

Environment Canada  
Materiel Management Section  
Pacific & Yukon Region  
#201 – 401 Burrard Street  
Vancouver, B.C. V6C 3S5

**RE: Request for Proposal No. K3F60-13-2547**

**Aerological Observation Services for Fort Nelson, British Columbia**

Environment Canada (EC) has a requirement for the services described in the **STATEMENT OF WORK** (Appendix "A"). The Bidder is invited to submit a proposal to fulfill all the requirements of this RFP. When responding, the proposal is to be submitted to:

**Environment Canada  
Materiel Management Section  
Attention: Lana Hunt, Materiel Management Officer  
#201 – 401 Burrard Street  
Vancouver, B.C.  
V6C 3S5  
Phone: (604) 666-6618  
Fax: (604) 713-9867  
E-Mail: [lane.hunt@ec.gc.ca](mailto:lane.hunt@ec.gc.ca)  
RFP Number: K3F60-13-2547**

**Closing Date for submission of proposals: Monday, November 25, 2013 @ 14:00 hours PST**

**GENERAL INFORMATION**

The Mandatory Requirements of this RFP are identified specifically with the words "mandatory", "must", "shall", "will", and "required". If a mandatory requirement is not complied with, the bid/proposal will be considered non-responsive (non-compliant or not valid) and will not receive further consideration.

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

**1. ENQUIRIES – BID SOLICITATION:**

All enquiries must be submitted in writing (via e-mail) to the Contracting Authority no later than **10 calendar days before the bid closing date** to provided a response. Enquiries must be received no later than **November 15, 2013**. Enquiries after that date may not be answered.

All enquiries and other communications with employees throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named above. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.

To ensure consistency and quality of information, the Contracting Authority will give notice to all Bidders, in the same manner as this RFP, of any significant information on questions pooled from Bidders and corresponding EC responses .

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.

**Note: Unedited questions will be distributed, so care should be taken in forming the questions so as not to divulge methodologies and other information that the bidder would not want released.**

Issues concerning this procurement may be raised prior to bid closing date with the Contracting Authority in order to obtain general guidance. Canada will examine the issues and will decide whether or not to amend the solicitation document.

To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously (through BUYANDSELL.GC.CA/TENDERS) to all companies to which this solicitation has been sent forwarded by BUYANDSELL.GC.CA/TENDERS simultaneously to every bidder, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

## **2. SUBMISSION OF BIDS:**

Bids must be submitted only to Environment Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

## **3. NON-ACCEPTANCE OF FACSIMILE AND E-MAILED BIDS:**

Due to the nature of this solicitation a complete technical proposal with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of this documentation by such means as **facsimile & e-mailed bids** to the Bid Receiving Unit of Environment Canada is **not considered to be practical and therefore will not be accepted.**

## **4. BID INSTRUCTIONS:**

1. It is the Bidder's responsibility to:

- a) submit bid on company letterhead, duly signed by an authorized company official,  
**IN THE FORMAT REQUESTED;**
- b) direct its bid **ONLY** to the Contracting Authority at the address specified in the Request for Proposal document, by the date and time indicated in the Request for Proposal document;
- c) ensure that the Bidder's name, the Request for Proposal Number and Title and bid solicitation closing date and time are clearly visible;

- d) provide a comprehensive and sufficiently detailed and separate Technical and Financial proposals, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation. Electronic submissions and Faxed submissions will not be accepted.
  - e) direct the delivery of bids to the Contracting Authority at the specified bid delivery address in a timely and correct manner. Environment Canada (EC) will not assume or have transferred to it these responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
  - f) ensure its complete understanding of the requirements and instructions specified by EC. In the event clarification is necessary, bidders are advised to contact the Contracting Authority, in writing, prior to making their submission.
  - g) understand that by responding to the Request for Proposal, the Bidder confirms its understanding that failing to comply with any of the RFP instructions may result in the disqualification of its submission.
  - h) bear all costs for bid preparation. Bidders acknowledge and agree by submitting a bid that EC will have no liability or obligation to any proponent, except to the party, if any, awarded a contract by EC in its sole discretion and EC shall be fully and forever released and discharged of all liability and obligations in connection with the RFP. EC reserves the right to cancel this RFP without any obligation or any reimbursement to proponents.
2. Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern.
  3. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
  4. While Canada may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
  5. Bids received on or before the stipulated bid solicitation closing date and time will become the property of EC and will not be returned. All bids will be treated as **CONFIDENTIAL**.
  6. Bids delivered after the stipulated bid solicitation closing date and time will be returned unopened.
  7. The General Terms and Conditions (Appendix "C"), Intellectual Property (Appendix "D"), Health and Safety Conditions (Appendix "E") and Bidder's Certifications (Appendix "F") contained in the Request for Bids are considered accepted by the proponent in any bid submitted.

## 5. BID PREPARATION INSTRUCTIONS:

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (3 hard copies)

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

Submit separate Technical and Financial bids. Three (3) copies of the Technical bids and Certifications (Appendix F, Bidder Certification) are in one sealed envelope. One (1) copy of the Financial bid in another sealed envelope are required.

Late or misdirected proposals will be returned unopened.

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.

### **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. **All pages of the Bid, including any attachments, are to be clearly and consecutively numbered.**

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Offer of Services (Appendix "B"). The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **Section III: Certification**

Bidders must submit the certifications required under Section 9 (Mandatory Technical Criteria).

## **6. PROPRIETARY / CONFIDENTIAL INFORMATION:**

### **Restrictions on disclosure of data in proposals –**

Bids received on or before the RFP closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c.P-21).

Any information, data and/or Intellectual Property which is provided in a Bid, which is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and EC will endeavour to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures.

Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by EC. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, EC will not divulge such data and/or information to any third party.

Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under this solicitation that is proprietary to the Contractor or a subcontractor.

**7. CONTRACT PERIOD:**

- January 1, 2014 to March 31, 2015

**8. OPTION TO EXTEND CONTRACT:**

The Contractor grants to Canada the irrevocable option to extend the Contract by three (3) additional period of one (1) year each, under the same terms and conditions, as follows:

- Year 1 = April 1, 2015 to March 31, 2016
- Year 2 = April 1, 2016 to March 31, 2017
- Year 3 = April 1, 2017 to March 31, 2018

Canada may exercise this option at any time by providing written notice to the Contractor. The Contractor agrees that during these option periods, the rates/prices will be in accordance with the Basis of Payment identified in the resulting contract document.

**9. MANDATORY CRITERIA:**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

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

**\*CERTIFICATIONS REQUIRED WITH THE BID:**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications as noted below on their bid.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Bidders must submit as part of their bid the certifications included in this section.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

The Bidders must submit the following "current" certifications:

- Workers Compensation Board that is in good standing
- Commercial General Liability Insurance coverage of \$1 million
- Workplace Hazardous Materials Information System (WHMIS) Certification of Compliance
- Transport of Dangerous Goods (TDG) Certificate
- First Aid Certificate
- Federal Suppliers program for Employment Equity

The successful Bidder selected for contract award shall also comply with security reliability certification requirements.

**(A) Evidence of Insurability and WCB Clearance**

All Bidders must supply with their proposal, the following documents:

1. A current copy of the applicable Worker's Compensation Board (WCB) clearance letter, in good standing.
2. Evidence of Insurance including a minimum of \$1 Million Commercial General Liability Insurance.

The documents may be submitted prior to contract award.

**(B) WHMIS Certificate**

All Bidders are requested to submit evidence of worker(s) having taken WHMIS course with the bid. However, it may be submitted prior to contract award. Bidder shall submit certificate copies. Certificates shall be dated and issued within the last five (5) years.

**(C) Transportation of Dangerous Goods (TDG) Certificate**

All Bidders are requested to submit evidence of worker(s) having taken TDG course with the bid. However, it may be submitted prior to contract award. Bidder shall submit certificate copies. Certificates shall be dated and issued within the last five (5) years.

**(D) First Aid Certificate**

All Bidders are requested to submit evidence of worker(s) having taken First Aid course with the bid. However, it may be submitted prior to contract award. Bidder shall submit certificate copies. Certificates shall be dated and issued within the last five (5) years.

**(E) Employment Equity and Former Public Servant Certification**

All Bidders must be compliance with the provisions for Employment Equity, Former Public Servant Certification and (Appendix "F") Certification shall be completed and submitted with the bid. However, it may be submitted prior to contract award."

**ADDITIONAL CERTIFICATION REQUIREMENT IF SELECTED FOR CONTRACT AWARD –  
FOR CONTRACTORS AND ITS PERSONNEL**

**(F) Security Reliability Certification**

1. The Contractor must, at all times during the performance of the contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian and International Industrial Security Director (CIISD), Public Works & Government Services Canada (PWGSC).
2. The Contractor shall be responsible for obtaining and completing any and all needed application for a Reliability Status through the CIISD, PWGSC. The Contractor shall be responsible for any expenses incurred.
3. The Contractor's personnel requiring access to the PESC site must EACH hold a valid reliability status granted or approved by CIISD/PWGSC.

See also "Section 9 – Security" in Appendix A (Statement of Work).

**10. EVALUATION PROCEDURES:**

The Evaluation process will be conducted in four (4) stages as follows:

1. the Bid will be evaluated against the General Mandatory Requirements stated throughout the RFP (excluding any Mandatory Criteria /Point Rated Criteria);
2. the Bid will be evaluated against the Mandatory Criteria; if Mandatory Requirements are applicable, for those Bids having met Item 1 above;
3. the Bid will be evaluated against the Point Rated Criteria, if Point Rated Criteria are applicable, for those Bids having met Item 2 above;
4. the proposed successful Bidder will be determined in accordance with the Contractor Selection Method stated in the RFP.

The Evaluation Team will comprise EC representatives.

**11. EVALUATION OF BIDDER CAPABILITIES TO PERFORM THE WORK:**

During the Bid evaluation phase and upon EC's request, the Bidder will allow EC to conduct an evaluation, which may include but not be limited to the Bidder's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this RFP. Any information requested by EC to conduct such evaluation must be provided within five (5) working days of receiving the request.

**12. SOLE BID - PRICE SUPPORT:**

In the event that the Bidder's Bid is the sole Bid received and is deemed responsive, EC may request one or more of the following as acceptable price support:

- a) current published price list indicating the percentage discount available to the federal government; and/or
- b) paid invoices for like services sold to other customers; and/or
- c) a price certification statement; and/or
- d) any other supporting documentation as requested.

**13. POINT RATED CRITERIA:**

The Point Rated Criteria contained herein will be used by EC to evaluate Bids that have met all of the Mandatory Criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposal to enable a thorough assessment. EC's assessment will be based solely on the information contained within the Bid.

**Bids will be evaluated under the Point Rated Criteria in the order the stated criteria appear below. If a Bid is assessed as failing to meet the required minimum points of the Point Rated Criteria, at any stage of the Technical evaluation, the Bid will immediately be declared non-responsive and will be given no further evaluation.**

Only those Bids which are compliant with all of the Mandatory Criteria and then achieve (or exceed) the stated minimum points of the Point Rated Criteria will be considered further for Contract award.

Proposals will be ranked and based solely upon the information provided in your proposal, using the following factors and criteria:

<b>Technical Rating Grid</b>	<b>MAXIMUM POINTS</b>
<b>Demonstrate Having the Training Certifications &amp; Minimum Skill Requirements (20)</b>	
Aerological Observation and Data Collections	10
Occupational Health and Safety Regulations	2
Environment Canada Safe Work Procedures	1
Handling and Use of Lifting Gases	2
Correct Use of Personal Protective Equipment (PPE)	2
Completion of Grade 12 (twelve) or equivalent	1
Basic Computer Training	1
Valid Driver's License	1
	<b>20</b>
<b>Demonstrated Understanding of the Requirements (15)</b>	
<i>All duties and requirements of SOW and Appendices are addressed – flight procedures:</i>	
Reference to MANUP as standard for observations	2
Hours of operations identified	2
Reference to balloon release safety and procedures	2
Need for second releases identified	1
<i>Accuracy requirement identified and quality assurance program:</i>	
Additional programs identified	2
Requirement for reports to be completed monthly and sent to appropriate offices	2
Daily maintenance and/or checks of sounding equipment identified	2
Required maintenance of compound, grass cutting, snow removal identified	1
Understands relationship with Project Authority and Technical Services of Environment Canada (EC)	1
	<b>15</b>



<b>Management Proposal and Strategy (25)</b>	
<i>Strategy for operating the observing program clearly detailed</i>	
Emphasis on timeliness and accuracy and methods to ensure such	3
All staff proposed clearly identified, resumes and experience listed, letter of willingness to work	2
<i>Scheduling proposal for staff, including shift schedule and how to meet unforeseen problems</i>	
Training proposal clearly identified	5
Disciplinary procedures identified	2
Proposal addresses any unique or specific matters regarding the station	2
All OSH matters addressed; acknowledgement of Contractor responsibilities TDG; WHMIS etc. and adherence to local requirements of Airport Authority	5
Infrastructure requirements identified: ISP, telephone, mail service and transferability of services	2
Contractor identifies primacy of observing duties	2
Acknowledges no other commercial activities to be undertaken at station by Contractor or staff	2
	<b>25</b>
<b>Past Performance of Firm, Contractor and Individuals (20)</b>	
Demonstrated past performance in weather observing contracts or similar program.	10
Demonstrated past performance at specific station	5
Quality of past services provided	5
	<b>20</b>
<b>Demonstrated Experience of Contractor Proposed Fort Nelson Management &amp; Staff (40)</b>	
<i>Contractor or identified manager previous experience in:</i>	
Managing an upper air weather observing/data collection program	5
Direct upper air weather observing experience	5
Certified as an upper air weather observer (certified - 5, no but trained - 2.5)	5
Direct experience an upper air station	5
<i>Observers previous experience identified and detailed (prorated by number of observers):</i>	
Direct experience in upper air observing	5
Experience at an upper air station	5
Certified Upper Air Observer: current or past (current - 5, past 2.5)	5
Training completed	5
	<b>40</b>
<b>TOTAL TECHNICAL POINTS (120)</b>	<b>120</b>

Maximum score is 120 points. Minimum score requirement is 72 points.

**14. CONTRACTOR SELECTION METHOD:**

**Contractor selection on the basis of highest combined rating of technical merit and price proposal.**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 120 points.

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

**FOR EXAMPLE:**

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>			
	<b>Bidder</b>		
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>

**15. RIGHTS OF ENVIRONMENT CANADA:**

EC reserves the right to:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Reject any or all Bids received in response to this RFP;
- c) Enter into negotiations with one or more Bidders on any or all aspects of its Bid;
- d) Accept any Bid in whole or in part without prior negotiation during the Bid validity period;
- e) Cancel and/or re-issue this RFP at any time;
- f) Discontinue the evaluation of any Bids which are determined, at any stage of the evaluation process, to be non-compliant/non-responsive;
- g) Issue one or more Contracts;
- h) Retain all Bids submitted in response to this RFP;
- i) Reject any Bid deemed not representative of fair value to Canada;
- j) Verify any or all information provided by the Bidder with respect to its Bid, including references;
- k) Reject any Bid that could result in potential embarrassment to EC, such as where the past conduct of the proposed individual(s) is (are) incompatible, **in the opinion of the EC**, with the subject matter of the work to be performed, as described in the Statement of Work;

**16. BIDDER DISCLOSURE OF ACTIVITIES - POSSIBLE CONFLICT OF INTEREST SITUATIONS:**

If EC determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with EC, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of EC. In the event that EC decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets

or ceasing to perform certain activities) prior to entering into a contractual relationship with EC.

**17. NOTIFICATION OF CONTRACT AWARD/BIDDER DE-BRIEFINGS:**

Following award of the contract for the requirement defined herein, all Bidders who submitted a Bid will be notified of the name of the successful Bidder. At the time of notification, unsuccessful Bidders may request a debriefing from the Contracting Authority provided that a written request is received by e-mail by the Contracting Authority no later than 30 calendar days from the notification date of contract award. For those requirements posted on BUYANDSELL.GC.CA/TENDERS, a Contract Award Notice will be prepared and published on the Government Electronic Tendering Service (BUYANDSELL.GC.CA/TENDERS) within 72 days after award of any contract. Any questions/issues relating to this bid solicitation should be discussed with the Contracting Authority.

Bidders should note that the recourses available with respect to this procurement, include the right to file a complaint with the Canadian International Trade Tribunal (CITT) (if the requirement was subject to the Trade Agreements) and/or to file an action before the Federal Court.

**18. PROJECTED AWARD DATE:**

It is intended that the contract for the work will be awarded on or before December 13, 2013.

**19. VENDOR PERFORMANCE:**

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 (Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code; or
- (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
- (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) with respect to current or prior transactions with the Government of Canada
  - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
  - (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
  - (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

**20. PROOF OF LEGAL ENTITY:**

In order to establish the legal capacity of the Bidders to enter into the Contract, Bidders who carry on business in other than their own personal names may be required to provide proof of the legal entity under which they carry on business to the Contracting Authority prior to contract award. Such proof may be in the form of copies of articles of incorporation, registration of a name as a sole proprietor, or of a trade name, or of a partnership, etc.

**21. PRICE CERTIFICATION:**

The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services, does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

**22. ACCEPTANCE AND AUTHORITY TO CANCEL:**

Environment Canada (EC) will not necessarily accept the lowest or any of the proposals submitted. Each proponent acknowledges and agrees by submitting a proposal that EC will have no liability or obligation to any proponent, except to the party, if any, awarded a contract by EC in its sole discretion and EC shall be fully and forever released and discharged of all liability and obligation in connection with the RFP. EC reserves the right to cancel this RFP without any obligation or any reimbursement to proponents.

**23. SECURITY REQUIREMENTS:**

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 the "Appendix A – Statement of Work";

(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 "Appendix A – Statement of Work";

(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.

**24. CERTIFICATIONS:**

a. Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section 9 on their bid.

b. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a

contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

c. Certifications required with the Bid.

The successful Bidder selected for contract award shall also comply with security reliability certification requirements.

**25. CANADIAN AND FOREIGN CONTRACTORS:**

a. A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

b. A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

**26. INSURANCE REQUIREMENTS:**

The Contractor must comply with the insurance requirements specified on page 6 – Mandatory Requirements, item 9(a). 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.

**1. TITLE:**

Aerological Monitoring Services at Fort Nelson, B.C.

**2. LOCATION:**

The Environment Canada (EC) upper air operations in Fort Nelson are situated on Environment Canada leased land adjacent to the Fort Nelson airport. The airport is approximately 7 kilometres from the town of Fort Nelson (58 50 28.7 North / 122 34 24.2 West). The station consists of one large two story operations building and a balloon inflation building.

**3. BACKGROUND:**

Environment Canada operates thirty-two (32) aerological observing stations throughout Canada. These stations complete soundings of the upper atmosphere twice daily for each day of the year. The observations are taken by releasing a gas-filled balloon with an attached instrument which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data relating to temperature, humidity, and the height of standard atmospheric pressure levels. In addition, the tracking of the balloon allows for the computation of winds and wind shear at upper levels of the atmosphere.

The data is collected and processed automatically by the sounding equipment and transmitted to the Canadian Meteorological Centre for inclusion in atmospheric models that are used to produce a number of weather forecasts and for the provision of upper wind data for the private and commercial aviation industries. In addition, the data is shared internationally for use in many global weather monitoring and forecasting programs.

Environment Canada has recently committed to updating the existing Upper Air Network with modern hydrogen generation equipment replacing aging alkaline hydrogen generation equipment and costly helium storage and delivery programs. The replacement generator, provided by Proton Energy Systems (Model HOGEN S40), uses a proton exchange membrane (PEM) cell to produce hydrogen from purified water and electricity.

EC requires individuals to prepare the instruments and release the balloons twice each day, to monitor the data and messages produced, and to ensure the prompt transmittal of the data. EC has elected to engage the services of a Contractor from the private sector.

At Fort Nelson, helium is presently used as the lifting gas for the balloons. Helium will continue as the lifting gas until approximately August 1, 2014. Around that time, it is expected that the operation will change over to hydrogen from the new HOGEN system.

Once the HOGEN is in operation, EC will provide training. EC will also update any supplementary checks and/or maintenance required for the hydrogen generating and water purification systems.

The Contractor shall be responsible for the management and staffing of the observing program, and the scheduling of personnel to complete the ascents promptly and accurately. Administrative responsibilities include maintaining an inventory of consumable supplies, the preparation of monthly reports detailing the performance of the observing program, shipping and receiving of program related items, and the provision of some technical support in the maintenance of the associated equipment.

EC will provide the requisite training to all personnel involved in the collection of data.

#### **4. GENERAL OVERVIEW OF WORK TO BE PERFORMED – Meteorological and Aerological Observations:**

##### **4.1 Compliance to Upper Air Observations Manual**

The Contractor shall observe, record, encode, and transmit meteorological and aerological observations, at the specified times, using equipment furnished by EC. Procedures shall comply with the instructions contained in the current "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP), the "VAISALA DIGICORA MANUAL" and instruction provided by an EC Project Authority or technical representative. The work entails the testing and preparation of monitoring equipment and instruments and the filling and releasing of instrument-equipped balloons. The instruments measure the parameters of pressure, temperature and relative humidity and aid in the computation of wind direction and speed aloft. The data is generally coded and transmitted automatically by the ground-based monitoring equipment and an associated computer. All observations are subject to the conditions specified herein under Liquidated Damages for Observation Quality, Delayed Observations and Missed Observations.

##### **4.2 Schedule of Observations**

The Contractor is responsible for aerological balloon observations for the morning period, approximately 02:30 - 05:30 Pacific Standard Time (PST), **and** the evening period which is approximately 14:30 - 17:30 PST **seven (7) days per week, three hundred-sixty five (365) days per year (366 during leap years). This includes all statutory holidays.** The supervision and administration required to operate the aerological observing program can normally be completed during the observation period and should not increase the hours bid, or the cost, of the regular program. A normal aerological observation can be completed in three (3) hours. EC reserves the right to occasionally require additional aerological balloon observations during periods of expected severe weather. There will be additional time allotment or remuneration for those additional releases if they are required. Remuneration will be in accordance with the approved flight rate.

##### **4.3 Aerological Ascents / Release of Gas-Filled Balloons**

A minimum acceptable aerological ascent is considered to be one where the balloon and attached instrument reach an atmospheric pressure level of 400 Hecto Pascals or millibars (approximately 7,200 meters or 30 minutes following the initial balloon release). The minimum acceptable ascent is subject to change at the discretion of the Crown. A second balloon release shall be required should the first attempt not reach this minimum. Additional releases are occasionally required due to equipment malfunction or early balloon burst, and can be performed up to and including 05:45 PST and/or 17:45 PST. There is no additional time allotment or remuneration for these additional releases.

The balloons shall be released at 03:15 PST and 15:15 PST respectively. The balloons shall not be released earlier than these set release times. If for any reason a balloon is released later than 03:30 PST or 15:30 PST respectively, the Project Authority shall be notified by email as soon as possible after release. The email message shall include the actual release time and the reason for the delay.



## 5. SCOPE OF SERVICES:

### 5.1 STANDARD OBSERVATION SCHEDULE

#### Morning Flight

Pacific Standard Time	Activity	Coordinated Universal Time
PST		UTC
02:30	Instrument & balloon preparation	10:30
03:15	Aerological balloon release	11:15
04:55	Completion of ascent	12:55
05:30	Finish post-ascent duties	13:30

#### Afternoon/Evening Flight

Pacific Standard Time	Activity	Coordinated Universal Time
PST		UTC
14:30	Instrument & balloon preparation	22:30
15:15	Aerological balloon release	23:15
16:55	Completion of ascent	00:55
17:30	Finish post-ascent duties	01:30

### 5.2 DETAILS OF DATA COLLECTION

- a) **Ballon Filling:** Balloon filling requires the careful laying out of the aerological balloon on an inflation table and inspecting it for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is attached to the inflation equipment and slowly and carefully filled with either Helium or Hydrogen gas according to established safe work practices and procedures. The balloon must also be inspected for leaks or flaws during and after inflation. When the balloon is filled with sufficient gas to lift an attached weight, the neck is securely tied so as to ensure no gas leakage. Immediately prior to release the balloon is again checked for leaks and tested to ensure that it has maintained the required amount of lift.
- b) **Ground Equipment:** Ground monitoring, receiving, and processing equipment shall be operated in accordance with the user manuals or written instructions provided by the EC Project Authority. These instructions are subject to change at the discretion of the Crown. Note that the equipment is automated to the extent that only minimal user interaction is necessary.
- c) **Instrument Preparation:** The radiosonde instrument shall be unpacked and inspected for damage or other deficiencies or problems. The individual sensors shall be positioned and the battery safely activated. The pressure calibration tape matched to the instrument to be released shall be passed through the ground equipment paper tape reader or manually entered by the observer. Once prepared, the instrument shall be placed outdoors in order to acclimatize to current weather conditions.
- d) **Release:** The Standard Hours of observation for aerological observations are considered to be 04:00 PST and 16:00 PST. Prior to the scheduled time of release the instrument shall be attached to the balloon and the balloon and instrument released. Every effort shall be made to release the instrument package at the standard hour of observation minus forty-five (45) minutes. For morning flights this shall be at 03:15 PST; and for afternoon flights, release shall be at 15:15 PST. Once released, the observer shall return indoors and monitor the ascent

data. The surface pressure, temperature, humidity and release times are confirmed, and any necessary adjustments are made via the monitoring equipment and computer. At stations located near airports, a phone call to the Flight Service Station or Air Traffic Control, whichever is appropriate, shall be made prior to releasing the balloon.

- e) **During the Ascent:** During the ascent, under normal circumstances the observer is only required to monitor the system for instrument malfunctions or for an early balloon burst. This requires periodic monitoring of the various outputs from the ground equipment including the incoming data. The ground equipment prepares and transmits messages containing data from the balloon ascent. The observer shall ensure that successful transmission of these messages occurs at the appropriate times.
- f) **Post- Flight:** Following the termination of the ascent, the observer shall ensure that all data is processed and that the transmission of all data is complete. Archive data will be forwarded to Headquarters as instructed by the designated Project Authority. The data will also be backed up on the station. Other information is entered into a computer at this time to aid in the preparation of month end summaries and reports. Upon completion of these tasks, all ground equipment shall be shut down.
- g) **Second or Additional Releases:** If an acceptable height is not attained by the initial release or if the parameters measured do not meet the criteria for an acceptable flight as specified in MANUPP, a second release is mandatory. A second release is normally required only 1 or 2 times per month, and the observer is required to perform this extra work. The cost of the second release (observer's salary only) shall be the responsibility of the Contractor. All expendable components (radiosondes, balloons, and gas) shall be the responsibility of the Crown.
- h) **Aerological Message Transmission:** If the aerological messages are transmitted late, the aerological sounding will be considered "DELAYED". If the messages are not transmitted within one (1) hour of the required transmission times, the sounding will be considered "MISSING". Liquidated damages will not apply in the event that DELAYED or MISSING aerological messages are caused by equipment malfunction, weather conditions, early balloon burst, second releases, and/or a communication system failure. Factors contributing to DELAYED or MISSING observations must be clearly detailed and submitted to the Project Authority by email as soon as possible.

Please refer to Annex 1 for Liquidated Damages that will apply for delayed or missing observations resulting from the Control or its employees failing to attend the work site for any reason other than the occurrence of specific conditions.

### 5.3 Staffing

- a) Because the work requires the unaccompanied release of large gas-filled balloons outdoors during a variety of weather conditions and during non-regular hours of work, the Contractor is responsible to ensure the safety of its personnel involved in the launching of balloons. The Contractor shall have in place procedures to deal with any accidents that may befall persons engaged in aerological observing duties and ensure that person's rescue, if so required. Cellular phones used in such scenarios will be the responsibility of the Contractor.
- b) The Contractor is responsible for the employment and supervision of an adequate number of observers to meet the terms and conditions of this contract within the applicable Canada Labour Code Standards.
- c) The Contractor shall ensure that all observations are taken, recorded and communicated by EC-trained and certified observers. The Contractor shall not allow any individual who does

not have a valid EC certification to perform an aerological sounding. An observer's certification will automatically be suspended whenever he/she does not perform an aerological observation for a period of sixty (60) days or he/she has demonstrated undue care or negligence in the performance of duties. Liquidated damages will apply to missing observations resulting from the Contractor or his employees failing to attend the work site for any reason other than the occurrence of those conditions described in Annex 1, Liquidated Damages-Data Quality, Inclement Weather or Road Conditions.

- d) The Contractor and its employees shall comply with all aspects of the Workplace Hazardous Material Information System (WHMIS), the Transportation of Dangerous Goods Act (TDG), and all related Occupational Safety and Health (OSH) regulations. The Contractor shall ensure that all staff involved in the Aerological-observing program receives the required training and certification in WHMIS and those involved in shipping, receiving and handling of dangerous goods receive the required training and certification in TDG.
- e) The Contractor and its employees shall comply with all items listed under "Health and Safety Work Considerations" in item 5.6 below.
- f) The Contractor and its employees agree to comply with all the Standing Orders and other Regulations in force on the site where the work is to be performed, relating to the safety of individuals on site or the protection of property against loss or damage from any and all causes, including fire.
- g) Where required, the Contractor and its employees must obtain airside clearance for working in and around airport sites from the appropriate airport operator. It is the responsibility of the Contractor to obtain and pay any costs incurred for such clearances. Any employee unable to obtain the appropriate clearance or who fails to follow the local regulations will not be certified to perform the duties of an aerological observer or will have their certification revoked.
- h) The Contractor shall, without delay, notify the Project Authority of all changes in the aerological observing personnel for the purposes of verifying certification. The Contractor shall provide the Project Authority (or designated alternate) with the names, addresses, and related work history of all employees designated to work in the aerological observing program.
- i) The transportation and travel time for observing staff to travel to and from the aerological station and other costs related to transportation and travel time are the sole responsibility of the Contractor and/or its employees.

#### **5.4 Meteorological Program Operations (Reporting, Inventory, Storage)**

- a) At the end of each month, the Contractor or his designate shall prepare a summary of the ascents (including additional releases) made during that month. This monthly report will include, but not be limited to, a listing of all flight termination heights and pressures, reason for termination, amount of nozzle-lift used for each balloon, balloon ascent rate for each flight and the station monthly average of each of these values. An aerological station report shall be prepared including this information, as well as a listing of radiosonde and balloon rejection information, ground equipment performance summary, staff on strength, and a narrative describing the overall operation of the station during each month. A monthly stock report shall also be prepared accurately detailing all upper air expendables on site such as radiosondes, balloons, helium or hydrogen supply, and other related items. The monthly station reports and inventory listings shall be forwarded by email to the Project Authority no later than **the third day** after the end of each month. Archive data shall be forwarded to addressees as determined by the Project Authority.

- b) The originals, or copies, of computer memory sticks containing aerological flight data, and all additional records and/or abstracts, reports and inventories, shall be forwarded promptly to the addressees designated by the Project Authority. Postage, packaging and shipping expenses shall be the responsibility of the Contractor. Alternatively, the flight data along with records, reports and inventories may be transmitted via internet to addressees designated by the Project Authority.
- c) The Contractor shall be responsible for the proper use and safe operation of the helium or hydrogen gas inflation system. The provision of helium or hydrogen will be arranged and provided by the Crown. The Contractor shall maintain an inventory of helium or hydrogen used. Presently helium is provided through eight large cylinders delivered on a trailer. The trailer is hauled away and replenished approx. every 18 – 24 months. On a monthly basis, the Contractor shall include the status of helium on the trailer plus any bottled helium stock on site.
- d) The Contractor and/or staff will be required to receive and properly store instruments, balloons and a variety of operational supplies. The Contractor will be required to pack and arrange for shipment such items as helium (bottled and/or trailer cylinders), meteorological records, and computer and electronic components. The Contractor and all staff involved in shipping, receiving and handling of helium gas must have training and certification in TDG and the Handling and Storage of Compressed Gas.
- e) During regular observing times, the Contractor, where designated, will be responsible for supplementary environmental data programs such as climatological observations, solar radiation monitoring, and the recording of hours of bright sunshine and evaporation. These observations are to be performed in accordance with Departmental Manuals, and all recorded information will be forwarded to EC as detailed by the Project Authority. The work required to support these programs can be performed during the aerological ascent and will not cause the Contractor or his employees to incur additional hours of work.
- f) When problems are noted during the normal use or testing of the equipment, these problems shall be reported as soon as practical to a Departmental Representative identified by the Project Authority. The Contractor may be required to perform minor repairs to the inflation system, the meteorological computing and recording equipment, or other meteorological instruments. The Contractor may also be required to assist an EC technical representative in troubleshooting system problems, running diagnostic programs or upgrading system software. This may also include the installation of local or regional spare aerological monitoring and computing equipment. These duties can normally be performed during regularly scheduled hours of work, and the Contractor or contract employee will not normally be expected to perform these duties outside of regularly scheduled hours of work.
- g) The Contractor shall ensure that all observers adhere to proper communication procedures and protocols when using the supplied data communication equipment.
- h) The Contractor shall supply at his/her cost a telephone service for voice communications from the aerological observing station.
- i) The Contractor shall supply at his/her cost a broadband internet connection at the aerological observing station.

## **5.5 Facilities Maintenance**

- a) The Contractor shall be responsible for ensuring that the entrances and exits of the balloon inflation facility and the main operations facility are kept clear of snow, unless other local arrangements are in place.

- b) The Contractor shall be responsible to notify the designated site authority, designated maintenance person or the Project Authority whenever there is a problem with the premises, such as failures in systems such as heating, water, or electrical.
- c) Where not otherwise provided, general janitorial services, including sweeping, washing and vacuuming floors, washing interior walls and windows, cleaning washrooms in the operations building, sweeping and keeping clean and tidy the inflation shed, and ground maintenance of the instrument area, shall be provided by the Contractor.
- d) The Contractor shall be responsible for, unless otherwise provided, the daily removal of litter and waste material from the inside premises and store it in appropriate containers away from the building. The Contractor shall follow all guidelines with respect to an environmentally friendly operation, in the disposal of waste material.
- e) The Contractor shall not alter, or allow to be altered, any fixture, wiring or fitting, in or outside of the office, inflation shed or instrument compound, without the authorization of the Project Authority or the designated site authority.
- f) The Contractor shall be responsible to ensure that all doors and windows are locked, and the facilities and equipment are secured outside of the hours of operation.

#### **5.6 Health and Safety Work Considerations**

- a) The Contractor shall provide evidence of –current WorkSafe BC coverage in good standing for all personnel participating in this contract
- b) The Contractor shall provide evidence and maintain adequate liability insurance for the duration of this multi-year contract
- c) While working on federally controlled lands the Contractor shall comply with all applicable OHS provisions of the Canada Labour Code Part II, the Canada Occupational Health and Safety Regulations, the TDG Act and Regulations, WHMIS, Treasury Board and EC OHS policies, directives, procedures and programs
- d) The Contractor and its employees shall comply with all fire regulations and safety procedures specified by the Airport Authority, Regional District or the Project Authority
- e) The Contractor shall comply with all EC Safe Work Procedures and training provided by the Project Authority/EC staff.
- f) The Contractor shall comply with all oral or written directions provided by a HRSDC Labour Affairs Officer.
- g) The Contractor shall ensure that all persons are aware of every known and foreseeable safety hazard in the workplace. These shall include, but not be limited to hazards associated with balloon filling, use of compressed helium gas and/or hydrogen gas and other hazardous materials.
- h) The Contractor shall ensure that all hazardous substances and materials are identified, labelled, handled and stored safely and in compliance with TDG and WHMIS Regulations
- i) The Contractor shall keep hard copies of all Material Safety Data Sheets (MSDS) of all regulated substances at the work site where these materials are handled by the Contractor's personnel.

- j) The Contractor shall submit a spill response plan to the Project Authority and ensure that all personnel is trained in spill response.
- k) The Contractor shall provide the Project Authority with valid certificates for TDG and WHMIS for all personnel handling hazardous substances and compressed gases
- l) The Contractor shall ensure that all Personal Protective Equipment (PPE) required for the safe performance of the tasks is available and in good repair, and that all personnel involved in the project are trained in the correct use of the PPE
- m) The Contractor shall supply to the Project Authority proof of required certification in TDG and WHMIS for any new employees within 30 days of commencement of the contract
- n) The Contractor shall report and investigate all hazardous incidents (near-misses), accidents, injuries and property damage on the appropriate WCB and EC Hazardous Occurrence Investigation Report form within 72 hours and submit the completed forms to the Project Authority, WCB office and local Airport Authority as required
- o) The Contractor shall attend local Health and Safety meetings as required
- p) The Contractor shall keep and maintain records of all certificates, personnel training and hazardous occurrence investigations related to this project for the duration of the multi-year contract and for additional 2 years following completion of the contract.

#### **5.7 General Operations**

- a) While on duty, the Contractor and its employees shall rank the duties of the aerological station as top priority.
- b) The Contractor shall not undertake any business, other than that of the Crown, during the aerological ascent.
- c) The Contractor shall not conduct any business, commercial or personal on EC premises, other than that related to the aerological and supplementary programs, commercial or personal.
- d) While on the premises, the Contractor and its employees shall maintain an appearance and conduct as appropriate in any private or public office.
- e) The Contractor and its employees shall not bring any alcoholic beverages or illegal drugs at the work site.
- f) The Contractor and its employees shall not perform any aerological or supplementary observations if impaired by alcohol or drugs (prescription or illegal).
- g) The Contractor and its employees shall follow reasonable housekeeping habits.
- h) While on the premises, the Contractor and its employees shall conduct themselves in a manner that will ensure their safety and the safety of all other individuals. Failure to do so or failure to follow the rules of occupational health and safety will result in the decertification of the offending person or the termination of the contract.
- i) The Contractor shall not store items not owned by EC at the provided facilities unless used specifically in the aerological program.

## 5.8 Certification and Training Requirements

- 1) Mandatory Certifications:
  - a) Current WorkSafe BC Certification in good standing
  - b) Commercial Insurance Liability Coverage
  - c) Workplace Hazardous Material Information System (WHMIS)
  - d) Transportation of Dangerous Goods (TDG)
  - e) Valid First Aid Certificate
  
- 2) Training Certifications:
  - a) Aerological Observation and Data Collection
  - b) Occupational Health and Safety Regulations
  - c) EC Safe Work Procedures
  - d) Handling and Storage of Compressed Gases
  - e) Spill response
  - f) Correct use of Personal Protective Equipment (PPE)

Minimum requirements for an Observer:

- a) Completion of grade twelve or higher
- b) Basic computer training
- c) Valid driver's license

## 6. DELIVERABLES:

The work entails the testing and preparation of monitoring equipment and instruments and the filling and releasing of instrument-equipped balloons. The instruments measure the parameters of pressure, temperature and relative humidity and aid in the computation of wind direction and speed aloft. The data is coded and transmitted automatically by the ground-based monitoring equipment. The Contractor shall observe, record, encode, and transmit meteorological and aerological observations, at the specified times, using equipment furnished by EC. Procedures shall comply with the instructions contained in the current "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP), the "VAISALA DIGICORA MANUAL", and instruction provided by an EC Project Authority or technical representative.

## 7. CONTRACT PERIOD:

The contract will commence on the April 1, 2014 to March 31, 2015 with three (3) options to renew for one year periods.

- Initial Contract Period = April 1, 2013 to March 31, 2015
- Option Year 1 = April 1, 2015 to March 31, 2016
- Option Year 2 = April 1, 2016 to March 31, 2017
- Option Year 3 = April 1, 2017 to March 31, 2018

## 8. CROWN INPUT:

The Crown will provide all required supplies such as balloons, instruments, lifting gas for balloon inflation, aerological monitoring equipment, and necessary forms for the purposes of completing the aerological ascents. An independent agent delivers the eight cylinder helium trailer to the site as needed (replenished every 18-24 months).

EC will provide the requisite training to all personnel involved in the collection of data.

EC will provide training and certification for Aerological Observation. Please see Annex 2 for details of the certification program.

## **9. SECURITY:**

Security clearances are required.

1. The Contractor must, at all times during the performance of the Contract, 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 personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable).
  - (b) Industrial Security Manual (Latest Edition).

## **10. INTELLECTUAL PROPERTY:**

The Crown will own the foreground intellectual property arising from work under this contract in accordance with exception 6.5 of the federal policy on Title to Intellectual Property Arising from Crown Procurement Contracts on the grounds that the foreground material is subject to copyright but is not software or software documentation.

Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

## **11. PROJECT AUTHORITY:**

Bruce Lohnes  
Head of MSC Programs  
Meteorological Services Canada  
Environment Canada  
Unit 140 – 13160 Vanier Place  
Richmond, B.C. V6V 2J2  
Tel: (604) 664-9188 // Cell: (604) 341-2480  
Fax: (604) 664-4094  
E-Mail: [bruce.lohnes@ec.gc.ca](mailto:bruce.lohnes@ec.gc.ca)

The Project Authority is responsible for all matters concerning the operational nature of the Work under the Contract. Any proposed changes to the scope of the Work are to be discussed with the Departmental Representative, but any resulting changes can only be confirmed by a Contract Amendment issued by the Contracting Authority.



## ANNEX 1

### LIQUIDATED DAMAGES – DATA QUALITY

In the event that the Contractor fails to provide the services within the time specified in the contract, the Contractor agrees to pay to Canada liquidated damages as detailed herein. The amounts are agreed to be a fair and reasonable estimate of such damages.

The Crown shall have the right to holdback, drawback, and set off from and against the amount of any moneys owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this article.

Nothing in this article is to be interpreted as limiting the right and remedies which Canada and the Minister may otherwise be entitled to under this contract.

For the application of liquidated damages, the following definitions and conditions shall apply:

#### **Delayed Observations:**

If an aerological release is made after 03:29 PST but before 05:45 PST or after 15:29 PST but before 17:45 PST, the release and subsequent observation shall be considered and logged as "DELAYED". The appropriate notification and documentation shall be sent to the Project Authority, advising of the delayed observation.

- a) If the delay was caused by equipment malfunction beyond the control of the Contractor, there shall be no reduction of payment to the Contractor.
- b) If the release was delayed due to weather conditions that were considered inclement (as outlined in this document) there shall be no reduction in payment to the Contractor. Supporting documentation from associated weather observing operations such as a Flight Service Station or an independent contract weather station may be required.
- c) If the delay was caused by conditions other than described in paragraph 'a' and 'b' above (as determined by the Project Authority), there shall be a reduction in payment to the Contractor of one half (0.5) times the observation rate.

#### **Missed Observations:**

If an aerological release is attempted after 05:45 PST or 17:45 PST, the aerological observation shall be considered as "MISSING". Appropriate documentation advising of the missing observation and the reasons for the missing observation shall be forwarded to the Project Authority by email as soon as possible.

- a) If a release was attempted but was unsuccessful due to equipment malfunction and the Contractor has completed corrective action as outlined in MANUPP or other EC technical directives, the Contractor shall receive normal payment for the observation.
- b) If a release was not attempted due to weather conditions (as detailed in this document) or due to equipment failure, the Contractor shall not be paid for the observation and no liquidated damages will be applied. Supporting documentation from a local Flight Service Station or independent contract weather station may be required.

- c) If a release was not attempted or was unsuccessful other than due to conditions described in paragraphs a and b above (as determined by the Project Authority), the Contractor shall not be paid for the observation. In addition, there will be a further reduction of 100% of the observation price for liquidated damages.

**Note: An attempt to release can only be considered as being made if the observer is at the work location. If, due to weather conditions, an observer cannot make it to the work site, no payment shall be made for the observation.**

#### **Aerological Message Transmissions:**

If the aerological messages are transmitted late, the aerological release will be considered as "DELAYED". If the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered as "MISSING". Liquidated damages will not apply in the event of "DELAYED" or "MISSING" aerological messages caused by equipment malfunction, weather conditions, early balloon burst or instrument or signal failure, second releases, and/or a communications system failure.

#### **Observation Quality:**

If errors should be made in the pre-flight setup of the aerological equipment and/or instruments which cause the flight data to become invalid (surface temperature, pressure, etc. are incorrect), there shall be a reduction in the payment to the Contractor of one and one half (1.50) times the observation rate.

Liquidated damages for quality control are applied to the Contractor's monthly payment.

#### **Inclement Weather or Road Conditions:**

If the weather or road conditions are such that the Contractor cannot reasonably be expected to travel to the aerological station to attempt an ascent, the Contractor will not generally be liable for Liquidated Damages resulting from the missed observation. Neither, however, shall the Contractor be paid for the observation. Liquidated Damages will not apply if either condition 1 or 2 exist:

1. Prevailing wind speed is greater than seventy (70) kilometers per hour and either:
  - a) Prevailing visibility is less than four hundred (400) meters (1/4) mile; or
  - b) Wind chill more than twenty-three hundred (2300) watts per square meter (approximately -50 Celsius)
2. Roads are blocked with snow or deemed impassable due to flooding, freezing rain, or other conditions which have caused authorities such as the RCMP or the Ministry of Transportation to alert motorists to refrain from using the roads.

## ANNEX 2

### TRAINING AND CERTIFICATION OF AEROLOGICAL OBSERVERS

Only individuals trained and certified by Environment Canada may take aerological observations at EC Upper Air facilities. A Departmental Representative will provide the necessary training and certification to the Contractor and its entire staff. Certification is given for a single operating station only and is not transferable between different station locations. EC reserves the right to revoke an observer's certification at any time.

The training provided by EC will include the operation of the Atmospheric Monitoring System (AMS), including start up, initial calibration and data entries, radiosonde preparation and calibration, as well as approved and safe balloon inflation and release procedures. Moreover, at any time during the period of the contract, the Crown retains the right to require any contract employee to demonstrate both knowledge and competency in all procedures and work instructions of the aerological program.

EC will provide the initial observer training on site for the commencement of the contract. This training will normally be completed in three (3) to five (5) working days depending upon the number of trainees. EC will assume the costs of the instructor's salary and expenses only. The Contractor will be responsible for all expenses incurred by its prospective employees attending the training and certification. Should conditions warrant that training is done at a location other than at the contract site, EC will assume the responsibility for additional expenses incurred by the trainee(s) for transportation, accommodation, meals and incidentals. The rates at which these expenses are to be paid shall be negotiated with the Project Authority.

**NOTE:** EC will provide additional training and certification before the lifting gas is switched over from helium to hydrogen. The actual transition date over to hydrogen is currently an estimate. It is expected to take place no earlier than August 1, 2014.

A completion of grade twelve (12) or higher is normally required for successful completion of the training. In addition, prospective employees must be familiar with basic computer operating procedures and have experience in operating a Windows based computer. The trainee must possess a valid driver's license and must be physically capable of safely and successfully releasing large helium filled balloons in high winds.

It is the responsibility of the Contractor to arrange for the training, in consultation with the Project Authority, of sufficient employees to meet the requirements of the aerological program while accommodating employee leave, illness and attrition.

One (1) additional observer may receive training once per year following the anniversary date of the contract. All efforts will be made to provide this training on site. Should this additional training be required to be conducted off site, EC will assume the responsibility for additional expenses incurred by the trainee for transportation, accommodation, meals and incidentals. The rates at which these expenses are to be paid shall be negotiated with the Project Authority.

Should more than one (1) training space be required for the additional training, EC will charge the Contractor three hundred dollars (\$300.00) for each additional person trained. If this training is conducted off site, transportation and living costs for the additional trainee(s) will be the responsibility of the Contractor.

Any additional training required, other than under the situations listed above will be completed at a mutually agreeable time arranged between the Contractor and the Project Authority, and all costs will be the responsibility of the Contractor. EC will charge the Contractor twelve hundred

dollars (\$1200.00) for the training of a single individual and three hundred dollars (\$300.00) for each additional trainee on any given training session. Requests for training must be submitted to the Project Authority, in writing. The written requests must be received by the Project Authority (or designated alternate) at least six (6) weeks prior to the commencement of training.

**Certification:**

Each contract observer involved in completing gas-filled balloon based aerological monitoring programs at a site within the Pacific and Yukon Region (PYR), must be certified to do so by an EC technical representative. Each observer must demonstrate both the knowledge and competency to effectively perform all requirements and duties to ensure both the high quality of data collected, and an overall safe operation. An observer must complete a minimum of one (1) aerological sounding every sixty (60) days to retain site certification.

The level of certification will depend upon the aerological monitoring system in use at the station and on the type of gas used for balloon inflation.

### ANNEX 3

#### FORT NELSON SUPPLEMENTARY PROGRAMS

Supplementary programs are subject to change at the discretion of the Project Authority. These programs will not normally require any duties to be performed outside of regularly scheduled hours of work. Training will be provided when required to ensure that the Contractor and his employees are familiar with all duties related to the supplementary programs. The Crown will provide all equipment required to maintain these.

1. **Daily Climatological Observations -**

This involves the taking and recording of twice daily temperature and precipitation measurements and inputting information into the online EC data collection system (COOLTAP).

1. Offer submitted by: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Print or type complete Business or Corporate name and address)

2. (We) the undersigned hereby offer to Environment Canada, referred to as EC, to furnish all necessary expertise, supervision, materials, vehicles, equipment and other things necessary to complete to the entire satisfaction of EC, the work described in the Request for Proposal according to the terms and conditions of the Department's Service Contract for the following prices (HST extra, if applicable):

**2.1 Professional Services:**

This is a breakdown of the tendered amount for Professional Services. (Although detailed price support for the rates is not requested at this time, be prepared to provide it if asked)

Personnel Name (e.g. Joe Smith)	Category of Personnel (e.g. Project Manager)

a. **Initial Year:** (January 1, 2014 to March 31, 2015)

i. Balloon Flights = \$ \_\_\_\_\_ X 910 Flights = \_\_\_\_\_

ii. Special Programs / Severe Weather Flight = \$ \_\_\_\_\_ each

b. **Option Year 1:** (April 1, 2015 to March 31, 2016)

i. Balloon Flights = \$ \_\_\_\_\_ X 732 Flights = \_\_\_\_\_

ii. Special Programs / Severe Weather Flight = \$ \_\_\_\_\_ each

c. **Option Year 2:** (April 1, 2016 to March 31, 2017)

i. Balloon Flights = \$ \_\_\_\_\_ X 730 Flights = \_\_\_\_\_

ii. Special Programs / Severe Weather Flight = \$ \_\_\_\_\_ each

d. **Option Year 3:** (April 1, 2017 to March 31, 2018)

i. Balloon Flights = \$ \_\_\_\_\_ X 730 Flights = \_\_\_\_\_

ii. Special Programs / Severe Weather Flight = \$ \_\_\_\_\_ each

2.2 **TOTAL BID PRICE** \$ \_\_\_\_\_  
 (Add Items in Section 2.1 = a.i, b.i, c.i, and d.i)

2.3 Estimated HST/GST, if applicable \$ \_\_\_\_\_

3. I (We) agree that the Offer of Services will remain firm for a period of sixty (60) calendar days after the Request for Proposal closing date.
4. Payment for work completed are to be proposed in the proponent's fee proposal. EC reserves the right to negotiate an acceptable payment schedule.
5. I (We) submit the following:
  - a) A PROPOSAL to undertake the work, in accordance with the requirements of EC, as specified;
  - b) A duly completed OFFER OF SERVICES, as required in the Proposal Instructions.
6. It is understood that it shall be a term of any resultant contract that no individual, for who the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions; and that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare immediately to the Departmental Representative.
7. Title to Intellectual Property. The Bidder declares that it is not interested in owning the Foreground Intellectual Property arising from this proposed procurement contract.
8. It is understood that persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations as passed by the United Nations. As a result, the Contractor shall not supply and EC will not accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. During the performance of the Contract should the addition of a country to the list of those already sanctioned or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contract, the situation will be treated by the Parties as a force majeure. The Contractor shall immediately inform EC of the situation; the procedures applicable to force majeure shall then apply.
9. Federal Government Departments and Agencies are required to prepare T4-A supplementary tax slips for individuals or businesses engaged through contracts for services.

It is understood that the successful bidder shall provide and certify to be true the following information:

- whether the contractor is an individual, unincorporated business or corporation;
- the legal name of the entity; that is, the name associated with the SIN or Business Number;
- for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the Business Number, or, if applicable the HST number;
- for corporations, the Business Number or, if this is not available, the HST number. If there is no BN or HST number, the T2 Corporation Tax number must be provided.
- As the case applies, provide your:

Business Number \_\_\_\_\_, or S.I.N. \_\_\_\_\_, or

HST # \_\_\_\_\_, or T2 Corp. Tax # \_\_\_\_\_.

**OFFERS WHICH DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE PRESCRIBED COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

in the Province/Territory of \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature (by Authorized Officer)

\_\_\_\_\_  
Title

## General Conditions Consulting and Professional Services

- 01 Interpretation
- 02 Standard Clauses and Conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Specifications
- 08 Condition of Material
- 09 Replacement of Specific Individuals
- 10 Time of the Essence
- 11 Excusable Delay
- 12 Inspection and Acceptance of the Work
- 13 Invoice Submission
- 14 Taxes
- 15 Transportation Costs
- 16 Transportation Carriers' Liability
- 17 Shipment Documentation
- 18 Payment Period
- 19 Interest on Overdue Accounts
- 20 Compliance with Applicable Laws
- 21 Ownership
- 22 Warranty
- 23 Confidentiality
- 24 Use and Translation of Written Material
- 25 Government Property
- 26 Liability
- 27 Intellectual Property Infringement and Royalties
- 28 Amendment and Waivers
- 29 Assignment
- 30 Suspension of the Work
- 31 Default by the Contractor
- 32 Termination for Convenience
- 33 Accounts and Audit
- 34 Right of Set-off
- 35 Notice
- 36 Conflict of Interest and Values and Ethics Codes for the Public Service
- 37 No Bribe
- 38 Survival
- 39 Severability
- 40 Successors and Assigns
- 41 Contingency Fees
- 42 International Sanctions
- 43 Code of Conduct for Procurement
- 44 Entire Agreement

### **2030 01 (2008-05-12) Interpretation**

In the Contract, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions incorporated in



full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions* Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

### **2030 02 (2008-05-12) Standard Clauses and Conditions**

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

**2030 03 (2008-05-12) Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**2030 04 (2008-05-12) Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**2030 05 (2008-05-12) Conduct of the Work**

1. The Contractor represents and warrants that:
  - (a) it is competent to perform the Work;
  - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - (a) perform the Work diligently and efficiently;
  - (b) except for Government Property, supply everything necessary to perform the Work;
  - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
  - (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.
3. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 30, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
4. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.

5. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

**2030 06 (2008-05-12) Subcontracts**

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
  - (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
  - (c) in addition to purchases and services referred to in paragraphs (a) and (b), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and
  - (d) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a), (b) and (c).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

**2030 07 (2008-05-12) Specifications**

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.

2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

**2030 08 (2008-05-12) Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

**2030 09 (2008-05-12) Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**2030 10 (2008-05-12) Time of the Essence**

It is essential that the Work be delivered within or at the time stated in the Contract.

**2030 11 (2008-05-12) Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
  - (a) is beyond the reasonable control of the Contractor,
  - (b) could not reasonably have been foreseen,

- (c) could not reasonably have been prevented by means reasonably available to the Contractor, and
- (d) occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
  - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

**2030 12 (2008-05-12) Inspection and Acceptance of the Work**

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three (3) years after the end of the Contract.

**2030 13 (2008-05-12) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - (b) details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - (c) deduction for holdback, if applicable;
  - (d) the extension of the totals, if applicable; and
  - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges

and any other additional charges.

3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**2030 14 (2010-08-16) Taxes**

1. Municipal Taxes  
Municipal Taxes do not apply.
2. Provincial Taxes
  - (a) Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
    - (i) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:  
  
Prince Edward Island OP-10000-250  
Manitoba 390-516-0
    - (ii) for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
  - (b) Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
  - (c) Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and British Columbia.
  - (d) The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material

incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**2030 15 (2010-01-11) Transportation Costs**

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

**2030 16 (2010-01-11) Transportation Carriers' Liability**

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

**2030 17 (2008-05-12) Shipment Documentation**

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when



stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

**2030 18 (2008-05-12) Payment Period**

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with section 19.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2030 19 (2008-12-12) Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor.

Canada will not pay interest on overdue advance payments.

**2030 20 (2008-05-12) Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**2030 21 (2008-05-12) Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**2030 22 (2008-05-12) Warranty**

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for twelve (12) months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend

only to its proper incorporation into the Work.

2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
4. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
5. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
  - (a) the warranty period remaining, including the extension, or
  - (b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

**2030 23 (2008-05-12) Confidentiality**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work,

including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
  - (a) is publicly available from a source other than the other Party; or
  - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - (c) is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions

issued by Canada.

7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

**2030 24 (2008-05-12) Use and Translation of Written Material**

1. Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
2. If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**2030 25 (2008-05-12) Government Property**

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the

Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

**2030 26 (2008-05-12) Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**2030 27 (2008-05-12) Intellectual Property Infringement and Royalties**

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software

that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### **2030 28 (2008-05-12) Amendment and Waivers**

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract

will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

**2030 29 (2008-05-12) Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**2030 30 (2008-05-12) Suspension of the Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to one hundred eighty (180) days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these one hundred eighty (180) days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 31 or section 32.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**2030 31 (2010-08-16) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.



2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for any amounts paid by Canada, including milestone payments, and for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
  - (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - (b) the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 32.

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - (a) on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

#### **2030 33 (2008-05-12) Accounts and Audit**

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

**2030 34 (2008-05-12) Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

**2030 35 (2008-05-12) Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

**2030 36 (2008-05-12) Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit

resulting from the Contract.

**2030 37 (2008-05-12) No Bribe**

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

**2030 38 (2008-05-12) Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

**2030 39 (2008-05-12) Severability**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

**2030 40 (2008-05-12) Successors and Assigns**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

**2030 41 (2008-12-12) Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

**2030 42 (2010-01-11) International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately

advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 32.

**2030 43 (2010-01-11) Code of Conduct for Procurement**

The Contractor certifies that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

**2030 44 (2008-05-12) Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## Intellectual Property (Crown Owns)

### Canada to Own Intellectual Property Rights in Foreground Information

- 1 Interpretation
- 2 Disclosure of Foreground Information
- 3 Canada to Own Intellectual Property Rights in Foreground Information
- 4 License to Intellectual Property Rights in Background Information
- 5 Right to License
- 6 Access to Information; Exception to Contractor Rights
- 7 Waiver of Moral Rights

#### 01 Interpretation

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

## 02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

## 03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:
  - (c) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
  - or
  - (c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)
3.
  - I. For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
  - II. For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

#### **04 License to Intellectual Property Rights in Background Information**

1. Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
  - (a) for the use, operation, maintenance, repair or overhaul of the Work;
  - (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
  - (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times; and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. Without restricting the scope of any license to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that



Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

**05 Right to License**

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

**06 Access to Information; Exception to Contractor Rights**

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  - (c) is independently developed by or for Canada; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

**07 Waiver of Moral Rights**

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

## SUPPLEMENTARY HEALTH AND SAFETY CONDITIONS

1. The Environment Canada Departmental Representative is responsible for all matters concerning the health and safety conditions under this Contract.
2. The Contractor will comply with the Canada Labour Code, and the Canada Occupational Safety and Health Regulations, provincial/territorial legislative requirements and industry standards.
3. The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.
4. The Contractor and any sub-contractors will follow all applicable health and safety, fire safety, policies and procedures and emergency and security measures of the Government of Canada and Environment Canada.

The Contractor will ensure that the work place activities of the contractor, the contractor's employees, the sub-contractor and the sub-contractor's employees do not endanger the health and safety of any person.

5. For work in the Provinces of Alberta and British Columbia:

The Contractor agrees:

- 1) to act as the employer where there is only one employer on the work site, in accordance with the authority having jurisdiction;

or,

- 2) to accept the role of "prime" contractor if there are 2 or more employers involved in work at the work site at the same time in accordance with the authority having jurisdiction.

### 6. WCB Legislation and Liability Insurance

Contractor must have valid, in good standing Workers Compensation Board coverage or General Liability Coverage.

Contractors that are Company owners, and/or self-employed individuals may not be covered by WCB shall provide proof of accident and general liability coverage for Company owners, self-employed individuals, sub-contractors or any personnel carrying out the work, to the Contracting Authority.

### 7. Sub-Contractors

The Contractor shall not enter into sub-contracts without the prior permission of Environment Canada.

### 8. Qualifications

Every employee of the Contractor and sub-contractors must be adequately trained, certified and licensed to conduct their work in accordance with prescribed federal, provincial, municipal or industrial standards.

## **9. Meetings**

The Contractor will attend/conduct safety and co-ordination meetings for the purpose of informing all concerned of health and safety hazards at the work site.

## **10. Protective Devices & Equipment**

The Contractor will provide all appropriate equipment, devices, tools and machinery, including Personal protective equipment for employees or contract personnel and will ensure that these items meet all prescribed federal/provincial/territorial standards and accepted industry standards; are maintained in proper working condition; and are used in the authorized manner when required. Contractor must have hard hat, safety boots, personal flotation devices and first aid kit.

The Contractor will ensure that sub-contractors provide all appropriate equipment, devices, tools and machinery, including Personal protective equipment for contract personnel and will ensure that these items meet all prescribed federal/provincial/territorial standards and accepted industry standards; are maintained in proper working condition; and are used in the authorized manner when required.

## **11. Field Operations**

The Contractor shall be advised by the Departmental Representative of any particular risks and hazards which may be known or foreseen in the carrying out of work.

## **12. Task Hazard Analysis**

The Contractor acknowledges to have received and read the Task Hazard Analysis attached to this contract:

- a) Travel in Fixed & Rotary-Wing Aircraft
- b) Helicopter Safety
- c) Chainsaw Operations
- d) Digging with Hand Tools
- e) Lifting Objects by Hand
- f) Loading/Unloading Vehicles
- g) Using Non-Powered Hand Tools
- h) Using Powered Hand Tools

## **13. Work Location/Schedule/Communication**

The Contractor shall inform the Departmental Representative if the work is in an isolated geographical location of the scheduled work dates and duration, the number of personnel and the normal and emergency methods of communication.

## **14. Work Stoppage**

The Environment Canada Departmental Authority or Contracting Authority has the right to stop work, if in the opinion of Environment Canada, the work is not being or cannot be performed safely by the contractor or sub-contractor, or the work is being performed in a manner that is contrary to the requirements of the applicable health and safety legislation.

The Contractor shall stop the work immediately if notified by the Environment Canada Departmental Authority or Contracting Authority.

The Contractor will give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

#### **15. Improper Conduct**

The Contractor, shall, upon the request of Environment Canada remove any person employed by the Contractor for purposes of the contract who, in the opinion of the Environment Canada, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the work site.

#### **16. Contractor's Expense**

The Contractor, shall, at the contractor's expense, do whatever is necessary to ensure:

- a) that no person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the contract;
- b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the work;
- c) fire hazards in or about the work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;
- d) the health and safety of all persons employed in the performance of the work is not endangered by the method or means of its performance;
- e) adequate medical services are available to all persons employed on the work or its site at all times during the performance of the work; and adequate sanitation measures are taken in respect of the work and its site.

#### **17. Periodic Inspections, Corrective Action**

The Contractor shall accompany Environment Canada representative(s) during periodic site safety inspections and shall respond, in writing, to any corrective actions deemed necessary or appropriate by the Environment Canada representative to ensure compliance with applicable occupational health and safety laws and industrial standards. These actions include any corrective actions deemed necessary or appropriate by the Environment Canada representative to correct any unsafe act, practice, equipment, procedure or device within a predetermined time and frame as established by Environment Canada representative.

#### **18. When Work Recommences**

The Contractor or sub-contractor shall not recommence any work until such time as the unsafe act, equipment, procedures or device has been corrected to the satisfaction of the Environment Canada representative.

#### **19. Stringent Provisions**

In the event that differenced or conflicts arise between legislation, regulations or safety standard that apply to the contractor or work being done, the more stringent provisions will be applied and enforced.

#### **20. Hazard Intervention Process**

A hazard intervention process shall be followed by the contractor if any person becomes aware of a condition or situation that could pose a hazard to employees as defined in Part II of the Canada Labour Code, to contractors, sub-contractors and all other persons who enter the work place or who are in proximity of the work activity.

## **21. Termination of Contract**

Environment Canada shall terminate the contract if in the opinion of the Environment Canada representative, the work is not being or cannot be performed safely by the contractor or sub-contractor, or the work is being performed in a manner that is contrary the requirements of the applicable health and safety legislation.

## **22. No Civil Damages**

If Environment Canada stops work or terminates the contract because the work cannot be performed safely or in a manner that meets the requirements of the applicable health and safety legislation, the Minister will not pay damages to the contractor, sub-contractors or employees and suppliers of the contractor or sub-contractor.

**BIDDER'S CERTIFICATIONS**

**(COMPLETE/SIGN/DATE AND INCLUDE WITH TECHNICAL BID)**

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.

**F.1 CERTIFICATION OF EDUCATION/EXPERIENCE**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described in the Contract.

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Date**

**F.2 STATUS AND AVAILABILITY OF RESOURCES**

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST, upon the request of the Contracting Authority, provide a copy of the certification by the non-employees proposed confirming permission and availability. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Date**

### **F.3 FORMER PUBLIC SERVANT CERTIFICATION**

Contracts with 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, offerors must provide the information required below.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, 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**

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

#### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



#### F.4 FEDERAL CONTRACTORS PROGRAM CERTIFICATION

##### Bidder Certification for Requirements exceeding \$25,000.00 but under \$200,000.00

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site: [www.hrsdc.gc.ca](http://www.hrsdc.gc.ca)

The Bidder acknowledges that the President shall rely on this certification to award the Contract. Should a verification by the President disclose a misrepresentation on the part of the Bidder, the President shall have the right to treat any contract resulting from this bid as being in default, and to terminate it pursuant to the default provisions of the Contract.

\_\_\_\_\_  
**Signature of Authorized Company Official**

\_\_\_\_\_  
**Date**

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.