b> (204) 984-8825 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT Shellie Rouire 123 Main St Suite 150 Winnipeg Manitoba R3C 4W2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

### **Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

### **Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Insurance 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 Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Evaluation Criteria, the Task Authorization Form 572 Task Authorization Form and any other annexes.

### **2. Summary**

A Task Authorization Contract is required for the provision of a meteorological observing program for Environment Canada, at Coral Harbour, NU. The services to be provided will include aerological and Supplementary programs.

- i) The Contract will be for a three (3) year period from date of contract award, estimated December 01, 2013, with provisions for three (3) additional one (1) year option periods
- ii) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site.
- iii) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Agreement on Internal Trade (AIT)
- iv) this procurement is subject to the Nunavut Land Claims and self-Government Agreement: Refer to SM 9.35.802.

### **3. Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Bidders must always submit the list of Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 3. Former Public Servant

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 with FPS, bidders must provide the information required below before contract award.

#### 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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:

name of former public servant;

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

**rate of pay on which lump sum payment is based;**

period of lump sum payment including start date, end date and number of weeks;

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 ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 Manitoba.

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

#### **6. 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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **7. Basis for Canada's Ownership of Intellectual Property**

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.2) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information.

## 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 hard copies)  
 Section II: Financial Bid (1hard copy)  
 Section III: Certifications (1 hard copies)

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

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

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

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

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

#### 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.

#### Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### 1.2 Exchange Rate Fluctuation

C3011T (2013-04-25), Exchange Rate Fluctuation

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

- A) Ability to perform the full scope of the work as identified in Annex A - Statement of Work.
- B) Weather Observers Resumes - The Bidder **must** include the names, proximity to work site, related work history and a signed Agreement to Work from all potential weather observers who are proposed to work in the program under this Contract. For persons with previous weather observing experience, the degree to which training of those individuals is required, will solely be at the discretion of Environment Canada.
- C) Station Manager - A local Station Manager **MUST BE APPOINTED**. Bidders must either identify that individual by name in the proposal **OR** state a commitment to have such a person for the start of the contract.

#### 1.1.2 Point Rated Technical Criteria

Refer to Annex E

### 1.2 Financial Evaluation

Refer to Annex E

- 1.2.1 SACC Manual Clause A0220T (2010-01-11), Evaluation of Price

### 2. Basis of Selection

#### 2.1.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating PLUS a minimum score of 70% in the area of "Staff Qualifications". The rating is performed on a scale of 1150 points.

#### 2.1.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 60% of the bid and price at 40%. The Contract will be awarded to the bidder with the highest Total Score.

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

$$\text{Technical Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 60\%$$

$$\text{Cost Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Cost}} \times 40\%$$

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 2. Additional Certifications 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 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.

#### 2.1 Education and Experience

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

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## **2.2 Status and Availability of Resources**

### **2.2.1 SACC Manual clause A3005T (2010-08-16) Status and Availability of Resource**

**PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS****1. Security Requirement**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7-Resulting Contract Clauses;
  - (b) 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;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

### 1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 1.2.1 Task Authorization Process

1.2.1.1 The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form..

1.2.1.2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

1.2.1.3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

1.2.1.4 The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### 1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ TO BE DETERMINED AT CONTRACT AWARD, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

#### 1.2.3 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: September 1 to November 30;

2nd quarter: December 1 to February 28;

3rd quarter: March 1 to May 31; and

4th quarter: June 1 to August 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

#### For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

## 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 3. Security Requirement

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 Canadian Industrial Security Directorate (CISD), 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 CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The Contract will be for a three (3) year period from date of award, estimated December 01, 2013.

##### **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 period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Tammy Kozak  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100-167 Lombard Avenue  
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-984-8825  
Facsimile: 204-983-7796  
E-mail address: tammy.kozak@pwgsc-tpsgc.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.

## 5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_ TO BE DETERMINED AT CONTRACT AWARD \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## 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 - Firm Unit Price(s)

For the work described in Pricing Schedule 1 in Annex B:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price of \$ \_\_\_\_\_ TO BE DETERMINED AT CONTRACT AWARD \_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



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.

### **7.1.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### **7.1.3 Basis of Payment - Limitation of Expenditure**

For the Work described in Pricing Schedule 2 of Annex B:

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 DETERMINED AT CONTRACT AWARD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **7.1.4 Limitation of Expenditure**

- 6.2.1. Canada's total liability to the Contractor under the Contract must not exceed \$ TO BE DETERMINED AT CONTRACT AWARD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- 6.2.2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 6.2.3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor

### **6.4 Multiple Payments**

SACC Manual clause H1001C (2008-05-12), Multiple Payments

### **6.5 Time Verification**

C0710C (2007-11-30), Time and Contract Price Verification

## 7. Invoicing Instructions

1. 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.

## 8. Certifications

### 8.1 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.

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

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

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_TO BE DETERMINED AT CONTRACT AWARD\_\_\_\_.

## 10. 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 general conditions 2035 (2013-06-27) General conditions - Higher complexity - Services;
- (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) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated \_\_\_\_TO BE DETERMINED AT CONTRACT AWARD\_\_\_\_,

## 11. SACC Manual clauses

A9068C (2010-01-11), Government Site Regulations

## **12 Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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**ANNEX A**

**STATEMENT OF WORK**

***See Attached Document***

**APPENDIX 1 to ANNEX A**

**GENERAL TERMS AND CONDITIONS**

***See Attached Document***

**APPENDIX 2 to ANNEX A**

**CHURCHILL HAZARDS**

***See Attached Document***

**APPENDIX 3 to ANNEX A**

**LIQUIDATED DAMAGES AEROLOGY**

***See Attached Document***

**ANNEX B****BASIS OF PAYMENT****1. INSTRUCTIONS**

1.1. It is **MANDATORY** that bidders submit prices/rates for the all the periods of the proposed contract and the option years in the following pricing schedules. This section, when completed, will be considered as the bidder's Financial Proposal.

1.2. Should there be an error in the extended pricing of the bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidders' proposal shall be changed to reflect the quantities stated in the RFP.

1.3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

1.4 The quantities and estimates specified below are provided for evaluation purposes only.

1.5 Bidders must provide offers as per the unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

1.6 Where applicable, rates for hotel accommodations and/or expenses for the Operator will be in accordance with the Treasury Board Travel Directive Policy. Reference Appendix "C" - Meal & Incidental Rates (Canada/USA) [Http://publiservice.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/c-eng.asp](http://publiservice.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/c-eng.asp)

**HOLDBACK:**

There will be a 10% per month holdback of the monthly amount payable, for each month of the contract, starting with the start-up of the contract, in which the required documentation for WHMIS, TDG, and emergency action plan, are not received. Upon satisfactory completion of all of the conditions indicated above, all moneys withheld will be paid to the Contractor.

If all items above are not satisfied within six (6) months of the start of the Contract, the 10% holdback accumulated for the six (6) month period, will be forfeited to Canada and each subsequent month's holdback will immediately be forfeited to Canada until such time as the items are satisfied. If at the end of the first year of the Contract, if all of the stated items are not satisfied, the Contract will not be renewed.

**AS AND WHEN REQUESTED WORK**

**Estimates** - Where an estimate of the cost of performing specific work is required, the Project Authority will provide the Contractor with a statement of the work required and the Contractor must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Contract. The Contractor must not undertake any of the specified work until approval is given by the Project Authority.

**An estimate will be required for all "AS AND WHEN" requested services.** When a cost estimate has been completed and accepted by the Project Authority, fully completed work or services relating to each individual task will be performed or provided at a cost no greater than 110% of each estimate.

**CONTRACT YEAR 1 - Estimated December 01, 2013 - November 30, 2014**

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A .					
1.	Aerological Observations	848	EA	\$	\$
2.	Monthly Electrolyser Checks	14	Ea	\$	\$
3.	Snow Survey Measurements	20	Ea		
4.	Ice Survey Measurements	34	Ea	\$	\$
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.					
1.	Hourly Labour Rate	40	HR	\$	\$
<b>Price for Evaluation</b>					<b>\$</b>

**CONTRACT YEAR 2 - Estimated December 01, 2014 - November 30, 2015**

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A .					
1.	Aerological Observations	730	EA	\$	\$
2.	Monthly Electrolyser Checks	12	Ea	\$	\$
3.	Snow Survey Measurements	16	Ea		
4.	Ice Survey Measurements	30	Ea	\$	\$
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.					
1.	Hourly Labour Rate	36	HR	\$	\$
<b>Price for Evaluation</b>					<b>\$</b>

**CONTRACT YEAR 3 - Estimated December 01, 2015 - November 30, 2016**

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A .					
1.	Aerological Observations	732	EA	\$	\$
2.	Monthly Electrolyser Checks	12	Ea	\$	\$
3.	Snow Survey Measurements	16	Ea		
4.	Ice Survey Measurements	30	Ea	\$	\$
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.					
1.	Hourly Labour Rate	36	HR	\$	\$
<b>Price for Evaluation</b>					<b>\$</b>

**OPTION YEAR 1 - Estimated December 01, 2016 - November 30, 2017**

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A .					
1.	Aerological Observations	730	EA	\$	\$
2.	Monthly Electrolyser Checks	12	Ea	\$	\$
3.	Snow Survey Measurements	16	Ea		
4.	Ice Survey Measurements	30	Ea	\$	\$
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.					
1.	Hourly Labour Rate	36	HR	\$	\$
<b>Price for Evaluation</b>					<b>\$</b>

**OPTION YEAR 2 - Estimated December 01, 2017 - November 30, 2018**

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A .					
1.	Aerological Observations	730	EA	\$	\$
2.	Monthly Electrolyser Checks	12	Ea	\$	\$
3.	Snow Survey Measurements	16	Ea		
4.	Ice Survey Measurements	30	Ea	\$	\$
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.					
1.	Hourly Labour Rate	36	HR	\$	\$
<b>Price for Evaluation</b>					<b>\$</b>

**OPTION YEAR 3 - Estimated December 01, 2018 - November 30, 2019**

Line	Description	Est. Qty	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A .					
1.	Aerological Observations	730	EA	\$	\$
2.	Monthly Electrolyser Checks	12	Ea	\$	\$
3.	Snow Survey Measurements	16	Ea		
4.	Ice Survey Measurements	30	Ea	\$	\$
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.					
1.	Hourly Labour Rate	36	HR	\$	\$
<b>Price for Evaluation</b>					<b>\$</b>



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**BID PRICE FOR EACH PERIOD**

**Contract Period 1** - \_\_\_\_\_

**Contract Period 2** - \_\_\_\_\_

**Contract Period 3** - \_\_\_\_\_

**Option Year 1** - \_\_\_\_\_

**Option Year 2** - \_\_\_\_\_

**Option Year 3** - \_\_\_\_\_

**TOTAL PRICE FOR EVALUATION**      \$ \_\_\_\_\_

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**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST**

***See Attached  
Document***

**ANNEX D****INSURANCE REQUIREMENTS****D.1 Commercial General Liability Insurance**

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

**D.2 Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:
 

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**D.3 All Risk Property Insurance**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. The Government's Property must be insured on replacement cost basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The All Risks Property insurance policy must include the following:

(a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.

(b) Loss Payee: Canada as its interest may appear or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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**ANNEX "E"****TASK AUTHORIZATION APPROVAL FORM**

Task Authorization Approval Form					
Task Authorization Order No.:			Date:		
Services For:			Supplier Information:		
Contact Information					
Contracting Officer:			Supplier Contact:		
Telephone:			Telephone:		
Project Officer:					
Telephone:					
Contract No.:			Delivery Date:		FOB:
Terms: Please refer to the Contract for complete Terms and Conditions					
1.0 Description of Tasks to be Performed					
2.0 Period of Services					
Start Date:			End Date:		
3.0 Location:					
4.0 Costs:					
Item No.	Category of Personnel / Item Description	Unit of Issue	No. of Days/ Quantity	Per Diem Rate/ Unit Price	Extended Price
				Subtotal	
				GST/HST	
				TOTAL	
5.0 Authorities					
<p>Authorization: This form must contain the signature of both the Contractor and the appropriate Project Authority in order for this Task Authorization to be valid. The services detailed under this Task Authorization <b>must</b> be identified on the supporting Contract. Services are not to be provided prior to the completion and signature of this form. Contact the Contracting Officer for more information.</p>					
<b>Supplier:</b>					
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature			<div style="border-bottom: 1px solid black; width: 100%;"></div> Date		
<b>Project Authority:</b>					
<input type="checkbox"/> I approve this Task Authorization					
<input type="checkbox"/> I do not approve this Task Authorization for the following reason(s): _____					
Pursuant to subsection 32 (1) of the Financial Administration Act, funds are available.					
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature			<div style="border-bottom: 1px solid black; width: 100%;"></div> Date		

**ANNEX "F"****TASK AUTHORIZATION USAGE REPORT**

The Contractor must provide quarterly Task Authorization (TA) usage reports . The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
30 April	01 January	31 March
30 July	01 April	30 June
30 October	01 July	30 September
30 January	01 October	31 December

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period:</b>			
<b>Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):</b>			

[ ] Check this box if you are submitting a NIL **REPORT** ( We have not done any business with Canada under this Contract, for this period).

**SEND TO:**

tammy.kozak@pwgsc-tpsgc.gc.ca

Or

Facsimile: (204) 983-7796\_

**ANNEX "G"****EVALUATION CRITERIA**

Provided that all the **MANDATORY CRITERIA** are met, the proposals will be evaluated on the basis of the following criteria, therefore, bidders are advised to address each area in sufficient depth to show clearly how effectively the work could be done. Proposals which do not give sufficient information will be considered to be non-responsive.

Examples of some of the information needed:

1. History, including but not limited to:
  - date firm founded (if a firm)
  - references on overall work performance
  - statement of related work experience
  - list of current or recent contracts in related work
  - statement of technical expertise in related work
2. Resumes of proposed staff, including, but not limited to
  - dates of training in related work
  - details of experience in related work
  - details of overall work performance in related work

CRITERIA	ELEMENTS CONSIDERED	MAX. SCORE
1. Contractor experience	1.1 performance in weather observing	200
	1.2 <u>current*</u> contracts/experience, if any, in other, non weather, scientific fields	50
	1.3 <u>past*</u> contracts/experience, if any, in other, non weather, scientific fields.	50
2. Contractor's staffing plan	2.1 staffing	50
	2.2 short term contingency planning	25
	2.3 long term contingency planning	25
	2.4 staff resources	200
3. contractor's operational plan	3.1 budget showing detailed costing factors in proposal (factors only, do not include dollar values)	100
	3.2 specific details on how contract work performance will be ensured	200
4. contractor's osh program	4.1 contractor's osh policy	100
	4.2 how will policy be applied at this station	150
<b>TOTAL POINTS AVAILABLE</b>		<b>1,150</b>

## 1. Contractor Experience

1.1 Detail your firm's current and/or past performance in weather observing, if any. List the location(s) of the contract/experience and the approximate dates the contract(s) were held, as well as the actual error rates, etc. that were achieved at each station. Be specific (Max 200 marks)

### Score:

10+ years current experience in weather observing Delayed/missing/early obs	80
5-10 years past experience in weather observing Delayed/missing/early obs	40
Month end records	20
3% or lower error rate	60

\* Current is defined as within the last 5 year (2009-present)

1.2 Detail your firm's current\* contracts/experience, if any, in other, non weather, scientific fields. List the location of the contract/experience and the approximate dates the contract(s) were held. Contracts/experience such as (but not limited to) scientific research, computer applications, aviation, etc. will be considered. \*current is defined as within the last 5 years (2009-present) (50 marks) 50pt rating guide used

### Score:

Scientific research	25
Aviation	15
Computer Application	8
Current experience in non weather fields that could transferred to aerology	2

1.3 Detail your firm's past\* contracts/experience, if any, in other, non weather, scientific fields. List the location(s) of the contract/experience and the approximate dates the contract(s) were held. Contracts/experience such as (but not limited to) scientific research, computer applications, aviation, etc. will be considered. \*past is defined as prior to 2007 (50 marks) 50pt rating guide used

### Score:

Scientific research	25
Aviation	15
Computer Application	8
Current experience in non weather fields that could transferred to aerology	2



## **2. Contractor's staffing plan**

### **2.1 Staffing**

Describe a normal shift rotation for your firm. Include a sample shift schedule covering a period of three months (50 marks)

**Score:**

Ensure all staff members are on the schedule	15
Schedule repeats fairly regularly	15
Hours are not excessive or lacking and equal for all staff	20

### **2.2 Short term contingency planning**

Describe how your firm would handle the sudden illness of a staff member (25 marks)

Include a sample shift schedule with this situation

**Score:**

Short notice sick leave for a short period of time	25
--	----

### **2.3 Long term contingency planning**

Describe how your firm would cover long term staff shortage due to the permanent loss of an employee (25 marks)

**Score:**

Retention of current staff	15
Find/Engage new staff	10

### **2.4 Staff Qualifications**

Suitability of qualifications, such as past weather observing experience, computer work, aviation work, etc. will all be considered when rating your proposed resources. (max 200 marks)

Include resumes of all proposed staff including but no limited to: dates of training in related work, details of experience in related work, details of overall work performance in related work

**Score:**

Current active fully certified observer at a comparable station	200 (no other marks to be given)
Ex Observer (last observed within 1 year)	150
Current active fully certified observer at non-comparable station	125
Ex Observer (last observed more than 1 year ago)	100
Grade 12 or equiv	60
Some computer experience	10

Significant computer experience	40
Lab Tech or equiv	40

Total marks per staff not to exceed 200

Add each staff members mark together and divide by the number of staff to get average rating of staff. ie:

Staff 1 score 150

Staff 2 score 200

Staff 3 score 150

Staff 4 score 125

Total 625 /4 = 156.25 therefore rating in 156.25. Since pass is 140 this is a good staffing scenario.

### **3. Contractor's operational plan**

3.1 Detail the budget/cost factors considered when putting together your proposal.

(Do not include dollar values.) Budget factors are costs, in addition to the straight salary paid to employees that the contractor is responsible for. (Max 100 marks)

**Score:**

Salary	10
EI	10
CPP	10
Worker Compensation	10
Vacation Pay	10
Holiday Pay	10

Max 50 marks

Phone	10
Medical plan	10
Insurance	10
Training	10
Travel	10
Transportation	10

Max 50 marks

3.2 Detail your firm's operation and performance plan to accomplish the work/services as detailed in Annex a. This should include details about performance of staff and supervision. **DETAIL ON THIS SHEET, WHAT SPECIFIC STEPS AND/OR PROCEDURES YOU OR YOUR FIRM WILL TAKE TO ENSURE THAT PERFORMANCE OF YOUR STAFF WILL BE AT A HIGH LEVEL. IT INCLUDES THINGS LIKE (BUT NOT LIMITED TO) SPOT CHECKING OF WRITTEN WORK OF YOUR STAFF. DO NOT USE GENERALITIES OR MOTHERHOOD**

## STATEMENTS, BE SPECIFIC.(20marks each/200 marks)

**Score:**

Spot checking of written work by station manager	20
Spot checking of actual observation by station manager	20
Talking to EC inspectors	20
Review communication logs for delayed/missing observation	20
Review communication logs to detect typing errors	20
Review QA reports	20
Talking to staff	20
Staff discipline	20
Staff meetings	20
Other appropriate procedures	20

**4. Contractor's OSH program**

4.1 Detail your firm's occupational safety and health policy. (100 marks)

**Score:**

Policy statement regarding the responsibilities of the employer, supervisors and other workers for healthy and safe work behaviour.	10
Policy statement reviewed annually	5
Company's stated commitment to follow legislated requirements for their workplace	10
Occupational hygiene, workplace cleanliness	10
Relevant to the workplace needs	5
What type of training program will be provided by the company to ensure that employees can meet their responsibilities?	10
Fire precautions and evacuation procedures	10
First Aid attendants	10
Monthly OSH reports	10
Monthly fuel tank visual inspections	10
	10

4.2 Detail how your firm will ensure that occupational safety and health objectives will be attained under this contract. (150 marks)

**Score:**

Investigate and report on all accidents, near misses, illnesses and other hazardous occurrences known to the employer	10
Comply with fire safety and emergency measures	10
Post the health and safety statement and policy in the workplace where everyone can see it	20
Review the policy with new hires	20
Ensure every person is familiar with the policy and procedure manuals on station	20

Solicitation No. - N° de l'invitation

K4E21-130003/A

Client Ref. No. - N° de réf. du client

EC

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-3-36123

Buyer ID - Id de l'acheteur

wpg202

CCC No./N° CCC - FMS No/ N° VME

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Provide adequate resources to maintain safe standards ie: ensure PPE on station	20
Set up a process for regular review	20
Educate everyone on their roles and responsibilities in maintaining a safe healthy workplace.	20
Apply discipline to employees who do not follow prescribed safety/health procedures and standards	10

## AEROLOGICAL AND SUPPLEMENTARY OBSERVATIONS

### Overview of Work to Be Performed

**1. AEROLOGY:** The Contractor must observe record, encode and transmit Aerological and Supplementary observations, at the times specified below, as required to comply with the instructions contained in the “MANUAL OF UPPER AIR OBSERVATIONS” (MANUPP), the Atmospheric Environment Service (AES) Electrolyser Manual, and various manuals required for Supplementary Observations.

The Contractor must be responsible for the Aerological Observing Program by performing approximately seven hundred thirty (730) aerological observations per year. The aerological observations occur twice daily, seven days per week, including all holidays, once in the morning and once in the afternoon. The morning period is approximately 04:30 - 07:30 Central Standard Time (CST) (10:30 - 13:30 UTC) and the afternoon period is approximately 16:30 -19:30 Central Standard Time (CST) (22:30 - 01:30 UTC), for every day of the contract. A normal aerological observation can be completed as detailed below in three (3) hours.

A second release may be required due to equipment malfunction or early balloon burst should the balloon not reach 400 hPa (approximately 8,000 meters or 25 minutes after release) or as prescribed by Environment Canada. A second release can be made up to and including 06:45 CST and/or 18:45 EST. There is no additional time for subsequent releases. A second release can be expected approximately five (5) percent of the time. A late release due to radiosonde or balloon rejection during preparation is not acceptable. Radiosonde and equipment preparation time must begin 45 minutes before aerological release.

### Morning

Central Standard Time (CST)		Universal Coordinated Time (UTC)
04:30	Begin instrument /balloon preparation	10:30
05:15	Aerological release	11:15
07:15	Completion of flight	13:15
07:30	Finish post flight work	13:30

### Evening

Central Standard Time (CST)		Universal Coordinated Time (UTC)
16:30	Begin instrument /balloon preparation	22:30
17:15	Aerological release	23:15
19:15	Completion of flight	01:15
19:30	Finish post flight work	01:30

The supervision and administration required to operate the program will require additional hours each week.

## **2. SUPPLEMENTARY PROGRAMS:**

The contractor will be responsible for the following supplementary programs. These observations are to be performed in accordance with Environment Canada standards manuals. Unless otherwise noted, these programs can be completed during the aerological ascent and will not cause the contractor to incur additional hours unless specifically noted.

**a) Climatological Observations:** During each aerological observation and prior to 0600 CST (1200 UTC) and 1800 CST (0000 UTC), the Contractor must be responsible for the recording the maximum and minimum temperature, precipitation and the changing of various charts. The values obtained are maintained on the Climatological Station Register form. The observations are to be performed in accordance with the Manual of Climatological Observations. This information will be communicated to a designated location.

**b) Brewer Spectrophotometer:** During each aerological observation and prior to 0600 CST (1200 UTC) and 1800 CST (0000 UTC) the Contractor must be responsible for the maintenance of the Brewer Spectrophotometer by ensure that all data is being transmitted and records are mailed plus:

Daily Checks

- Computer checks
- dome & window cleaning
- moisture check

Bi-monthly checks

- Steps per revolution
- sightings
- desiccant check

Monthly Checks

- Azimuth drive plate cleaning

Other Checks

- Periodic re-leveling of the Brewer (once every 6months)
- Periodic calibration lamp replacement (once every 6months)
- Periodic diagnostic and trouble shooting (every 4months)
- Replacement of Brewer and returning old unit (annual)

All personnel who will work on the Brewer will be given up to eight hours of training on site by Environment Canada.

**c) Health and Welfare Air Monitoring Program:** During each Friday aerological observation, the Contractor must be responsible for changing the filter and completing the data card for the Health and Welfare Air Monitoring Program. Approximately twice a year, the Contractor must be responsible for the semi-annual

maintenance of the Health and Welfare Air Monitoring equipment. Note: after radioactive accidents, the air filters may require changing and mailing on a daily basis. The air sampling equipment required servicing (changing oil and grease) twice a year. All parts and supplies are provided. A calibration must be performed once or twice a year to relate the vacuum gauge readings to the rate of flow of air through the filter. Once every three months, a Thermoluminescent Dosimeter (TLD) is replaced and the old one mailed.

- d) Health and Welfare Precipitation Sampler:** During the last aerological observation of each month, the Contractor must be responsible for the changing of the sampling bags in the Health and Welfare Precipitation Sampler and the mailing of same. Note: after radioactive events, the samples may be required to be mailed on a daily basis.
- e) Carlton University:** During each aerological observation, the Contractor must be responsible for transferring the precipitation collected as part of the Climatological Observations (refer to item above) into a provided container. The precipitation collected must be sent to Carlton University at the end of each month.
- f) AWOS Maintenance:** The Contractor must perform routine maintenance on the AWOS (Automated Weather Observing Station). These duties are mostly housekeeping in nature. Such duties include (but are not limited to) the weekly cleaning of the ceilometer lens cover, moth dewcel comparisons etc.
- g) Snow Survey:** During the winter season (approx. October to June); the Contractor must perform a bi-weekly 10 point snow survey. The observations are to be performed in accordance with the Manual of Snow Surveying. As a snow survey can not be performed during the aerological ascent, two hours additional compensation will be given for each snow survey performed. It is anticipated there will be 12 snow surveys each winter season.
- h) Ozonesonde Pre-flight Check:** Once per week, the Contractor must perform an ozonesonde pre-flight check. The pre-flight checks are to be performed in accordance with the “**MANUAL OF UPPER AIR OBSERVATIONS**” (MANUPP) and the Navaid Operators Manual. As a pre-flight check cannot be performed during the aerological ascent one hour additional compensation will be given for each pre-flight check performed. It is anticipated that there will be 52 pre-flight checks each year.
- i) Ozonesonde Flight:** Once per week, the Contractor must perform an ozonesonde flight in conjunction with a regular aerological ascent. The ozonesonde flights are to be performed in accordance with the manual “Ozonesonde Operations Handbook.” As an ozonesonde flight required additional time to perform, one hour additional compensation will be given for each ozonesonde flight performed. It is anticipated that there will be 52 ozonesonde flights each year.
- j) Freeze Up/Break Up:** Annual reports of the freeze up/break up process on three bodies of water near the station are required. These water bodies are:
  - Churchill River
  - Farnsworth Lake
  - Hudson Bay
- k) Others:** Other supplementary programs may be added to the Statement of Work at no additional cost to the Crown as long as an increase in work hours or staffing is not

incurred by the Contractor (examples are NRCan GPS monitoring daily maintenance, Health Canada Air Monitoring, etc)

## **5. ADDITIONAL WORK REQUIREMENTS:**

- a) **FSS Notification:** The contractor must be responsible to telephone the local NavCanada Flight Service Station or appropriate designated office to advise of the radiosonde balloon release and follow any instruction (i.e. delay release due to inbound aircraft). Failure to notify the appropriate designated office will result in termination of this contract for non-compliance.
- b) **Archiving:** The Contractor must be responsible for archiving the Navaid data.
- c) **Reports:** The contractor will be required to complete the Monthly Aerological Record and Monthly Stock Report of expendable supplies. This data will be emailed to a designated email address of the Supervisor of Contracts. The contractor is also responsible for completing the monthly OHS Report, Building Life Safety Monthly Checklist, Inspection Checklist for Dry Chemical Portable Fire Extinguishers, Monthly FSTS Inspection Checklist (Oil storage tank), and emailing the reports as part of the monthly package to the Supervisor of Contracts Winnipeg.
- d) **Repairs:** Repairs may be required on the hydrogen generator, other equipment of facilities. When problems are noted during normal use/or testing the problem will be reported to the Stony Plain Service Desk, Site Authority or in their absence to a representative identified by Environment Canada as soon as practicable. The Contractor may be required to assist in the repairs to the hydrogen generator. Work performed outside regular hours of work will be paid at the hourly rate submitted in the Basis of Payment.
- e) **Supplies:** The contractor will be required to accept and properly store the instruments and supplies (including picking up the mail and forwarding as required). The contractor will be required to pack and offer for shipment items such as meteorological records and computer components. Estimated time required to complete these duties is two (2) hours per month in addition to the regularly scheduled hours of work.
- f) **Routine Equipment Maintenance:** The Contractor must be responsible, while completing its duties, for all the routine maintenance of all meteorological equipment supplied to the station. This will include, but is not limited to, verifying the accurate operation of the equipment and notifying the appropriate technical authority or agent if repair or replacement of the equipment is required, the changing and notation of charts where required, inking or replacement of recorder pens, the winding and setting of clocks, the removal of snow from instruments in the meteorological compound and other routine maintenance as described in the applicable AES instrument manuals.



g) **Daily Electrolyser Checks:** In addition to performing aerological observations, the Contractor must be responsible for the daily maintenance of the station's electrolytic hydrogen generator in order to ensure its continued safe operation. This maintenance can be performed during the aerological ascent and will not cause the Contractor to incur additional hours of work.

h) **Weekly Electrolyser Checks:** The Contractor will be responsible for the weekly checks of the hydrogen electrolytic generator. A detailed statement of these checks is contained in the Electrolyser Operations Manual. This maintenance can be performed during the aerological ascent and will not cause the Contractor to incur additional hours of work.

These weekly checks must include the following:

Fyrite Tester Check	Cell Oxygen Content (Gas purity check)
High Pressure Switch	Wind Switch
Micro Switches	Emergency off Button
Gas Alarm Test/Reset	Fire Alarm Test
Distilled Water Supply	Eyewash Station
Storage Tank Purity Check	

i) **Monthly Electrolyser Checks:** The Contractor will be responsible for the monthly checks of the hydrogen electrolytic generator. A detailed statement of checks is contained in the Electrolyser Operations manual. The estimated time required to complete this work is two (2) hours per monthly check in addition to regular hours of work. These monthly checks must include the following:

Cell Pressure	Gasholder Pressure
High Pressure	Gasholder Pressure Switch
Air Filter	Compressor Oil
Calibration	Grounding and Bonding
Alarm System Check	

j) **Additional As and When Requested Work::** From time to time, the Contractor may be required to perform other duties. These duties may or may not be meteorologically related. The Contractor will only complete these duties on the instruction of the Project Authority or a Technical Services Officer. The Contractor must complete these duties in a timely fashion. These duties may include such things as minor facility maintenance or equipment repair not identified elsewhere in the contract. If such work is required and can be completed during the regular aerological observation then additional compensation will not be paid. If the work can not be accomplished during the regular aerological observation and requires the Contractor to return to the site, a minimum of two hours will be reimbursed (hourly rate is the regular aerological observation rate divided by three). If the work takes longer than

two hours (as determined by the Project Authority or Technical Services), then the actual time worked will be reimbursed.

- k)** The Contractor may be required to perform additional aerological observations to support research activities (There is no guarantee that these observations will be required). These observations will be paid for at the rate for aerological observations submitted in the Basis of Payment.

NOTE: Environment Canada is currently undertaking a modernization of its aerological observing network. The current electrolytic hydrogen generators and helium tankers are being replaced with a new generation of hydrogen generators (referred to as HOGEN). This modernization is expected to take several years. Should an upgrade occur at the station during the life of this contract, training to all qualified observers at the station will be undertaken by Environment Canada at no cost to the contractor. Flight time will not be affected.

**Meteorological Instruments and Equipment**

In addition to the equipment required for the Aerological and Supplementary Observations, the Crown will make some or all of the following equipment and meteorological instruments available. A complete detailed listing of specific station equipment and instruments will be made available from the Project Authority or designate upon commencement of the term of the Contract.

1. Barometer: A digital station barometer for use in determining atmospheric pressure. Environment Canada will install equipment inside the office facility. The Contractor must ensure all equipment is kept clean and free of dust.
2. A mercury spill cleanup kit will be supplied by the Crown, if there is mercury containing equipment on site.
3. Temperature Measuring Equipment: A Stevenson Screen containing a ventilating psychrometer motor and temperature measuring sensors, and/or mercury and alcohol containing thermometers. The Contractor must keep the Stevenson Screen and all associated instruments clean and free from dust and snow. The Contractor must sand and paint the Stevenson Screen as required
4. Meteorological Communications Equipment: The Crown will supply the necessary station computers complete with modems and software for the entry and transmission of all meteorological data. Where appropriate, spare equipment will also be provided by the Crown. The Contractor must use this equipment solely for the purpose of transmitting or receiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
5. Electrolytic Hydrogen Generator: Produces hydrogen gas which is used to inflate the aerological balloons.

**Disposal and Mailing of Reports and/or Abstractions**

- a) The original copies of the meteorological records and/or abstractions including a monthly aerological station report must be forwarded promptly as per Manupp as instructed by the Project Authority. Legible copies of all designated records and/or records and/or abstracts must be retained on station for a period designated by the Project Authority. All postage will be paid by the Crown. Approved electronic forms may be used in place of paper forms.
- b) The Contractor must submit each month, a Quality Control Report for the station surface and aerological programs. This report must contain an accurate assessment of performance for each of the observers in the observing programs. Submission of a Quality Control Report will be used as certification that the Contractor has performed the services detailed in the Contract and must be a condition precedent to the right of the Contractor to receive payment. Any attempt to deliberately falsify this document will result in the cancellation of the Contract for cause.

- c) Each month, within five days after the end of the month, a Month End Report is required. This report details the performance of the station equipment, status of the facility with regards to Occupational Safety and Health, staff in the observing program including the number of surface and/or aerological observations performed during the month (this is required to ensure certification is maintained) and a monthly inventory of expendables. Forms outlining the details required will be provided. An approved electronic form will be utilized and emailed to a designated email address.

### **Equipment and Supplies**

All equipment (excluding transportation equipment and yard maintenance equipment) and supplies to complete the work will be supplied by the Crown. It is the Contractor's responsibility to notify the Project Authority whenever additional supplies are required. A monthly stock report of expendables must be completed. These reports can be completed during the scheduled observing times and will not cause the Contractor to incur additional hours of work. The Contractor will be required to accept and properly store instruments and supplies. The Contractor will be required to pack and offer for shipment items such as helium cylinders and computer components. The Contractor must report to the Project Authority whenever an order has been received on site.

### **Inspection of Contract Weather Programs**

1. The Crown will provide the services of a qualified officer of Environment Canada to inspect all aspects of the weather observing program and operations, and to ensure that timeliness of reporting, accuracy of data, and adherence to procedures and standards are being met. The officer will also confirm that the contract is being fulfilled according to its terms and provisions.
2. This officer shall have the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, demonstrating negligence or unreliability, in completing the duties of a contract weather observer. Details can be found in the Environment Canada, P&NR, and Observer Qualification Policy.

### **Operations**

1. The Crown will make available to the Contractor, without charge, all equipment and meteorological supplies required at the station for the completion by the Contractor of the aerological observing and reporting services.
2. The Contractor must ensure that all equipment is used and maintained according to instructions and not be subject to neglect or abuse by the Contractor or contract employees.
3. The Contractor must not be responsible for the loss of or damage to, the equipment supplied by the Crown unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or

staff must immediately report any defects or damage to the supplied equipment to the Project Authority.

4. The Contractor must ensure that the location and sitting of all supplied meteorological equipment and sensors and instruments is approved by a Meteorological Inspector and changes to the sitting or location of any instrument are not to be undertaken without the prior approval of the Project Authority or an approved technical representative of Environment Canada.
5. The Contractor must maintain an adequate quantity of meteorological supplies to complete the duties and responsibilities of the aerological observing contract. The Contractor must requisition, annually if possible, all meteorological supplies, forms, charts and other Environment Canada stores items from the Project Authority or an identified Environment Canada representative. The costs for meteorological supplies provided by Environment Canada must be assumed by the Crown.
6. The Contractor must return to the Crown, upon termination of the contract, all equipment and unused meteorological supplies made available to the Contractor for the performance of the contracted services. The Contractor must return all equipment and supplies in good condition save for ordinary deterioration due to use and time. The Contractor must complete an inventory of all equipment, instruments, and supplies, with a representative of the Crown at the commencement and termination of the contract.
7. The Crown will be responsible for the provision and payment of telephone service to the weather station. This service will be a standard business telephone line. Only long distance charges incurred for the transmission of weather information, reporting instrument defects or failures, or for matters relating to the ongoing operations of the weather observing contract will be paid for by the Crown. No other long distance calls must be made on this telephone line or other telephone line supplied by the Crown.
8. The Contractor and contract employees must strictly follow the proper communications protocol as defined by Environment Canada. The communications equipment must be used for authorized Environment Canada purposes only. In the event of communications equipment failure the Contractor must use an approved alternate method of data transmittal, the costs for which will be borne by the Crown. The Contractor must report any malfunction of the communications equipment immediately to the Project Authority or designated representative.
9. The Contractor must provide the services of a local Internet provider for administrative email purposes at the weather station. An estimate of two (2) hours per month for Internet service is assumed appropriate to meet the requirements of a weather observation program. Misuse of computing and communications equipment, including downloading of files from media such as the Internet (unless specifically related to the observing program), installing additional software (games, etc.) is

strictly prohibited and will constitute grounds for immediate de-qualification of the observer(s) involved and possibly termination of the contract for cause.

10. The Contractor agrees that all information gathered, materials collected, and reports produced, will be the sole property of the Crown. The Contractor must not publish or in any way use the said information or data, material or reports, without the express and prior approval, in writing, of the Project Authority.
11. Temporary and permanent living accommodation for the Contractor and contract staff are the responsibility of the Contractor and employees. The weather station facilities must not be used for living or sleeping quarters except in case of a weather emergency.
12. All privately owned motor vehicles driven onto EC property must be properly insured and licensed.
13. All privately owned ATV's and Snow Machines driven onto EC property must fully comply with the Provincial, Territorial, Regional and Hamlet/Town regulations, and must be properly licensed and insured.
14. The logistics of staff getting to and from the weather observing station and the associated costs must be the sole responsibility of the Contractor and/or contract staff.

### **Facilities**

1. The Crown will arrange and provide the necessary facilities and meteorological compound for the operation of the aerological observation program. The indoor facilities must include necessary washroom facilities. All utilities necessary to operate the station, including heat, water, lighting and power, will be the responsibility of the Crown and at no charge to the Contractor. The Contractor must follow energy efficient practices when using the provided facilities.
2. The Contractor and all contract staff must ensure that the Federal Government "No Smoking" policy is observed while using the supplied facilities.
3. It must be the responsibility of the Contractor to arrange for or provide, unless otherwise provided, general housekeeping services. These must include, but not be limited to, keeping the floors clean, swept or vacuumed, the interior walls and windows cleaned, and the daily removal of all litter and waste. Any cleaning or janitorial supplies and equipment required to maintain the cleanliness of the weather observing facilities will be supplied by the Contractor.
4. The Contractor must assume all costs and the responsibility to maintain the meteorological compound by ensuring all sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter. All doorways around the hydrogen inflation building and Aerological Operations building must be kept clear of

snow. All equipment required to maintain the compound and walkways is the sole responsibility of the Contractor. The Contractor must notify the Project Authority or a specified agency when snow clearing of the station road way or yard area is required, or garbage removal is required. The cost for snow removal of the roadway and/or yard and for garbage removal will be borne by the Crown. At stations where there is sufficient grass coverage, the Contractor must assume all costs and the responsibility to maintain the meteorological compound by ensuring that the grass is kept at a height of between 5 and 10 cm.

5. The contractor is responsible for all costs associated with injury or accident arising out of contractor negligence (e.g. appropriate warning signs were not correctly posted or improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).

6. The Contractor or contract employees must not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Project Authority and other designated officials. The Contractor must report any defect in the facilities, property, or equipment to the Site Authority or Project Authority as soon as practical using prearranged reporting procedures.

8. The Contractor must ensure that the weather station and associated facilities is operated and maintained in an environmentally responsible manner.

9. The Contractor must ensure that the facilities provided are to be used for the sole purpose of the weather observing program and no additional commercial or personal business dealing must be conducted from the premises unless pre-approval is obtained from the Project Authority.

10. The Contractor must ensure that only individuals involved in the taking of aerological observations as part of the contract, or otherwise involved in the cleaning and/or maintenance of the facilities, must use the supplied facilities.

11. The Contractor must ensure that the provided facilities are secured and locked and windows closed when not in use.

### **Safety and Health – Contractor**

1. The Contractor must adhere to all applicable regulations provided in Part III of the Canada Labour Code regarding hours of work and other Labour Relations Articles and applicable Territorial Codes. Where a difference between the Codes exists, the more stringent will apply.

2. The Contractor must insure that contract staff that cannot make it to the weather station due to inclement weather call the Stony Plain Help Desk to report these occurrences.



3. The Contractor must comply with all regulations in Part II of the Canada Labour Code with respect to Occupational Safety and Health and applicable Territorial Codes. Where a difference between the Codes exists, the more stringent will apply.

4. The Contractor must post, or cause to be posted, in the workplace in a location accessible to all employees, Part II of the Canada Labour Code and the name and telephone number of the designated safety representative, (if required). All other printed or safety material or information as directed by a Safety Officer or the Project Authority must be similarly posted.

5. The Contractor and all contract staff must strictly adhere to all fire and general safety regulations issued by the Provincial/Territorial Government, Regional District, or the Environment Canada Project Authority. Any matters affecting the health and safety of weather observing staff or other individuals working in or around the weather observing station must be brought immediately to the attention of the local official or the Project Authority. Other Health and Safety provisions covered under a separate heading in this document must also apply.

6. The Contractor, or designated station manager, must complete the monthly station Occupational Safety and Health (OSH) check list and forward to the Project Authority.

7. The Contractor must ensure all employees are aware of safety or health hazard in the workplace. These must include, but not be limited to, hazards associated with balloon filling, the use of compressed gas and health and safety hazards associated with mercury.

8. The Contractor must ensure that all hazardous material and substances are identified and labeled correctly and stored and handled safely.

9. The Contractor must provide and ensure that all protective equipment required for the safety of employees is available and in good repair and that all employees are aware of the correct use of protective equipment (i.e. anti-static parka, hearing and eye protection, safety gloves and/or boots etc.).

10. The Contractor must investigate and record all accidents or other hazardous occurrences in the workplace. The Contractor must prepare a Hazardous Occurrence Investigation Report, Labour Canada form 369, and forward to the Project Authority.

11. The Contractor must comply with all oral or written directions provided by the site Safety Officer or an agent of Health Canada.

12. The Contractor and all employees must comply with all Standing Orders and all other Regulations in force where the work is performed, relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.



13. The Contractor and all employees must adhere to all fire regulations as specified by the Project Authority.

14. The Contractor, or a designated representative, must attend the local Safety and Health meetings as required.

15. The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This will include but not be limited to: ensuring all controlled products as defined under WHMIS are identified with the correct labels; ensuring that valid Material Safety Data Sheet (MSDS) is available for each identified controlled product; training of all staff in the safe and correct handling, storage, and use of each controlled product.

16. The Contractor must ensure that all staff who either ship and/or receive dangerous goods (such as compressed gas cylinders, batteries) have and maintain Transportation of Dangerous Goods (TDG) training and certification necessary to comply with the legislation.

17. The Contractor must ensure that all compressed gas cylinders are properly prepared, labeled, and have the required documentation before shipping.

18. The Contractor must supply to the Crown within thirty (30) days of the commencement of the contract proof of certification of all employees in Workplace Hazardous Material Information System training.

19. The Contractor must supply proof of certification within thirty (30) days of commencement of the contract that at least one member on the staff have completed training in the Transportation of Dangerous Goods Act.

20. The Contractor must supply, if applicable, proof of the proper Workers' Compensation coverage for all employees in the Province in which the work is to be performed.

### **Safety and Health – Crown**

1. Under the Provisions of Part II of the Canada Labour Code (CLC), the Crown, Environment Canada or its agents, will ensure that all facilities, machinery, instruments and protective devices, meet the standards set out in the Canada Labour Code Regulations. These will include buildings, steps and walkways, guardrails and entries to and exits from the workplace. The Crown will also ensure that ventilation, lighting, and noise levels comply with CLC regulations.

2. The Crown will ensure that electrical distribution systems, generators and instrument installations meet the Canada Labour Code regulations and/or Provincial Electrical Code Standards.

3. The Crown will provide, where necessary, potable drinking water as well as sanitary and personal facilities.

4. The Crown will provide fire extinguishers, first aid kits, and mercury spill cleanup kit.

5. The Crown will provide information of hazardous material in use at the station.

6. The Crown will provide information to the Contractor regarding known or foreseeable workplace hazards such as those associated with balloon filling, compressed gases, or mercury.

7. The Crown will monitor the Contractor's compliance with Health and Safety procedures and regulations through facilities and observing program inspections or independent audits.

### **Contract Personnel**

1. The Contractor must ensure that all work (aerological and supplementary) is performed by observers trained and qualified by Environment Canada. An observer qualification will lapse as per the Qualification Policy if the observer does not complete two aerological observations in a thirty consecutive day period or does not in any other way; conform to the Aerological Observer Qualification Policy.

2. The Contractor must be responsible, at Contractor expense, for the employment and supervision of an adequate number of trained personnel to effectively provide the work required by the contract.

3. The Contractor must, without delay, notify the Project Authority of all changes in observing personnel.

4. The Project Authority may require the Contractor to replace, or not hire, any person that the Project Authority or designated representative deems not to have acceptable qualifications or the aptitude to perform the work required. This will include any individual deemed unreliable or negligent in the duties and responsibilities of a weather observer. Environment Canada recommends pre-qualification of potential observers.

5. The level of aptitude normally required by observers is successful completion of secondary school, or equivalent and a working knowledge of personal computers and the Windows operating system. The ability to read and write English and to perform basic mathematics is required.

6. The Contractor must take all necessary action to ensure that the principles outlined in Provincial, Territorial, and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy, and harassment-free working environment. Failure to comply with Labour Codes may result in the termination of the contract.

7. Personnel of the Contractor must respond to requests from government agencies or members of the general public in a courteous and professional manner. A high standard of deportment and a clean and presentable appearance are expected of all weather observers while on duty.

### **Emergency Plans**

1. The Contractor, in consultation with the Project Authority, must prepare and submit an Emergency Action Plan detailing procedures to be followed by all staff in cases where extraordinary events, such as power failures, severe weather or natural disasters, or other events beyond the control of the Contractor, or his staff, may interfere with or prevent the contract weather observation duties.

2. The Emergency Action Plan must address alternate methods of transmitting aerological observations in the event of normal Environment Canada communications failure, and an employee call-in procedure to maintain the program. The plan must also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.

3. The Contractor must ensure that all contract employees are aware of this plan and the procedures to be followed in such instances.

4. The Contractor must complete the Emergency Action Plan within thirty (30) days of the commencement of the contract.

### **Rules of Conduct**

1. The Contractor must ensure that while on duty the performance of observational duties is the first priority of the all observers.

2. The Contractor must ensure that no other commercial business, other than that of the Crown or that approved by the Project Authority, will be undertaken by contract staff while on the premises and during hours of work.

3. The Contractor must ensure that no alcoholic beverages or illegal drugs are to be brought onto the station property.

4. The Contractor must ensure that no staff under the influence of alcohol or illegal drugs performs the duties of an observer. Staff impaired or impeded by prescription drugs must not take observations.

5. The Contractor, or staff, must not involve the station in any local or other issues. Requests for comment from the media or other officials or representatives of the public or groups must be directed to the Project Authority. The Contractor, or contract employees, must not provide comment or opinion on any issue on behalf of the Crown. Contractors and contract employees must not present themselves as representatives of the Crown.

6. The Contractor, or contract staff, must not in any way alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products.

7. The Contractor or contract staff must not engage in any commercial activities utilizing Environment Canada products available over the supplied communications system or using data collected as part of the weather observing contract.

8. Failure to abide by these rules of conduct may result in the loss of qualification of any contract observer and/or the termination of the contract.

### **Observer Training - Aerology**

1. The Contractor must make arrangements for each observer in the employment of the Contractor and identified in the proposal to proceed to Stony Plain Alberta for aerological observing training prior to their assignment to the weather observing duties. The Contractor is responsible for making any necessary travel and accommodation. If, in the estimation of the Project Authority, the training may best be provided at the station, the meteorological instructor will provide the training at the station. Training will be limited to five (5) persons including the Contractor (if applicable). The length of training is dependent on the number of persons being trained and the nature of the actual observing program. A hydrogen training course will be from 10 to 15 training days and a helium training course will be from 8 to 10 training days in length.

2. The Crown will provide the services of a qualified aerological instructor to present the aerological observing course. For the purposes of new contracts, the Crown will assume the costs of providing the instructor.

3. At the beginning of the aerology course, trainees will take both WHMIS and TDG training. Any trainee who does not successfully complete either the WHMIS or the TDG training will be removed from the training course. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.

4. While on course, all trainees are expected to behave in a professional manner. Clothing must be clean and presentable. Tardiness or disruptive behavior will not be tolerated. Arriving at the Training Centre in an intoxicated or impaired condition will result in immediate removal from the course. Any costs arising from this removal will be the sole responsibility of the Contractor.

3. The ab-initio training costs will be the responsibility of the Contractor. Training costs include, but not limited to, transportation and accommodations. The Contractor will be responsible for the wages of the trainee(s). Costs for the tuition will be borne by Environment Canada. The Contractor's staff, which do not successfully complete the training, must be retrained or replaced at the Contractor's expense.

4. Subsequent to Ab-Initio training and not including the first year, the Contractor will be allowed one training seat per contract year on a regularly scheduled Contract

Aerological Weather Observing Course. Costs for the tuition will be borne by Environment Canada. The Contractor must be responsible for all other training costs, including but not limited to, transportation, accommodation, living allowance, and wages for the employee(s) of the Contractor.

5. Any additional training outside of that detailed above will be charged to the Contractor at the following rates: \$2000.00 for helium training course and \$3000.00 for Hydrogen training course. All travel and accommodation costs for contract trainees in such cases will be the responsibility of the Contractor.

7. Requests for training must be submitted to Environment Canada in writing. The written request must be received by the Environment Canada Site or Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority and with advisement from the Regional Instructor or an Upper Air Inspector.

The Crown is committed to increased employment opportunities for Native Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ these people in their programs. To assist Contractors in this regard, the cost of tuition per year for one (1) Indigenous person per year, during the life of this Contract, will be waived. The Contractor will still be responsible for all other costs including, but not limited to, transportation, accommodation, living allowance and wages for the employee(s) of the Contractor.

#### **Qualification of Observers - Aerology (refer to Qualification Policy)**

1. The qualification of weather observers must be undertaken at a mutually agreeable time. All observers involved in the contract aerological observation program must be qualified at the specific site at which the aerological observations are taken. Qualification is not transferable between stations.

2. The Contractor must provide a minimum of six (6) weeks notice to the Project Authority of any requirement for Qualification not resulting directly from a training course.

3. Qualification of any employee will automatically lapse whenever that observer does not complete at least 2 aerological ascents of aerological weather observing duties in any 30 continuous calendar days, in accordance with the Observer Qualification Policy to be provided upon request.

4. An observer's qualification will be immediately suspended if the observer resigns or is otherwise released from the employ of the Contractor.

5. Environment Canada may revoke any observer's qualification whenever there is cause to believe the observer's performance fails to meet observing standards with respect to accuracy and timeliness.

6. Negligence of duties or the willful dissemination of false or erroneous weather information will result in de-qualification of the observer.
7. Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
8. An on-site evaluation of the observer's work, including supplemental examination and interviewing, by a representative of Environment Canada will normally be conducted prior to the revoking of an observer's qualification.
9. While an observer's qualification is suspended or revoked, that observer must not take or transmit official weather observations.
10. When the requirement for qualification of an observer results directly from the awarding of a contract, there will be no charge to the Contractor for the qualification.
11. When the Contractor requests the qualification of an observer not directly following the awarding of a contract, the Contractor may be responsible for the cost of the qualification. Costs include the necessary transportation, accommodation, living costs and the costs of the Environment Canada employee's time involved to perform the qualification.
12. The Contract holder must provide a shift schedule to the Project Authority outlining the shift schedule during the period of the Site Authorization process. The shift schedule must be received by EC at least two weeks prior to the commencement of the Site Authorization process. The shift schedule must meet Environment Canada's requirements and receive Environment Canada's approval. The intent is to ensure that the Site Authorization process is completed in an efficient and practical manner.

### **Contract Conditions**

- 1) Any storage of items not owned and supplied by Canada will not be allowed on the premises unless used in the performance of this Contract.
- 2) The Contractor must not allow on the premises any person not certified to work on the site or otherwise authorized by the Project Authority.
- 3) Canada will provide the services of a qualified officer of Environment Canada to inspect the station and records from time to time, in order to assist the Contractor in achieving and maintaining acceptable standards of operation, all to the satisfaction of the Project Authority.
- 4) Due to issues within the Region such as human resources and automation, Environment Canada retains the option to terminate the contract without penalty upon sixty (60) days written notice; or, in part (de-scoping) upon sixty (60) days

written notice by Canada. If the requirement is de-scoped, a new acceptable monthly/daily/hourly rate will be negotiated.

- 5) Access to any facilities and equipment necessary in the performance of the work will be provided through arrangements to be made by the Project Authority. There will be, however, no day to day supervision of your activities or control of your hours of work by the Project Authority.

6) **WHMIS and TDG**

It is the Contractor's responsibility to comply with the Workplace Hazardous Material Information System (WHMIS), the Transportation of Dangerous Goods Act - Land (TDG) and all applicable Occupation Safety and Health (OSH) regulations.

- 7) The Contractor agrees to provide, within thirty (30) days of the start of the contract, proof of:

A. Certification of all staff in Workplace Hazardous Material Information Systems (WHMIS);

B. Certification of at least one (1) staff member in Transportation of Dangerous Goods - Land (TDG);

C. Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.

There will be a 10% per month holdback of the monthly amount payable, for each month of the contract, starting with the start-up of the contract, in which the required documentation for WHMIS, TDG, and emergency action plan, are not received. Upon satisfactory completion of all of the conditions indicated above, all moneys withheld will be paid to the Contractor.

If all items above are not satisfied within six (6) months of the start of the Contract, the 10% holdback accumulated for the six (6) month period, will be forfeited to Canada and each subsequent month's holdback will immediately be forfeited to Canada until such time as the items are satisfied. If at the end of the first year of the Contract, if all of the stated items are not satisfied, the Contract will not be renewed. **APPENDIX 2 TO ANNEX A CHURCHILL HAZARDS**

At any Weather Station, there are a number of hazards that an observer may face as part of their regular day to day duties. These hazards maybe physical, chemical or both in nature.

**Physical Hazards**

Some of the known physical hazards on station are:



- hydrogen fire and/or explosion
- asphyxiation from hydrogen or helium
- eye/ear injury from ruptured balloons
- frost bite while working on outdoor equipment or completing a snow survey/ice survey
- slip, trip and fall hazards while releasing balloons
- skin burns from acids/caustics
- injury from high pressure helium cylinders (explosion and crushing injuries)
- working alone in a remote location
- opening/closing of the inflation building main overhead door
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors
- cuts and/or punctures while maintaining equipment

1. The Contractor will ensure that staff have been made aware of all known hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted physical hazards are to be brought to the attention of the Project Authority immediately.
2. The Contractor must ensure that their staff is equipped with and use supplier recommended personal protective equipment (PPE) (such as face masks, chemical resistant gloves, safety boots, etc.) in the completion of their duties.
3. Upon startup of the contract and on the contract anniversary dates thereafter, the Contractor must perform an inventory of all Personal Protective Equipment that staff are equipped with and forward same to the Project Authority to ensure compliance.
4. The Project Authority will annually review the inventory and the contractor's training plan. The contractor must remedy any noted deficiencies to the satisfaction of the Project Authority. Failure to do so will be considered Cause for Termination of the contract.



**DELAYED ASCENTS** - If an aerological release is made after 05:29 (CST) but before 07:45 CST (or 17:29 CST but before 19:45 CST), the release must be logged as "DELAYED" and a message sent on the Environment Canada communications system advising of the delayed ascent. If the delay was caused by equipment malfunction or weather (as determined by the Project Authority) beyond the control of the Contractor, there must be no reduction in the payment to be made to the Contractor. If the delay was caused by other than equipment malfunction or weather (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate.

**EARLY ASCENTS** - If an aerological release is made prior to 05:15 CST for the morning observation or prior to 17:15 CST for the evening observation, it will be considered "early" and there may be a reduction of one-half (0.5) times the Aerological Observation rate.

**MISSED ASCENTS** - If an aerological release is not made before 07:45 CST (or 19:45 CST), the release must be logged as "MISSING" and a message sent on the Environment Canada communication system advising of the missed ascent. If a release was attempted but due to equipment malfunction (as determined by the Project Authority) beyond the control of the Contractor, it was not completed, the Contractor will not be assessed liquidated damages. If a release was not done for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation plus a reduction of one (1.0) times the Aerological Observation rate will be applied.

#### **INCLEMENT WEATHER/ROAD CONDITIONS**

If the weather or road conditions are such that the Contractor could not reasonably be expected to travel to the Aerology station to attempt an observation, the Contractor will not generally be liable for Liquidated Damages resulting from the missed observation; however, the Project Authority must still be notified. If the following criteria are met, payment will not be made for the ascent but Liquidated Damages will not apply:

- widespread visibilities  $\leq \frac{1}{4}$  **SM** (0.4 km) in blowing snow or blowing snow in combination with falling snow and
- sustained wind speeds  $\geq$  **40km/h**.

In order to avoid Liquidated Damages, if an observation will not be made due to Inclement Weather/Road Conditions, the Stony Plains Service Desk **MUST** be called via their toll free number. If the call is not made, the flight will be considered to be missed and Liquidated Damages will be applied.

### **OBSERVATION QUALITY**

If the Contractor's staff make an error in the preflight setup of the aerological instrument which causes the flight data to become invalid (surface temperature, pressure, etc. are incorrect) then there will be a reduction in payment to the Contractor of one-half (0.5) times the Aerological Observation rate.

A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause.

A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer can result in revocation of the observer's authorization to perform Aerological Observations.

***It should be noted that liquidated damages for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.***

### **AEROLOGICAL MESSAGE TRANSMISSION**

If any of the aerological messages are transmitted late, the aerological release will be considered 'DELAYED'. If any of the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered "MISSING".

Liquidated damages will not apply in the event of DELAYED or MISSING aerological messages caused by equipment malfunction, weather conditions (as outlined in this document), early balloon burst, multiple releases and/or total communication system failure. The observer MUST check to ensure that **all** messages are transmitted as required.

### **ADMINISTRATIVE MESSAGE TRANSMISSION**

Administrative messages are required if; the aerological release is early, delayed or missing (including observations missed or delayed due to weather). If the administrative message is not transmitted within (3) three days of the occurrence, it will be considered "MISSING" and Liquidated damages will apply. The Contractor will not be paid for the observation. The observer MUST check to ensure that **all** messages are transmitted as required.

### **Liquidated Damages - Supplementary Programs**

If a supplementary program, for which addition remuneration is provided (snow survey, ice thickness, electrolyser maintenance, etc.) is not performed for reasons other than equipment malfunction or weather (as determined by the Project Authority), the

Contractor will not be paid for the program plus a reduction of one (1.0) times the program rate will be applied.

If a supplementary program, for which addition remuneration is not provided (sunshine, tipping bucket, etc.) is not performed for reasons other than equipment malfunction or weather (as determined by the Project Authority), a reduction of 1 hour remuneration per day for each day the program is not performed will be applied.

**Meteorological Instruments and Equipment**

In addition to the equipment required for the Aerological and Supplementary Observations, the Crown will make some or all of the following equipment and meteorological instruments available. A complete detailed listing of specific station equipment and instruments will be made available from the Project Authority or designate upon commencement of the term of the Contract.

1. Barometer: A digital station barometer for use in determining atmospheric pressure. Environment Canada will install equipment inside the office facility. The Contractor must ensure all equipment is kept clean and free of dust.
2. A mercury spill cleanup kit will be supplied by the Crown, if there is mercury containing equipment on site.
3. Temperature Measuring Equipment: A Stevenson Screen containing a ventilating psychrometer motor and temperature measuring sensors, and/or mercury and alcohol containing thermometers. The Contractor must keep the Stevenson Screen and all associated instruments clean and free from dust and snow. The Contractor must sand and paint the Stevenson Screen as required
4. Meteorological Communications Equipment: The Crown will supply the necessary station computers complete with modems and software for the entry and transmission of all meteorological data. Where appropriate, spare equipment will also be provided by the Crown. The Contractor must use this equipment solely for the purpose of transmitting or receiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
5. Electrolytic Hydrogen Generator: Produces hydrogen gas which is used to inflate the aerological balloons.

**Disposal and Mailing of Reports and/or Abstractions**

- a) The original copies of the meteorological records and/or abstractions including a monthly aerological station report must be forwarded promptly as per Manupp as instructed by the Project Authority. Legible copies of all designated records and/or records and/or abstracts must be retained on station for a period designated by the Project Authority. All postage will be paid by the Crown. Approved electronic forms may be used in place of paper forms.
- b) The Contractor must submit each month, a Quality Control Report for the station surface and aerological programs. This report must contain an accurate assessment of performance for each of the observers in the observing programs. Submission of a Quality Control Report will be used as certification that the Contractor has performed the services detailed in the Contract and must be a condition precedent to the right of the Contractor to receive payment. Any attempt to deliberately falsify this document will result in the cancellation of the Contract for cause.

- c) Each month, within five days after the end of the month, a Month End Report is required. This report details the performance of the station equipment, status of the facility with regards to Occupational Safety and Health, staff in the observing program including the number of surface and/or aerological observations performed during the month (this is required to ensure certification is maintained) and a monthly inventory of expendables. Forms outlining the details required will be provided. An approved electronic form will be utilized and emailed to a designated email address.

### **Equipment and Supplies**

All equipment (excluding transportation equipment and yard maintenance equipment) and supplies to complete the work will be supplied by the Crown. It is the Contractor's responsibility to notify the Project Authority whenever additional supplies are required. A monthly stock report of expendables must be completed. These reports can be completed during the scheduled observing times and will not cause the Contractor to incur additional hours of work. The Contractor will be required to accept and properly store instruments and supplies. The Contractor will be required to pack and offer for shipment items such as helium cylinders and computer components. The Contractor must report to the Project Authority whenever an order has been received on site.

### **Inspection of Contract Weather Programs**

1. The Crown will provide the services of a qualified officer of Environment Canada to inspect all aspects of the weather observing program and operations, and to ensure that timeliness of reporting, accuracy of data, and adherence to procedures and standards are being met. The officer will also confirm that the contract is being fulfilled according to its terms and provisions.
2. This officer shall have the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, demonstrating negligence or unreliability, in completing the duties of a contract weather observer. Details can be found in the Environment Canada, P&NR, and Observer Qualification Policy.

### **Operations**

1. The Crown will make available to the Contractor, without charge, all equipment and meteorological supplies required at the station for the completion by the Contractor of the aerological observing and reporting services.
2. The Contractor must ensure that all equipment is used and maintained according to instructions and not be subject to neglect or abuse by the Contractor or contract employees.
3. The Contractor must not be responsible for the loss of or damage to, the equipment supplied by the Crown unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or

staff must immediately report any defects or damage to the supplied equipment to the Project Authority.

4. The Contractor must ensure that the location and sitting of all supplied meteorological equipment and sensors and instruments is approved by a Meteorological Inspector and changes to the sitting or location of any instrument are not to be undertaken without the prior approval of the Project Authority or an approved technical representative of Environment Canada.
5. The Contractor must maintain an adequate quantity of meteorological supplies to complete the duties and responsibilities of the aerological observing contract. The Contractor must requisition, annually if possible, all meteorological supplies, forms, charts and other Environment Canada stores items from the Project Authority or an identified Environment Canada representative. The costs for meteorological supplies provided by Environment Canada must be assumed by the Crown.
6. The Contractor must return to the Crown, upon termination of the contract, all equipment and unused meteorological supplies made available to the Contractor for the performance of the contracted services. The Contractor must return all equipment and supplies in good condition save for ordinary deterioration due to use and time. The Contractor must complete an inventory of all equipment, instruments, and supplies, with a representative of the Crown at the commencement and termination of the contract.
7. The Crown will be responsible for the provision and payment of telephone service to the weather station. This service will be a standard business telephone line. Only long distance charges incurred for the transmission of weather information, reporting instrument defects or failures, or for matters relating to the ongoing operations of the weather observing contract will be paid for by the Crown. No other long distance calls must be made on this telephone line or other telephone line supplied by the Crown.
8. The Contractor and contract employees must strictly follow the proper communications protocol as defined by Environment Canada. The communications equipment must be used for authorized Environment Canada purposes only. In the event of communications equipment failure the Contractor must use an approved alternate method of data transmittal, the costs for which will be borne by the Crown. The Contractor must report any malfunction of the communications equipment immediately to the Project Authority or designated representative.
9. The Contractor must provide the services of a local Internet provider for administrative email purposes at the weather station. An estimate of two (2) hours per month for Internet service is assumed appropriate to meet the requirements of a weather observation program. Misuse of computing and communications equipment, including downloading of files from media such as the Internet (unless specifically related to the observing program), installing additional software (games, etc.) is

strictly prohibited and will constitute grounds for immediate de-qualification of the observer(s) involved and possibly termination of the contract for cause.

10. The Contractor agrees that all information gathered, materials collected, and reports produced, will be the sole property of the Crown. The Contractor must not publish or in any way use the said information or data, material or reports, without the express and prior approval, in writing, of the Project Authority.
11. Temporary and permanent living accommodation for the Contractor and contract staff are the responsibility of the Contractor and employees. The weather station facilities must not be used for living or sleeping quarters except in case of a weather emergency.
12. All privately owned motor vehicles driven onto EC property must be properly insured and licensed.
13. All privately owned ATV's and Snow Machines driven onto EC property must fully comply with the Provincial, Territorial, Regional and Hamlet/Town regulations, and must be properly licensed and insured.
14. The logistics of staff getting to and from the weather observing station and the associated costs must be the sole responsibility of the Contractor and/or contract staff.

### **Facilities**

1. The Crown will arrange and provide the necessary facilities and meteorological compound for the operation of the aerological observation program. The indoor facilities must include necessary washroom facilities. All utilities necessary to operate the station, including heat, water, lighting and power, will be the responsibility of the Crown and at no charge to the Contractor. The Contractor must follow energy efficient practices when using the provided facilities.
2. The Contractor and all contract staff must ensure that the Federal Government "No Smoking" policy is observed while using the supplied facilities.
3. It must be the responsibility of the Contractor to arrange for or provide, unless otherwise provided, general housekeeping services. These must include, but not be limited to, keeping the floors clean, swept or vacuumed, the interior walls and windows cleaned, and the daily removal of all litter and waste. Any cleaning or janitorial supplies and equipment required to maintain the cleanliness of the weather observing facilities will be supplied by the Contractor.
4. The Contractor must assume all costs and the responsibility to maintain the meteorological compound by ensuring all sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter. All doorways around the hydrogen inflation building and Aerological Operations building must be kept clear of



snow. All equipment required to maintain the compound and walkways is the sole responsibility of the Contractor. The Contractor must notify the Project Authority or a specified agency when snow clearing of the station road way or yard area is required, or garbage removal is required. The cost for snow removal of the roadway and/or yard and for garbage removal will be borne by the Crown. At stations where there is sufficient grass coverage, the Contractor must assume all costs and the responsibility to maintain the meteorological compound by ensuring that the grass is kept at a height of between 5 and 10 cm.

5. The contractor is responsible for all costs associated with injury or accident arising out of contractor negligence (e.g. appropriate warning signs were not correctly posted or improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).

6. The Contractor or contract employees must not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Project Authority and other designated officials. The Contractor must report any defect in the facilities, property, or equipment to the Site Authority or Project Authority as soon as practical using prearranged reporting procedures.

8. The Contractor must ensure that the weather station and associated facilities is operated and maintained in an environmentally responsible manner.

9. The Contractor must ensure that the facilities provided are to be used for the sole purpose of the weather observing program and no additional commercial or personal business dealing must be conducted from the premises unless pre-approval is obtained from the Project Authority.

10. The Contractor must ensure that only individuals involved in the taking of aerological observations as part of the contract, or otherwise involved in the cleaning and/or maintenance of the facilities, must use the supplied facilities.

11. The Contractor must ensure that the provided facilities are secured and locked and windows closed when not in use.

### **Safety and Health – Contractor**

1. The Contractor must adhere to all applicable regulations provided in Part III of the Canada Labour Code regarding hours of work and other Labour Relations Articles and applicable Territorial Codes. Where a difference between the Codes exists, the more stringent will apply.

2. The Contractor must insure that contract staff that cannot make it to the weather station due to inclement weather call the Stony Plain Help Desk to report these occurrences.



3. The Contractor must comply with all regulations in Part II of the Canada Labour Code with respect to Occupational Safety and Health and applicable Territorial Codes. Where a difference between the Codes exists, the more stringent will apply.

4. The Contractor must post, or cause to be posted, in the workplace in a location accessible to all employees, Part II of the Canada Labour Code and the name and telephone number of the designated safety representative, (if required). All other printed or safety material or information as directed by a Safety Officer or the Project Authority must be similarly posted.

5. The Contractor and all contract staff must strictly adhere to all fire and general safety regulations issued by the Provincial/Territorial Government, Regional District, or the Environment Canada Project Authority. Any matters affecting the health and safety of weather observing staff or other individuals working in or around the weather observing station must be brought immediately to the attention of the local official or the Project Authority. Other Health and Safety provisions covered under a separate heading in this document must also apply.

6. The Contractor, or designated station manager, must complete the monthly station Occupational Safety and Health (OSH) check list and forward to the Project Authority.

7. The Contractor must ensure all employees are aware of safety or health hazard in the workplace. These must include, but not be limited to, hazards associated with balloon filling, the use of compressed gas and health and safety hazards associated with mercury.

8. The Contractor must ensure that all hazardous material and substances are identified and labeled correctly and stored and handled safely.

9. The Contractor must provide and ensure that all protective equipment required for the safety of employees is available and in good repair and that all employees are aware of the correct use of protective equipment (i.e. anti-static parka, hearing and eye protection, safety gloves and/or boots etc.).

10. The Contractor must investigate and record all accidents or other hazardous occurrences in the workplace. The Contractor must prepare a Hazardous Occurrence Investigation Report, Labour Canada form 369, and forward to the Project Authority.

11. The Contractor must comply with all oral or written directions provided by the site Safety Officer or an agent of Health Canada.

12. The Contractor and all employees must comply with all Standing Orders and all other Regulations in force where the work is performed, relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.

13. The Contractor and all employees must adhere to all fire regulations as specified by the Project Authority.

14. The Contractor, or a designated representative, must attend the local Safety and Health meetings as required.

15. The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This will include but not be limited to: ensuring all controlled products as defined under WHMIS are identified with the correct labels; ensuring that valid Material Safety Data Sheet (MSDS) is available for each identified controlled product; training of all staff in the safe and correct handling, storage, and use of each controlled product.

16. The Contractor must ensure that all staff who either ship and/or receive dangerous goods (such as compressed gas cylinders, batteries) have and maintain Transportation of Dangerous Goods (TDG) training and certification necessary to comply with the legislation.

17. The Contractor must ensure that all compressed gas cylinders are properly prepared, labeled, and have the required documentation before shipping.

18. The Contractor must supply to the Crown within thirty (30) days of the commencement of the contract proof of certification of all employees in Workplace Hazardous Material Information System training.

19. The Contractor must supply proof of certification within thirty (30) days of commencement of the contract that at least one member on the staff have completed training in the Transportation of Dangerous Goods Act.

20. The Contractor must supply, if applicable, proof of the proper Workers' Compensation coverage for all employees in the Province in which the work is to be performed.

### **Safety and Health – Crown**

1. Under the Provisions of Part II of the Canada Labour Code (CLC), the Crown, Environment Canada or its agents, will ensure that all facilities, machinery, instruments and protective devices, meet the standards set out in the Canada Labour Code Regulations. These will include buildings, steps and walkways, guardrails and entries to and exits from the workplace. The Crown will also ensure that ventilation, lighting, and noise levels comply with CLC regulations.

2. The Crown will ensure that electrical distribution systems, generators and instrument installations meet the Canada Labour Code regulations and/or Provincial Electrical Code Standards.

3. The Crown will provide, where necessary, potable drinking water as well as sanitary and personal facilities.

4. The Crown will provide fire extinguishers, first aid kits, and mercury spill cleanup kit.

5. The Crown will provide information of hazardous material in use at the station.

6. The Crown will provide information to the Contractor regarding known or foreseeable workplace hazards such as those associated with balloon filling, compressed gases, or mercury.

7. The Crown will monitor the Contractor's compliance with Health and Safety procedures and regulations through facilities and observing program inspections or independent audits.

### **Contract Personnel**

1. The Contractor must ensure that all work (aerological and supplementary) is performed by observers trained and qualified by Environment Canada. An observer qualification will lapse as per the Qualification Policy if the observer does not complete two aerological observations in a thirty consecutive day period or does not in any other way; conform to the Aerological Observer Qualification Policy.

2. The Contractor must be responsible, at Contractor expense, for the employment and supervision of an adequate number of trained personnel to effectively provide the work required by the contract.

3. The Contractor must, without delay, notify the Project Authority of all changes in observing personnel.

4. The Project Authority may require the Contractor to replace, or not hire, any person that the Project Authority or designated representative deems not to have acceptable qualifications or the aptitude to perform the work required. This will include any individual deemed unreliable or negligent in the duties and responsibilities of a weather observer. Environment Canada recommends pre-qualification of potential observers.

5. The level of aptitude normally required by observers is successful completion of secondary school, or equivalent and a working knowledge of personal computers and the Windows operating system. The ability to read and write English and to perform basic mathematics is required.

6. The Contractor must take all necessary action to ensure that the principles outlined in Provincial, Territorial, and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy, and harassment-free working environment. Failure to comply with Labour Codes may result in the termination of the contract.

7. Personnel of the Contractor must respond to requests from government agencies or members of the general public in a courteous and professional manner. A high standard of deportment and a clean and presentable appearance are expected of all weather observers while on duty.

### **Emergency Plans**

1. The Contractor, in consultation with the Project Authority, must prepare and submit an Emergency Action Plan detailing procedures to be followed by all staff in cases where extraordinary events, such as power failures, severe weather or natural disasters, or other events beyond the control of the Contractor, or his staff, may interfere with or prevent the contract weather observation duties.

2. The Emergency Action Plan must address alternate methods of transmitting aerological observations in the event of normal Environment Canada communications failure, and an employee call-in procedure to maintain the program. The plan must also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.

3. The Contractor must ensure that all contract employees are aware of this plan and the procedures to be followed in such instances.

4. The Contractor must complete the Emergency Action Plan within thirty (30) days of the commencement of the contract.

### **Rules of Conduct**

1. The Contractor must ensure that while on duty the performance of observational duties is the first priority of the all observers.

2. The Contractor must ensure that no other commercial business, other than that of the Crown or that approved by the Project Authority, will be undertaken by contract staff while on the premises and during hours of work.

3. The Contractor must ensure that no alcoholic beverages or illegal drugs are to be brought onto the station property.

4. The Contractor must ensure that no staff under the influence of alcohol or illegal drugs performs the duties of an observer. Staff impaired or impeded by prescription drugs must not take observations.

5. The Contractor, or staff, must not involve the station in any local or other issues. Requests for comment from the media or other officials or representatives of the public or groups must be directed to the Project Authority. The Contractor, or contract employees, must not provide comment or opinion on any issue on behalf of the Crown. Contractors and contract employees must not present themselves as representatives of the Crown.

6. The Contractor, or contract staff, must not in any way alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products.

7. The Contractor or contract staff must not engage in any commercial activities utilizing Environment Canada products available over the supplied communications system or using data collected as part of the weather observing contract.

8. Failure to abide by these rules of conduct may result in the loss of qualification of any contract observer and/or the termination of the contract.

### **Observer Training - Aerology**

1. The Contractor must make arrangements for each observer in the employment of the Contractor and identified in the proposal to proceed to Stony Plain Alberta for aerological observing training prior to their assignment to the weather observing duties. The Contractor is responsible for making any necessary travel and accommodation. If, in the estimation of the Project Authority, the training may best be provided at the station, the meteorological instructor will provide the training at the station. Training will be limited to five (5) persons including the Contractor (if applicable). The length of training is dependent on the number of persons being trained and the nature of the actual observing program. A hydrogen training course will be from 10 to 15 training days and a helium training course will be from 8 to 10 training days in length.

2. The Crown will provide the services of a qualified aerological instructor to present the aerological observing course. For the purposes of new contracts, the Crown will assume the costs of providing the instructor.

3. At the beginning of the aerology course, trainees will take both WHMIS and TDG training. Any trainee who does not successfully complete either the WHMIS or the TDG training will be removed from the training course. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.

4. While on course, all trainees are expected to behave in a professional manner. Clothing must be clean and presentable. Tardiness or disruptive behavior will not be tolerated. Arriving at the Training Centre in an intoxicated or impaired condition will result in immediate removal from the course. Any costs arising from this removal will be the sole responsibility of the Contractor.

3. The ab-initio training costs will be the responsibility of the Contractor. Training costs include, but not limited to, transportation and accommodations. The Contractor will be responsible for the wages of the trainee(s). Costs for the tuition will be borne by Environment Canada. The Contractor's staff, which do not successfully complete the training, must be retrained or replaced at the Contractor's expense.

4. Subsequent to Ab-Initio training and not including the first year, the Contractor will be allowed one training seat per contract year on a regularly scheduled Contract

Aerological Weather Observing Course. Costs for the tuition will be borne by Environment Canada. The Contractor must be responsible for all other training costs, including but not limited to, transportation, accommodation, living allowance, and wages for the employee(s) of the Contractor.

5. Any additional training outside of that detailed above will be charged to the Contractor at the following rates: \$2000.00 for helium training course and \$3000.00 for Hydrogen training course. All travel and accommodation costs for contract trainees in such cases will be the responsibility of the Contractor.

7. Requests for training must be submitted to Environment Canada in writing. The written request must be received by the Environment Canada Site or Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority and with advisement from the Regional Instructor or an Upper Air Inspector.

The Crown is committed to increased employment opportunities for Native Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ these people in their programs. To assist Contractors in this regard, the cost of tuition per year for one (1) Indigenous person per year, during the life of this Contract, will be waived. The Contractor will still be responsible for all other costs including, but not limited to, transportation, accommodation, living allowance and wages for the employee(s) of the Contractor.

#### **Qualification of Observers - Aerology (refer to Qualification Policy)**

1. The qualification of weather observers must be undertaken at a mutually agreeable time. All observers involved in the contract aerological observation program must be qualified at the specific site at which the aerological observations are taken. Qualification is not transferable between stations.

2. The Contractor must provide a minimum of six (6) weeks notice to the Project Authority of any requirement for Qualification not resulting directly from a training course.

3. Qualification of any employee will automatically lapse whenever that observer does not complete at least 2 aerological ascents of aerological weather observing duties in any 30 continuous calendar days, in accordance with the Observer Qualification Policy to be provided upon request.

4. An observer's qualification will be immediately suspended if the observer resigns or is otherwise released from the employ of the Contractor.

5. Environment Canada may revoke any observer's qualification whenever there is cause to believe the observer's performance fails to meet observing standards with respect to accuracy and timeliness.

6. Negligence of duties or the willful dissemination of false or erroneous weather information will result in de-qualification of the observer.
7. Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
8. An on-site evaluation of the observer's work, including supplemental examination and interviewing, by a representative of Environment Canada will normally be conducted prior to the revoking of an observer's qualification.
9. While an observer's qualification is suspended or revoked, that observer must not take or transmit official weather observations.
10. When the requirement for qualification of an observer results directly from the awarding of a contract, there will be no charge to the Contractor for the qualification.
11. When the Contractor requests the qualification of an observer not directly following the awarding of a contract, the Contractor may be responsible for the cost of the qualification. Costs include the necessary transportation, accommodation, living costs and the costs of the Environment Canada employee's time involved to perform the qualification.
12. The Contract holder must provide a shift schedule to the Project Authority outlining the shift schedule during the period of the Site Authorization process. The shift schedule must be received by EC at least two weeks prior to the commencement of the Site Authorization process. The shift schedule must meet Environment Canada's requirements and receive Environment Canada's approval. The intent is to ensure that the Site Authorization process is completed in an efficient and practical manner.

### **Contract Conditions**

- 1) Any storage of items not owned and supplied by Canada will not be allowed on the premises unless used in the performance of this Contract.
- 2) The Contractor must not allow on the premises any person not certified to work on the site or otherwise authorized by the Project Authority.
- 3) Canada will provide the services of a qualified officer of Environment Canada to inspect the station and records from time to time, in order to assist the Contractor in achieving and maintaining acceptable standards of operation, all to the satisfaction of the Project Authority.
- 4) Due to issues within the Region such as human resources and automation, Environment Canada retains the option to terminate the contract without penalty upon sixty (60) days written notice; or, in part (de-scoping) upon sixty (60) days



written notice by Canada. If the requirement is de-scoped, a new acceptable monthly/daily/hourly rate will be negotiated.

- 5) Access to any facilities and equipment necessary in the performance of the work will be provided through arrangements to be made by the Project Authority. There will be, however, no day to day supervision of your activities or control of your hours of work by the Project Authority.

6) **WHMIS and TDG**

It is the Contractor's responsibility to comply with the Workplace Hazardous Material Information System (WHMIS), the Transportation of Dangerous Goods Act - Land (TDG) and all applicable Occupation Safety and Health (OSH) regulations.

- 7) The Contractor agrees to provide, within thirty (30) days of the start of the contract, proof of:

A. Certification of all staff in Workplace Hazardous Material Information Systems (WHMIS);

B. Certification of at least one (1) staff member in Transportation of Dangerous Goods - Land (TDG);

C. Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.

There will be a 10% per month holdback of the monthly amount payable, for each month of the contract, starting with the start-up of the contract, in which the required documentation for WHMIS, TDG, and emergency action plan, are not received. Upon satisfactory completion of all of the conditions indicated above, all moneys withheld will be paid to the Contractor.

If all items above are not satisfied within six (6) months of the start of the Contract, the 10% holdback accumulated for the six (6) month period, will be forfeited to Canada and each subsequent month's holdback will immediately be forfeited to Canada until such time as the items are satisfied. If at the end of the first year of the Contract, if all of the stated items are not satisfied, the Contract will not be renewed.

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At any Weather Station, there are a number of hazards that an observer may face as part of their regular day to day duties. These hazards maybe physical, chemical or both in nature.

### **Physical Hazards**

Some of the known physical hazards on station are:

- hydrogen fire and/or explosion
  - asphyxiation from hydrogen or helium
  - eye/ear injury from ruptured balloons
  - frost bite while working on outdoor equipment or completing a snow survey/ice survey
  - slip, trip and fall hazards while releasing balloons
  - skin burns from acids/caustics
  - injury from high pressure helium cylinders (explosion and crushing injuries)
  - working alone in a remote location
  - opening/closing of the inflation building main overhead door
  - fire extinguishers (explosion and asphyxiation)
  - electrocution
  - encounters with wildlife while working outdoors
  - cuts and/or punctures while maintaining equipment
1. The Contractor will ensure that staff have been made aware of all known hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted physical hazards are to be brought to the attention of the Project Authority immediately.
  2. The Contractor must ensure that their staff is equipped with and use supplier recommended personal protective equipment (PPE) (such as face masks, chemical resistant gloves, safety boots, etc.) in the completion of their duties.
  3. Upon startup of the contract and on the contract anniversary dates thereafter, the Contractor must perform an inventory of all Personal Protective Equipment that staff are equipped with and forward same to the Project Authority to ensure compliance.
  4. The Project Authority will annually review the inventory and the contractor's training plan. The contractor must remedy any noted deficiencies to the satisfaction of the Project Authority. Failure to do so will be considered Cause for Termination of the contract.
-

**DELAYED ASCENTS** - If an aerological release is made after 05:29 (CST) but before 07:45 CST (or 17:29 CST but before 19:45 CST), the release must be logged as "DELAYED" and a message sent on the Environment Canada communications system advising of the delayed ascent. If the delay was caused by equipment malfunction or weather (as determined by the Project Authority) beyond the control of the Contractor, there must be no reduction in the payment to be made to the Contractor. If the delay was caused by other than equipment malfunction or weather (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate.

**EARLY ASCENTS** - If an aerological release is made prior to 05:15 CST for the morning observation or prior to 17:15 CST for the evening observation, it will be considered "early" and there may be a reduction of one-half (0.5) times the Aerological Observation rate.

**MISSED ASCENTS** - If an aerological release is not made before 07:45 CST (or 19:45 CST), the release must be logged as "MISSING" and a message sent on the Environment Canada communication system advising of the missed ascent. If a release was attempted but due to equipment malfunction (as determined by the Project Authority) beyond the control of the Contractor, it was not completed, the Contractor will not be assessed liquidated damages. If a release was not done for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation plus a reduction of one (1.0) times the Aerological Observation rate will be applied.

#### **INCLEMENT WEATHER/ROAD CONDITIONS**

If the weather or road conditions are such that the Contractor could not reasonably be expected to travel to the Aerology station to attempt an observation, the Contractor will not generally be liable for Liquidated Damages resulting from the missed observation; however, the Project Authority must still be notified. If the following criteria are met, payment will not be made for the ascent but Liquidated Damages will not apply:

- widespread visibilities  $\leq \frac{1}{4}$  **SM** (0.4 km) in blowing snow or blowing snow in combination with falling snow and
- sustained wind speeds  $\geq$  **40km/h**.

In order to avoid Liquidated Damages, if an observation will not be made due to Inclement Weather/Road Conditions, the Stony Plains Service Desk **MUST** be called via their toll free number. If the call is not made, the flight will be considered to be missed and Liquidated Damages will be applied.

## **OBSERVATION QUALITY**

If the Contractor's staff make an error in the preflight setup of the aerological instrument which causes the flight data to become invalid (surface temperature, pressure, etc. are incorrect) then there will be a reduction in payment to the Contractor of one-half (0.5) times the Aerological Observation rate.

A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause.

A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer can result in revocation of the observer's authorization to perform Aerological Observations.

***It should be noted that liquidated damages for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.***

## **AEROLOGICAL MESSAGE TRANSMISSION**

If any of the aerological messages are transmitted late, the aerological release will be considered 'DELAYED'. If any of the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered "MISSING".

Liquidated damages will not apply in the event of DELAYED or MISSING aerological messages caused by equipment malfunction, weather conditions (as outlined in this document), early balloon burst, multiple releases and/or total communication system failure. The observer MUST check to ensure that **all** messages are transmitted as required.

## **ADMINISTRATIVE MESSAGE TRANSMISSION**

Administrative messages are required if; the aerological release is early, delayed or missing (including observations missed or delayed due to weather). If the administrative message is not transmitted within (3) three days of the occurrence, it will be considered "MISSING" and Liquidated damages will apply. The Contractor will not be paid for the observation. The observer MUST check to ensure that **all** messages are transmitted as required.

## **Liquidated Damages - Supplementary Programs**

If a supplementary program, for which addition remuneration is provided (snow survey, ice thickness, electrolyser maintenance, etc.) is not performed for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the program plus a reduction of one (1.0) times the program rate will be applied.

If a supplementary program, for which addition remuneration is not provided (sunshine, tipping bucket, etc.) is not performed for reasons other than equipment malfunction or weather (as determined by the Project Authority), a reduction of 1 hour remuneration per day for each day the program is not performed will be applied.



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

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





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**PART A: INFORMATION (PARTIE A: RENSEIGNEMENTS)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité:

☒ No  
Non ☐ Yes  
Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No  
Non ☐ Yes  
Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

**PART B: PERSONNEL (SUPPLIER) / PARTIE B: PERSONNEL (FOURNISSEUR)**

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

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

Special comments:

Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No  
Non ☐ Yes  
Oui  
☒ No  
Non ☐ Yes  
Oui

**PART C: SAFEGUARDS (SUPPLIER) / PARTIE C: MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No  
Non ☐ Yes  
Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No  
Non ☐ Yes  
Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No  
Non ☐ Yes  
Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No  
Non ☐ Yes  
Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No  
Non ☐ Yes  
Oui

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIAL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL		COMSEC TRÈS SECRET	A	B	C	CONFIDENTIAL		TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée  
« Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Shelley Rouire		Title - Titre Supervisor Contract Programs	Signature 
Telephone No. - N° de téléphone 204 983-1934	Facsimile No. - N° de télécopieur 204 984-2072	E-mail address - Adresse courriel shelley.rouire@cc.gc.ca	Date 21 May 2013

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) LORI NELSON		Title - Titre REG-SECURITY ADMIN.	Signature 
Telephone No. - N° de téléphone 780-951-9895	Facsimile No. - N° de télécopieur 780-495-2332	E-mail address - Adresse courriel lori.nelson@cc.gc.ca	Date 23 May 2013

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☒ No  
Non ☐ Yes  
Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
Date			

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées) Anna Kulycka Contract Security Officer, Contract Security Division Anna.Kulycka@tpsgc-pwgsc.gc.ca		Title - Titre Contract Security Officer, Contract Security Division	Signature 
Telephone No. - N° de téléphone Tel/Tél: 613-957-1258 / Fax/Téléc: 613-954-4174		E-mail address - Adresse courriel	Date May 15, 2013