



Atlantic Region Procurement & Contracting

Purchasing Office - Bureau des achats:
 Atlantic Region Procurement &
 Contracting
 Contracting and Procurement Division,
 Finance Branch, Environment Canada/
 Division de l'acquisition et des
 Direction générale des finances
 Environnement Canada
 45 Alderney Drive, Dartmouth NS B2Y
 2N6/45, promenade Alderney
 Dartmouth, N.-É B2Y 2N6
 Tel: 902-426-9940
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REQUEST FOR PROPOSAL- DEMANDE DE SOUMISSIONS

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

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT/ LE PRÉSENT DOCUMENT CONTIENT D'EXIGENCE DE SÉCURITÉ

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de
l'entrepreneur

Telephone No. No de téléphone:

()

Facsimile No. – No. télécopieur:

()

Title-Sujet Aerological Observations- Stephenville/ Observation aérologique à Stephenville		Date 2014-09-24
Client Reference No. - No. De Référence du Client K4B20-14-0142		
Solicitation No. - N° de demande K4B20-14-0142		
SOLICITATION CLOSES – L'INVITATION PREND FIN at- à 02 :00 PM on – le 2014-10-16 Atlantic Daylight Savings Time		
F.O.B. - F.A.B. Destination	GST - TPS See herein-ci-inclus	Duty - Droits See herein-ci-inclus
Destination of Goods and Services: Destinations des biens et services: See herein – Voir aux présentes		
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: See herein – Voir aux présentes		
Address Inquiries to: - Adresser toute demande de renseignements à: Jennifer Legere		
Telephone No. - No de téléphone 902-426-9940		Fax: 902-426-2690
Total Estimated Cost - Coût total estimatif \$		Currency - Devise CAD
Signature of Authorized Representative/Signature de la personne autorisée		



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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Mandatory Requirements and Evaluation Criteria, and the Security Requirements Checklist.

2. Summary

Environment Canada has a requirement for a Contractor to operate the Aerological Observing Station at Stephenville, Newfoundland in accordance with the Statement of Work entitled “Aerological Observations and Other Services Stephenville Upper Air Station (2014)” of the Solicitation Document.

Work shall be carried out approximately 7 hours per day, every day including holidays. A minimum of three (3) employees capable of being trained and qualified as Upper Air Observers shall be required to operate the Upper Air Program. All personnel shall have completed Secondary School or equivalent as well as have computer experience with Microsoft Windows. One of the three proposed observers must be designated as station manager and must have prior upper air experience.

The contract is for three (3) months with the option to extend up to four (4) additional twelve (12) month periods under the same terms and conditions.

There is a security requirement associated with this requirement.

This requirement is subject to Agreement on Internal Trade (AIT).

3. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are amended as follows:

- a) Revision to Departmental Name: Delete all references to “Public Works and Government Services Canada” and replace with “Environment Canada”.
- b) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
 - Delete: sixty (60) days
 - Insert: ninety (90) days

2. Submission of Bids

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

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

3. Former Public Servant

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, bidders 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, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar



days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Improvement of Requirement During Solicitation Period

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

7. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;



- (b) use a numbering system that corresponds to the bid solicitation.

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in [Annex “C” – Mandatory Requirements and Evaluation Criteria](#).

1.2 Financial Evaluation

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



2. Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 280 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 400 points.

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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



2.1 Status and Availability of Resources

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

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

Signature: _____ **Date:** _____

2.2 Rate or Price Certification

The Bidder certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

Signature: _____ **Date:** _____

2.3 Education and 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 every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____ **Date:** _____



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2014-06-26) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

1. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must each hold a valid reliability status, granted or approved by Department of Environment Canada.

2. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of Department of Environment Canada.

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

(a) Security Requirements Check List and security guide (if applicable), attached as Annex D

(b) Industrial Security Manual (Latest Edition), attached is the link:

<http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from January 1, 2015 to March 31 2015 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional twelve (12) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least seven



(7) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Legere
Contracting Manager, Atlantic
Contracting and Procurement Division
Finance Branch, Environment Canada
17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6
Tel: 902-426-9940
Fax: 902-426-269
jennifer.legere@ec.gc.ca

Alternate Contact:

Carole Daigle
Procurement Officer
Contracting and Procurement Division
Finance Branch, Environment Canada
17th Floor, 45 Alderney Drive, Dartmouth NS B2Y 2N6
Tel: 902-426-0935
carole.daigle@ec.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: *To be determined at Contract Award.*

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



5.3 Contractor's Representative (To be completed by Bidder)

Name: _____

Title: _____

Legal Company Name: _____

Operating Name: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

Procurement Business Number or Tax Number: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B"- Basis of Payment.

7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (To be inserted at Contract Award). Customs duties are *not applicable*, and Applicable Taxes are extra.

2.No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

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



7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0711 (2008-05-12) Time Verification
H1001C (2008-05-12) Multiple Payments
H1008C (2008-05-12) Monthly Payment

8. Invoicing Instructions

8. 1.

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed (*if requested*);
- b. a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

c. one (1) copy must be forwarded to the consignee.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*To be inserted by Bidder*)

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-06-26) General Conditions - Higher Complexity - Services;



- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Requirements and Evaluation Criteria;
- (f) Annex D, Security Requirements Check List;
- (g) the Contractor's bid dated _____. (*To be inserted by Bidder*)

12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations



ANNEX "A"
STATEMENT OF WORK

Aerological Observations and Other Services
Stephenville Upper Air Station (2014)

Section 1 - Overview of the Work to be Performed

1. The Contractor will operate the **Stephenville Weather Station** for the purpose of conducting a meteorological data acquisition program. The work consists of performing; aerological observations, supplementary scientific program tasks and other related duties.
2. Aerological Observations consist of observing, recording, encoding and transmitting upper air data. The observations are performed according to procedures established in; MANUPP (Manual of Upper Air Observations), Modules 1 to 10 of the Aerological Observer's Course (AOC), Health and Safety Manuals for the Meteorological Service of Canada and written instructions from the Project Authority. To fulfill international commitments, and to comply with the directives contained in MANUPP, the work must be done at the times specified in Section 2 – Details of the Services to be Provided.
3. Supplementary Scientific Program Tasks consist of performing checks and maintenance on Helium and/or Hydrogen balloon inflation systems as well as other equipment such as a Ground Level Ozone Analyzer, Brewer Spectrophotometer, etc.
4. Other Related Duties associated with the operation of the weather station facility include, but are not limited to; shipping and receiving of various items such as compressed gas helium cylinders, electronic equipment and parts, janitorial such as cleaning washrooms, emptying waste receptacles, cleaning floors, snow removal at entrances, exits and steps, etc.
5. An aerological observation, supplementary program tasks and other duties associated with the operation of the station, can normally be completed in approximately 3.5 hours per shift. It is suggested that approximately 7.0 hours per day, every day of the year (including holidays) is required to operate the weather station.

Section 2 - Details of the Services to be Provided

1. The Contractor will conduct the aerological observing program by performing two aerological observations per day, one in the morning and one in the evening, every day of the year, including holidays.
2. The morning observation period spans from approximately 10:00 UTC to 13:30 UTC (Coordinated Universal Time) and the evening period spans from approximately 22:00 to 01:30 UTC.
3. Approximate time structure of aerological observation



<u>Morning (UTC)</u>	<u>Evening (UTC)</u>	<u>Activity</u>
10:00	22:00	Instrument/balloon preparation
11:15	23:15	Instrument/balloon release, monitor sounding, and perform supplementary programs, etc.
13:15	01:15	End of Sounding
13:30	01:30	Post flight duties

4. The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with either Helium or Hydrogen gas according to established safe work practices and procedures.
5. The Contractor must release the radiosonde and balloon assembly and monitor the sounding equipment to ensure the successful transfer of data from the radiosonde to the computer equipment.
6. The Contractor must monitor the computer equipment software to ensure the data bulletins are successfully transmitted and also successfully received by the Meteorological Service of Canada's telecommunications network.
7. A second release may be required should aerological data not be obtained, transmitted and archived up to and including 400 hPa or other fixed level as prescribed by Environment Canada.
8. A second release may be attempted up to and including 13:45 UTC for the morning observation period and up to 01:45 UTC for the evening observation period. There will be no additional monies paid by Environment Canada for these subsequent releases. Second releases are normally required for approximately 30 soundings per year.
9. Every effort must be made to perform the aerological balloon release at precisely 11:15 UTC and 23:15 UTC. If conditions beyond the control of the observer cause short delays in performing the release, a release time between 11:15 and 11:29 UTC and 23:15 and 23:29 UTC will be considered "normal".
10. Releases must not be attempted in advance of 11:15 UTC for the morning observation period or in advance of 23:15 for the evening observation period.
11. A delayed release due to radiosonde or balloon rejection during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of 45 minutes prior to the scheduled aerological release to allow sufficient time for the occurrence of rejected equipment.
12. To support research activities, the Contractor may be required to perform additional aerological soundings outside of the regular observation times listed above. These additional soundings, if any, will be compensated at a rate equivalent to 1.5 (one and one half) times the Contractor's rate for a regular aerological observation. The Contractor's rate for a regular aerological observation will be determined as follows; Contractors monthly rate (bid) as submitted in the proposal divided by 60. Up to 30 extra soundings per year may be requested however there is no guarantee that these observations will be required.
13. The administration and documentation associated with the aerological observation program and the supplementary scientific programs can be completed during the aerological balloon ascent and will not cause the Contractor to invoice for additional work.



14. The Contractor will be responsible for maintaining the records associated with each sounding and the supplementary programs. This includes, but is not limited to; completing checks and maintenance logs, recording serial numbers, balloon release times, instrument readings and archiving data.
15. The Contractor will be required to pack and/or unpack, offer for shipment and/or receive Dangerous Goods such as, but not limited to, compressed gas cylinders and corrosives and other non-hazardous items such computer components, boxes of radiosondes, balloons, etc.
16. The Contractor must perform an actual physical count of upper air expendable stock on site on the last day of each month.
17. The Contractor must report to the Project Authority via telephone or e-mail, whenever a shipment of supplies has been received on site and/or when a shortage of supplies is foreseen.
18. When an issue with the operation of the equipment or facilities are noted or foreseen, the issue must be reported as soon as possible to the Project Authority or a designate identified by Environment Canada.
19. The Contractor must consult with the Project Authority prior to attempting unscheduled maintenance or repairs on meteorological sensors or other station equipment.
20. The Contractor will be responsible for performing routine maintenance of the equipment supplied to the station. This includes but is not limited to; regular preventative maintenance and checks of sensors, general site maintenance and janitorial duties such as office and washroom cleaning, emptying waste receptacles, vacuuming, snow removal at entrances and exits, etc.
21. It will be the Contractor's responsibility to purchase and provide the materials required to perform the routine maintenance of the station. These supplies include, but are not limited to; garbage bags, toilet tissue, paper towel and cleaning materials.
22. The Contractor may be required to assist a qualified officer in the repairs or replacement of malfunctioning equipment. This includes but is not limited to; packing/unpacking/transporting or making arrangements to transport cases/crates/parcels to or from the weather station, changing light bulbs, fuses and minor components, observing and reporting on the status or performance of specific equipment in a timely manner when requested to do so by the Project Authority.
23. From time to time, the Project Authority may request the Contractor to perform other duties related to the safe and effective operation of the weather station. The Contractor must only complete these duties upon the instruction of the Project Authority or designate identified by Environment Canada. These duties may include such things as minor facility or equipment maintenance or repair not identified elsewhere in the contract. If the other related duties described above can be completed during the regular aerological observation period then additional compensation will not be paid.
24. If the Project Authority requests the Contractor to perform other duties related to the safe and effective operation of the weather station and the work requires the Contractor to return to the site after the observation period has ended, the rate of 1.0 (one) aerological observation will be paid to the Contractor for each occurrence. It is anticipated that approximately 10 requests for other duties outside the hours of observation may occur however there is no guarantee that these other duties will be



required.

25. Other duties or services such as, but not limited to, monitoring and or observing, recording and reporting readings of other weather station equipment may be added to the Statement of Work at no additional cost to the Crown as long as no increase in work hours or staffing is required and/or other costs are incurred by the Contractor.

26. All reports, documentation, information, concerns or recommendations related to the weather station and the data acquisition program must be sent without delay to the Project Authority who is:

(To be determined after Contract award)

27. The cost of the miscellaneous administrative office supplies required to operate the aerological program will be the sole responsibility of the Contractor.. These supplies include, but are not limited to; printer paper, packaging tape, envelopes and CD's.

28. All postage/shipping fees for mailing of records and reports will be the responsibility of the Contractor.

Section 3 - Guidelines and Constraints

1. The Crown will make available to the Contractor all of the meteorological instruments, equipment and documentation required to operate the data acquisition program.

2. The Contractor must ensure the meteorological instruments provided are kept clean, free of snow and/or ice and in good repair.

3. The Contractor must ensure that all equipment is used and maintained according to instructions provided and not be subject to neglect or improper use.

4. Changes to the physical location or installation of any meteorological equipment, sensors and instruments are not to be undertaken without the prior approval of the Project Authority or an approved technical representative of Environment Canada.

5. The Crown will supply the necessary computer equipment for the collection, transmission and archiving of aerological data. Where applicable, spare computer equipment will also be provided by the Crown.

6. The Contractor must use the provided computer equipment solely for the purpose of collecting, transmitting and archiving information relevant to the meteorological operations of the station and for transmitting data from other stations as required.

7. The Contractor will not be responsible for the loss of, or damage to, the equipment supplied by the Crown unless such damage or loss results from the negligence or abuse of the equipment by the Contractor.

8. The Contractor must return to the Crown, upon termination of the contract, all equipment and



meteorological supplies provided by the Crown. The Contractor must return all equipment and supplies in good condition save for ordinary deterioration due to normal use.

9. The Contractor must complete an inventory of all equipment, instruments, and supplies, with a representative of the Crown at the commencement and at the termination of the contract.
10. The Contractor must forward original meteorological records and/or electronic files in a timely manner as specified by the Project Authority. Legible copies of all meteorological records and electronic files must be retained on station for a period designated by the Project Authority.
11. The Contractor must submit a quality control report for the station's aerological program on the last day of each month. This report must contain an accurate assessment of performance for each of the observers in the employ of the Contractor.
12. The quality control report will also certify that the Contractor has performed the services detailed in the contract and it will be a condition precedent to the right of the Contractor to receive payment. Any attempt to deliberately falsify this document or any other documentation related to the operation of the weather station shall result in the cancellation of the Contract for cause.
13. The Contractor must submit an aerological station record on the last day of each month. This report must detail the performance of the station equipment, the status of the facility with regards to Occupational Health and Safety, the staff involved in the observing program including the number of aerological observations performed by each during the month and a monthly inventory of expendables. This will be a condition precedent to the right of the Contractor to receive payment.
14. The Contractor must report to the Project Authority or designate, via an administrative message using the upper air computer, the occurrence of unsuccessful or delayed balloon releases and/or delayed or missing aerological bulletins within 12 hours of the occurrence
15. If the Contractor is unable to report to the station in order to perform an aerological release, the Contractor must contact the Project Authority or designate as soon as possible.
16. The Contractor must provide a telephone number, fax number and an e-mail address that are monitored by the Contractor during the times when the station is not attended. This is a mandatory requirement.
17. The Contractor must notify the Project Authority of any proposed contract personnel changes a minimum of 60 days in advance of the proposed personnel change. The proposed change is subject to approval by the Project Authority.
18. The Contractor must provide a résumé of the candidate(s) as well as a letter signed by the candidate(s) indicating his or her willingness to work for the Contractor and undergo the necessary training.
19. The Crown will provide the services of a qualified officer (Inspector) to audit all aspects of the weather observing program and station operations to ensure; timeliness of reporting, accuracy of data, adherence to established procedures, adherence to safe work practices and adherence to standards. This officer will also confirm that the contract is being fulfilled according to its terms and conditions.



20. The qualified officer (Inspector) will have the authority to recommend and implement changes to observing program practices.
21. The qualified officer (Inspector) will have the authority to recommend that an observer's Site Authorization be revoked, should the observer demonstrate a breach of the Rules of Conduct as described in Section 4 or a lack of ability, negligence and/or unreliability.
22. The Crown will be responsible for the provision and payment of communications services to/from the weather station. In the event of communications equipment failure, the Contractor must use an approved alternate method of data transmittal, the costs for which will be borne by the Crown.
23. All privately owned motor vehicles driven onto weather station property must be properly insured and licensed.
24. All privately owned ATV's and Snowmobiles driven onto weather station property must fully comply with the Provincial and Local regulations, and must be properly licensed and insured.
25. The logistics and costs of contract personnel getting to and from the weather station will be the sole responsibility of the Contractor.
26. The Crown will issue Government Contractor ID Cards to all Contractor personnel identified in the proposal. The ID Cards must be in the possession of Contractor personnel while at the site and must be produced for scrutiny upon the request of other government officers.
27. The Government Contractor ID Cards must be returned to the Project Authority immediately upon termination of the Contract or upon an observer's Site Authorization being revoked.
28. The Contractor will be responsible for the cost of obtaining and renewing other security passes and ID Cards as required by airports and/or other site requirements
29. The Contractor personnel must also assist in maintaining security at the Upper Air Station by challenging visitors for identification and recording and reporting to the Project Authority the names of visitors as well as locking the buildings and security gates and maintaining a watch during work periods.
30. The Contractor will not be liable for any claims which may result from incorrect weather reports made by the Contractor on behalf of Environment Canada unless such incorrect weather reports are the result of willful acts or negligence on the part of the Contractor.

Section 4 - Rules of Conduct

1. The Contractor must follow the proper communications protocol as defined by Environment Canada's Policy on the Use of Electronic Networks. The weather station communications services must only be used for the transmission of weather information, reporting of instrument defects or failures, or for matters relating to the ongoing operations of the weather station.
2. Misuse of computing and communications equipment, including downloading of files from media such as the Internet (unless specifically related to the observing program and authorized by the



Project Authority), installing additional software (games, etc.) is strictly prohibited and will constitute grounds for termination of the contract for cause.

3. The Contractor agrees that all information gathered, materials collected, and reports produced, will be the sole property of the Crown. The Contractor must not publish or in any way use the said information or data, material or reports, without the express and prior approval, in writing, of the Project Authority.

4. The Contractor must not involve the weather station in any local issues or other forms of current events. Requests for comment from the media or other representatives of public or private groups must be directed to the Project Authority.

5. The Contractor must not provide comment or opinion on any issue on behalf of the Crown. Contractors and contract employees must not present themselves as representatives of the Crown.

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

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

8. The Contractor must ensure that no other business, other than that approved by the Project Authority is undertaken on Environment Canada premises.

9. The Contractor must ensure that while on duty, the performance of the aerological observation and supplementary program tasks is the first priority and that no other work nor recreation is carried out on the premises by the Contractor unless approved by the Project Authority.

10. The Contractor must not use the weather station facilities for temporary or permanent living or sleeping quarters nor temporary or permanent storage of personal property.

11. No alcoholic beverages nor illegal drugs or substances can be brought onto Environment Canada premises.

12. Aerological observations must not be performed while under the influence of alcohol or illegal or incapacitating drugs.

13. Proper housekeeping habits must be followed by the Contractor while in Environment Canada facilities.

14. The Upper Air Station is a Federal Workplace therefore smoking is not permitted.

15. The Contractor and contract personnel must co-operate in a professional, courteous and civil manner with the Project Authority in order to ensure the health and safety of personnel accessing the station, the safety of the equipment and buildings and the integrity of the data collection program.

16. While on weather station property, the Contractor and contract personnel must communicate and conduct themselves in a manner which promotes a respectful workplace.



Treating all people with respect, dignity and fairness is required at all times to create and maintain a safe and healthy workplace that is free from harassment and discrimination.

17. The Contractor personnel must respond to requests from other government employees or members of the general public in a courteous and professional manner. A high standard of deportment and a clean and presentable appearance are expected of all contract personnel while on the weather station premises

18. Failure to abide by these rules of conduct may result in the loss of Site Authorization of Contract personnel and/or the termination of the contract.

Section 5 - Health and Safety - Contractor

1. The Contractor must adhere to all applicable regulations provided in Provincial and Federal Labour Codes.

2. The Contractor must post, or cause to be posted, in the workplace in a location accessible to all employees, Part II of the Canada Labour Code and all other printed or safety material and information as directed by the Project Authority.

3. The Contractor must strictly adhere to all fire and general safety regulations issued by the Federal Government, Provincial Government, Regional District or the Project Authority.

4. Any matters affecting the health and safety of all personnel accessing the weather station must be brought immediately to the attention of the Project Authority.

5. The Contractor must complete a monthly station Occupational Health and Safety (OHS) Checklist and forward it to the Project Authority.

6. It is the Contractor's responsibility to ensure that all personnel accessing the station are aware of every known and foreseeable safety or health hazard in the workplace.

7. The Contractor's OHS plan must include a working alone section. This section of the Contractor's OHS plan must consist of a "call-in procedure" or similar mechanism to ensure the health and safety of the observers while they are working alone at the weather station. Any and all logistics and costs associated with the working alone plan will be the sole responsibility of the Contractor.

8. The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This includes, but is not limited to; ensuring that all observer personnel are WHMIS trained and maintain their WHMIS certification as necessary to comply with the legislation, ensuring all WHMIS controlled products are identified with the correct labels and that these products are stored, handled and disposed of according to Federal, Provincial and local laws.

9. The Contractor must ensure that MSDS's (Material Safety Data Sheets) for all WHMIS controlled products on site are requested from the Project Authority as and when required in order to ensure that all MSDS's made available by the Contractor on site are valid.

10. The Contractor must supply to the Crown, within thirty (30) days of the commencement of the contract, written proof of WHMIS training and certification for all contract personnel who will be



accessing the weather station.

11. The Contractor must comply with TDG (Transportation of Dangerous Goods) legislation. This includes, but is not limited to; ensuring that all observer personnel who offer for shipment and/or receive dangerous goods are TDG trained and maintain their TDG training and certification as necessary to comply with the legislation.

12. The Contractor must supply to the Crown, within thirty (30) days of commencement of the contract, written proof of TDG training and certification for all contract personnel who will offer for shipment and/or receive dangerous goods.

13. The Contractor must investigate all hazardous occurrences (including near misses) in the workplace. The results of this investigation must be recorded using the HOIR (Hazardous Occurrence Investigation Report- Labour Canada form 369) and copies of the completed form must be provided to the Project Authority as soon as possible.

14. A mercury spill clean-up kit will be provided by the Crown (if required). The Contractor must report a spill and attempt a clean-up of any mercury spills as soon as possible. A mercury spill will be considered a hazardous occurrence.

15. The Contractor must provide all the PPE (Personal Protective Equipment) required for the safety of the observers and ensure that all PPE is available, in good repair and that all employees are aware of the correct use of the PPE.

16. The Contractor must comply with all local standing orders and all other regulations in force where the work is performed, relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.

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

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

Section 6 - Health and Safety - Crown

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

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

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

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



5. The Crown will provide current MSDS (Material Safety Data Sheets) for all known WHMIS controlled products on site prior to the commencement of the contract.
6. The Crown will provide THA's (Task Hazard Analyses) regarding known or foreseeable workplace hazards on site prior to the commencement of the contract.
7. The Crown will monitor the Contractor's compliance with health and safety procedures and regulations through facilities inspections and observing program audits.

Section 7 - Contract Personnel

1. The Contractor will be responsible for the provision of, and supervision of, a minimum of three (3) persons capable of being trained and Site Authorized as upper air observers for the duration of the contract. This is a mandatory requirement.
2. The Contractor must designate one of the three observers listed above as the station manager. The designated station manager must have a minimum of 1 year prior upper air experience. The station manager must meet all the qualifications required of an aerological observer. This is a mandatory requirement.
3. The Contractor must provide signed résumés of all observer personnel. All observers including the designated station manager require completion of secondary school or equivalent as well as computer experience with Microsoft Windows. The observers must have a work history which indicates they are mature, demonstrate responsibility, have an awareness for Occupational Health and Safety requirements and are capable of working without supervision. This is a mandatory requirement.
4. All observers and designated station manager must provide signed letters of agreement to work and to undergo the required training. This is a mandatory requirement.
5. All observers and designated station manager must undergo Departmental Personnel Security Screening and obtain Approved Reliability Status prior to the commencement of the work. Note that this process may take up to 180 days.
6. The Contractor must ensure that all observers and designated station manager, perform a minimum of 1 complete aerological observation a minimum of once every 60 consecutive days.
7. At the discretion of the Project Authority, the Site Authorization of an observer may be revoked if the observer does not perform one complete aerological observation a minimum of once every 60 consecutive days.
8. The Contractor must take all necessary action to ensure that the principles outlined in Provincial and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy and respectful working environment. Failure to comply with Labour Codes may result in the termination of the contract.

Section 8 - Observer Training

1. If contract personnel have not been previously trained and site authorized by a representative of



Environment Canada, the Contractor must make any and all arrangements for these personnel to proceed to Stony Plain, Alberta to successfully complete the Aerological Observer's Course prior to reporting to the weather station.

2. Contractor personnel who do not successfully complete the Aerological Observer's Course in Stony Plain will not be permitted to perform aerological observations nor be granted a Site Authorization to do so.
3. All costs related to contract personnel aerological training in Stony Plain will be the sole responsibility of the Contractor. These costs include, but are not limited to; contract personnel salary, travel, meals, accommodation and transportation to/from the training facility.
4. The Crown will normally provide the services of a qualified aerological instructor to conduct the training and the tuition costs for "ab initio" trainees will be normally be waived.
5. At the discretion of the Project Authority, the Aerological Observer's Course may be conducted at the weather station where the work is to be performed.
6. Training, either in Stony Plain or at the specified weather station will be limited to a maximum of five (5) students.
7. The duration of the Aerological Observer's Course is normally 15 days (not including weekends) for hydrogen-helium inflation gas and 10 days (not including weekends) for helium only inflation gas.
8. While on course, all trainees are expected to behave in a professional manner. Clothing must be clean and presentable. Tardiness or disruptive behavior will not be tolerated. Arriving at the training centre in an intoxicated or impaired condition will result in immediate removal from the course. Any costs arising from this removal will be the sole responsibility of the Contractor.
9. Subsequent to ab-initio training, the Contractor will be allowed one training seat per option period of the contract on a regularly scheduled Aerological Observer's Course. Costs for the instructor and tuition will be borne by Environment Canada. The Contractor will be responsible for all other costs associated with training, including but not limited to; contract personnel salary, travel, meals, accommodation and transportation to/from the training facility.
10. At the discretion of the Crown, the Contractor may be invoiced for any additional training outside of that normally scheduled by Environment Canada. Any other costs associated with additional training will be the sole responsibility of the Contractor.
11. Requests for training must be submitted to Environment Canada in writing. The written request must be received by the Project Authority a minimum of 30 days prior to the commencement of a scheduled Aerological Observer's Course.

Section 9 - Site Authorization of Observers

1. An observer must receive written authorization from the Project Authority or designate, prior to performing an aerological observation or supplementary program duties at a particular site. A Site Authorization document is not transferrable between aerological stations.



2. The Site Authorization will consist of an initial audit of the observer's practical performance and will be undertaken at a time which is mutually agreeable to the Contractor and Project Authority. All observers involved in the contract aerological observation program will be Site Authorized at the specific site at which the aerological observations are taken.
3. The Contractor must provide a shift schedule to the Project Authority for the period of the Site Authorization of all observers. The shift schedule must be received by the Project Authority a minimum of 30 days prior to the commencement of the Site Authorization process and must meet with the Project Authority's approval. The intent is to ensure that the Site Authorization process is completed in a cost effective and practical manner.
4. An observer's Site Authorization will "lapse" and be subsequently revoked if an observer does not perform a complete aerological observation a minimum of once every 60 days.
5. An observer's Site Authorization will be immediately revoked if the observer resigns or is otherwise released from the employ of the Contractor.
6. Environment Canada may revoke an observer's Site Authorization if there is cause to believe the observer's performance fails to meet observing standards as prescribed in MANUPP with respect to accuracy and timeliness.
7. Negligence of duties or the willful dissemination of false or erroneous weather information will result in an observer's Site Authorization being revoked.
8. Failure to abide by the stated rules of conduct may result in an observer's Site Authorization being revoked.
9. While an observer's Site Authorization is revoked, the observer is not permitted to perform aerological observations or conduct supplementary program duties.
10. If the requirement for the Site Authorization of an observer results directly from the awarding of a contract, or results from the one training seat per option period of the contract, the costs associated with providing an officer of Environment Canada to conduct the Site Authorization will be borne by the Crown.
11. If the Contractor requests the Site Authorization of an observer, not directly resulting from the awarding of a contract, or from the one training seat per option period of the contract, the Contractor may be responsible for the cost of the Site Authorization. Costs may include; airfare, other transportation, meals and accommodation of the Environment Canada officer.

Section 10 - Facilities

1. The Crown will provide the necessary facilities for the operation of the aerological observation program. These facilities will include a washroom and potable water. All utilities necessary to operate the station, including heat, water, lighting and power, will be the responsibility of the Crown and will be provided at no charge to the Contractor.
2. The Contractor must follow energy efficient and environmentally friendly best practices as established by the Federal and Provincial or Territorial Governments as well as the local municipality when using the provided facilities.



3. The Contractor and all contract personnel must ensure that the Federal Government's "Smoking Policy" is observed while at the supplied facilities.
4. It will be the responsibility of the Contractor to arrange for or provide, unless otherwise provided, general housekeeping services. These will include, but not be limited to, keeping the floors clean, swept or vacuumed, the interior walls and windows cleaned, and the daily removal of all litter and waste. Any cleaning or janitorial supplies and equipment required to maintain the cleanliness of the weather observing facilities must be supplied by the Contractor.
5. The Contractor must ensure that all entrances, exits, sidewalks and walkways of the facility buildings are kept clear of snow and ice. All equipment and costs associated with snow and ice removal will be sole responsibility of the Contractor.
6. The Crown will provide the necessary snow and ice removal services for the driveway and/or access road and yard area to the facility.
7. The Contractor must notify the Project Authority or a specified agency when snow and ice clearing of the station road way or yard area is required.
8. The Contractor is responsible for all costs associated with injury or accident arising out of Contractor negligence (e.g. appropriate warning signs were not correctly posted or improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).
9. The Contractor or contractor personnel must not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Project Authority.
10. The Contractor must report any defect in the facilities, property, or equipment to the Project Authority within 24 hours of these defects becoming apparent.
11. The Contractor must ensure that only individuals involved in the performance of aerological observations or supplementary program duties, or otherwise involved in the cleaning and/or maintenance of the facilities, will access the weather station property.
12. The Contractor must ensure that the provided facilities are secured and locked and windows closed when not in use.
13. Should vehicle parking be required for the Contractor and contract personnel, the costs of the parking must be the sole responsibility of the Contractor or contract personnel.

Section 11 - Emergency Plans

1. The Contractor, in consultation with the Project Authority, must prepare and submit an emergency action plan detailing procedures to be followed by all contract personnel accessing the station in cases where extraordinary events, such as power failures, severe weather or natural disasters, or other events beyond the control of the Contractor may interfere with or prevent the completion of aerological observations of supplementary program duties.



2. The emergency action plan will address alternate methods of transmitting aerological observations in the event of normal Environment Canada communications failure, and an employee call-in procedure to maintain the program if possible. The plan will also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.
3. The Contractor must ensure that all contract employees are aware of this plan and the procedures to be followed in such instances.
4. The Contractor must complete the Emergency Action Plan within thirty (30) days of the commencement of the contract.
5. In addition to the Contractor's "working alone policy", the Contractor must adhere to the MSC's "check-in" procedure as detailed by the Project Authority.

Section 12 - Hazards

1. There are a number of hazards that contract personnel may face as part of their regular day to day duties at the weather station. These hazards maybe physical and/or chemical in nature.
2. The following is a list of known or foreseeable physical hazards associated with the performance of aerological observations and/or supplementary program duties;
 - a) Fire and/or explosion (hydrogen)
 - b) Asphyxiation (hydrogen and/or helium)
 - c) Eye/ear injury from ruptured balloons
 - d) Exposure to radiation from computer monitors
 - e) Frost bite while performing outdoor work
 - f) Slip, trip and fall hazards while performing outdoor work
 - g) Injuries from burns/acids/caustics
 - h) Latex allergies
 - i) Compressed Gas Cylinders (helium)
 - j) Working alone
 - k) Operation of large overhead doors
 - l) Climbing ladders
 - m) Fire extinguishers
 - n) Electrocution
 - o) Wildlife encounters
 - p) Cuts and/or Punctures while maintaining equipment
3. The following is a list of known or foreseeable chemical hazards associated with the performance of aerological observations and/or supplementary program;
 - a) "Snoop" Leak Detector
 - b) Fyrite Fluid (Hydrochloric Acid)
 - c) Mercury
 - d) Copper Sulphate
 - e) Lithium Chloride
 - f) Methyl and/or Isopropyl Alcohols



- g) Ozone
- h) Potassium Hydroxide (caustic potash)
- i) Petroleum, Oils and Lubricants
- j) Sulfamic Acid
- k) Battery Acid
- l) Fire Extinguishers
- m) Hydrogen Gas
- n) Helium Gas

4. The Contractor must ensure that all contract personnel have been made aware of all known hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new chemical hazards are to be brought to the attention of the Project Authority immediately.
5. The Contractor must ensure that all contract personnel are equipped with and use Product Supplier and WHMIS recommended PPE (Personal Protective Equipment) such as protective eyewear, chemical resistant gloves, protective footwear, etc..
6. The Contractor must complete an annual inventory of all weather station PPE and forward a copy of the inventory to the Project Authority. The Project Authority will review the inventory and the Contractor must remedy any noted deficiencies to the satisfaction of the Project Authority. Failure to do so will be considered cause for termination of the contract.

Section 13 - Liquidated Damages

1. Penalties for non-performance represent an estimate of the loss that will be incurred by Environment Canada in the event that the Contractor is responsible for delayed or missing aerological data. The penalties reflect the amount that Environment Canada is entitled to recover in the event of a breach of the terms and conditions of the contract without the requirement to prove the actual damages.
2. Normal Releases - Every effort must be made to perform the aerological release at precisely 11:15 UTC (morning) and/or 23:15 UTC (evening). Because conditions beyond the control of the Contractor may cause short delays in performing the release, actual release times between 11:15 UTC and 11:29 UTC (morning) and/or 23:15 UTC and 23:29 UTC (evening) will be considered "normal".
3. Early Releases - Releases must not be attempted in advance of 11:15 UTC (morning) and/or 23:15 UTC (evening). If an early release is performed, there will be a reduction in the payment to the Contractor of one half (0.5) times the aerological observation rate.
4. Delayed Releases - If the first aerological release attempt is performed after 11:29 UTC (morning) and/or 23:29 UTC (evening) the release will be classified as Delayed. If the delay was caused by conditions beyond the control of the Contractor, there will be no reduction in the payment to be made to the Contractor. If the delay was caused by events resulting from the Contractor not following established procedure (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of one-half (0.5) times the aerological observation rate for each occurrence.
5. Releases must not be attempted after 13:45 UTC (morning) and/or 01:45 UTC (evening).



6. Delayed/Missing Bulletins - If any or all of the aerological bulletins are not received by the Meteorological Service of Canada's telecommunications network before 13:20 UTC (morning) and/or 01:20 UTC (evening), the bulletin(s) will be classified as delayed or missing. If the delayed or missing bulletin(s) were caused by conditions beyond the control of the Contractor, there will be no reduction in the payment to be made to the Contractor. If the delayed or missing bulletin(s) were caused by events resulting from the Contractor not following established procedure (as determined by the Project Authority) there will be a reduction in the payment to the Contractor of one-half (0.5) times the aerological observation rate.

7. Missed Aerological Observations - If an aerological release is not attempted before 13:45 UTC (morning) and/or 01:45 UTC (evening), the observation will be classified as missing. If a release was attempted but the attempt was not successful due to conditions beyond the control of the Contractor, there will be no reduction to the payment made to the Contractor. If a release was not attempted for reasons caused by events resulting from the Contractor not following established procedure (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of two (2.0) times the aerological observation rate for each occurrence.

8. Inclement Weather and/or Road Conditions - If the weather or road conditions are such that the Contractor cannot reasonably be expected to travel to the upper air station to attempt an aerological release, the Contractor will not generally be liable for liquidated damages resulting from the missed aerological observation, however, the Project Authority must still be notified.

9. If weather conditions as detailed below are prevalent, the Contractor is not obligated to attempt an aerological observation and liquidated damages will not apply;

- a) A prevailing wind speed greater than seventy (70) kilometers/hour, combined with at least one of the following conditions:
 - i) blowing snow with a prevailing visibility less than 400 meters (1/4 mile) and/or
 - ii) a wind chill colder than -50 °C

10. If the weather conditions in Para. 9 above do not exist, but in the opinion of the Contractor, attempting an observation will cause a significant risk to the observer's health and safety, then the Contractor is not obligated to attempt an aerological observation and liquidated damages will not apply, however, the Project Authority must still be notified.

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

12. A sustained number of delayed/missing release attempts or bulletins, or inaccurate ascents may result in termination of the Contract for cause.

13. A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer may result in revocation of the observers Site Authorization.



**ANNEX "B"
BASIS OF PAYMENT**

Period 1: January 1, 2015 up to and including March 31, 2015		
Firm all inclusive monthly rate (\$ (a))	Quantity (b)	Total for 12 months (a x b)
\$ _____	3 months	\$ _____

(Option Period 1) April 1, 2015 to March 31, 2016		
Firm all inclusive monthly rate (\$ (a))	Quantity (b)	Total for 12 months (a x b)
\$ _____	12 months	\$ _____

(Option Period 2) April 1, 2016 to March 31, 2017		
Firm all inclusive monthly rate (\$ (a))	Quantity (b)	Total for 12 months (a x b)
\$ _____	12 months	\$ _____

(Option Period 3) April 1, 2017 to March 31, 2018		
Firm all inclusive monthly rate (\$ (a))	Quantity (b)	Total for 12 months (a x b)
\$ _____	12 months	\$ _____

(Option Period 4) April 1, 2018 to March 31, 2019		
Firm all inclusive monthly rate (\$ (a))	Quantity (b)	Total for 12 months (a x b)
\$ _____	12 months	\$ _____

Total (Period 1 to Option Period 4) \$ _____ (taxes not included)



**ANNEX “C”
MANDATORY REQUIREMENTS AND EVALUATION CRITERIA**

**Aerological Observations and Other Services
Stephenville Upper Air Station (2014)**

Mandatory Requirements

1. Minimum Number of Employees

A minimum of three (3) persons to be trained and qualified as upper air observers must be identified in the proposal and must be available for work at the station for the duration of the contract.

2. Station Manager Qualifications

One of the three proposed observers must be designated as the station manager. The designated station manager must have a minimum of 1 year experience in performing aerological soundings at an upper air station. The station manager must meet all the qualifications required of an aerological observer and proof of his/her upper air experience must be provided in the proposal.

3. Observer Résumés

Signed résumés of all the proposed observers and designated station manager must be included in the proposal. All proposed observers and designated station manager must have completed secondary school or equivalent as well as have computer experience with Microsoft Windows. The observers must have a work history which indicates they are capable of working without supervision.

4. Letters of Agreement

Signed letters of agreement from all the proposed observers and designated station manager must be included in the proposal. These letters must indicate the person's willingness to work and to undergo the training required.

5. Contact Information

The Contractor will provide a telephone number, fax number and an e-mail address that are monitored during the times when the station is not attended.

6. Minimum Score

The Proposal must obtain the required minimum of 70 percent of the points specifically for **Section A – Contractors Staffing Plan** and obtain the required minimum of 70 percent overall for the technical evaluation criteria which are subject to point rating.

Point Rated Technical Evaluation Criteria

Instructions to bidder:



1. Evaluation Method

Technical proposals will be evaluated in accordance with the point rated criteria listed below in Section 3 – Criteria. It is suggested that the proposal address these point rated criteria in sufficient depth to allow for a complete and accurate assessment.

Partial points will be awarded for each criterion based on the comparison against an absolute scale rating of 0 to 10 (or multiples of 0 to 10). 10 points will be awarded for a rating of “excellent” and “0” points will be awarded for “non -esponsive”.

NON RESPONSIVE	INADEQUATE	POOR	WEAK	JUST ACCEPTABLE	ACCEPTABLE	GOOD	VERY GOOD	EXCELLENT
0 point	1 point	2 - 3 points	4 points	5 points	6 - 7 points	8 points	9 points	10 points
<ul style="list-style-type: none"> ▪ Did not submit information which could be evaluated 	<ul style="list-style-type: none"> ▪ Absolutely inadequate ▪ Weaknesses can't be corrected ▪ Proponent lacks qualifications and experience ▪ Team proposed is not likely able to meet requirements ▪ Sample projects not related to this project's needs ▪ Extremely poor, insufficient to meet performance requirements 	<ul style="list-style-type: none"> ▪ Slightly or substantially below the desirable minimum ▪ Generally doubtful that weaknesses can be corrected ▪ Proponent generally lacks qualifications and experience ▪ Team is weak - either missing components or overall experience is weak ▪ Sample projects generally not related to this project's needs ▪ Little capability to meet performance requirements 	<ul style="list-style-type: none"> ▪ Just fails to meet the desirable minimum ▪ Weaknesses can be corrected ▪ Proponent just below minimum qualifications and experience ▪ Team not quite capable of fulfilling requirements as presented ▪ Sample projects only marginally related to this project's needs ▪ Just below acceptable capability 	<ul style="list-style-type: none"> ▪ Just meets the desirable minimum ▪ Weaknesses can easily be corrected ▪ Proponent has minimum qualifications and experience ▪ Team capable of just fulfilling requirements ▪ Sample projects somewhat related to this project's needs ▪ Minimum acceptable capability, should meet minimum performance 	<ul style="list-style-type: none"> ▪ Meets the desirable minimum ▪ No significant weaknesses ▪ Proponent is qualified and experienced ▪ Team covers all components and will likely meet requirements ▪ Sample projects generally related to this project's needs ▪ Average capability, should be adequate for effective results 	<ul style="list-style-type: none"> ▪ Slightly exceeds the desirable minimum ▪ No significant weaknesses ▪ Proponent is well qualified and experienced ▪ Team covers all components and more than likely will meet requirements ▪ Sample projects are related to this project's needs ▪ Above average capability 	<ul style="list-style-type: none"> ▪ More than satisfies desirable minimum ▪ No apparent weaknesses ▪ Proponent is highly qualified and experienced ▪ Strong team - some members have previously worked together ▪ Sample projects directly related to this project's needs ▪ Superior capability, should ensure effective results 	<ul style="list-style-type: none"> ▪ Exceptionally strong proposal ▪ No apparent weaknesses ▪ Proponent is exceptionally qualified and experienced ▪ Exceptional team - has worked well together before on comparable work ▪ Took the lead in projects directly related to this project's needs ▪ Exceptional capability, should ensure extremely effective results

2. Scoring

The Bidder’s proposal must obtain the required minimum of 70% of the total points allotted for Section A – Contractor’s Staffing Plan AND the bidder’s proposal must obtain the required minimum of 70% of the total points allotted for Sections A, B, C and D combined.

3. Criteria

A. Contractor's Staffing Plan (Total 100 pts)

i) Proposed staffing structure of station (30 pts)

- Provide a sample shift schedule showing all proposed staff members in a normal shift rotation. (10)
- Show on the schedule or indicate in writing how you would cover station programs for one shift on short notice due to employee illness. (10)
- Show on the schedule or indicate in writing how you would cover station programs for a prolonged period (2 months) due to employee absence. (10)



ii) Staff qualifications (70 pts)

- Qualifications and experience which specifically relate to the work to be performed. (25)
- Proposed Station Manager qualifications including supervisory experience, team leader experience, developing shift schedules, etc. (25)
- Qualifications and experience in weather observing, computer work or other technical or instrumentation work. (10)
- Demonstrated ability to work without supervision. (10)

B. Contractor Experience and Performance (Total 100 pts)

iii) Experience and Performance in weather observing (40 pts)

- The date the firm was founded, number of employees, as well as any pertinent performance rating information such as error rates, awards or other recognition such as letters of reference. (40)

iv) Current contract(s) and/or experience in other technical fields (30 pts)

- The location(s) and dates as well as any pertinent performance rating information.
- Contracts and/or experience such as, but not limited to, scientific research, computer applications and aviation will be considered. (30)

v) Past contract(s) and/or experience in other technical scientific fields (30 pts)

- The location(s) and dates as well as any pertinent performance rating information.
- Contracts and/or experience such as, but not limited to, scientific research, computer applications and aviation will be considered. (30)

C. Contractor's Operational Plan (Total 100 pts)

vi) Budget showing detailed cost factors (50 pts)

- A budget which shows the costing factors considered when developing the proposal.
- Do not include actual dollars amounts but indicate cost factors which you have considered over and above the salary paid to your employees. (50)

vii) Details on how work performance will be ensured (50 pts)

- Detail what specific steps and/or procedures will be taken to ensure the performance of your staff will remain at a high level.
- Do not generalities or motherhood statements. (50)



D. Contractor's Occupational Health and Safety Program (100 pts)

viii) Contractor's OHS Policy (30 pts)

- State in detail your Occupational Health and Safety Policy. (30)

ix) Application of the OHS Policy (30pts)

- Detail how you will apply your Occupational Health and Safety Policy to ensure that OHS objectives will be met. (30)

x) Working alone procedure (40 pts)

- Detail your working alone procedure or similar mechanism showing how you will ensure the health and safety of the observers while they are working alone. (40)



ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

Refer to attachment.