



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p>Procurement and Contracting Division Finance Branch Pacific &amp; Yukon Region Environment Canada #201 – 401 Burrard Street Vancouver, B.C. V6C 3S5</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b></p> <p>Revision of the FORTRAN Codes for Implementing the PMTred Algorithm to Homogenize Buoy and Tide Gauge Data</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b></p> <p>KM040-14-1095</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b></p> <p>2014-12-24</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à 2:00 P.M. on – le 2015-02-02</p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>Pacific Standard</p>
	<p><b>F.O.B – F.A.B</b> Destination</p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Lana Hunt</p>	
	<p><b>Telephone No. – N° de téléphone</b> 604.666.6618</p>	<p><b>Fax No. – N° de Fax</b> 604.713.9867</p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b></p> <p>2016-09-09</p>	
	<p><b>Destination - of Services / Destination des services</b> See herein.</p>	
	<p><b>Security / Sécurité</b> Security clearance certificate (Reliability status) is required with this service requirement.</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	



## TABLE OF CONTENTS

**TITLE:** Revision of the FORTRAN Codes for Implementing the PMTred Algorithm to Homogenize Buoy and Tide Gauge Data

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

1. Introduction
2. Summary
3. Debriefing

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

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

### **PART 6 – SECURITY AND OTHER REQUIREMENTS**

1. Security Requirements
2. Insurance Requirements

### **PART 7 - RESULTING CONTRACT**

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants



7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance

**List of Annexes:**

- |         |                              |
|---------|------------------------------|
| Annex A | Statement of Work            |
| Annex B | Basis of Payment             |
| Annex C | Insurance requirements       |
| Annex D | Non-Disclosure Certification |
| Annex E | Evaluation Criteria          |



**TITLE:** Revision of the FORTRAN Codes for Implementing the PMTred Algorithm to Homogenize Buoy and Tide Gauge Data

**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 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, Insurance Requirements, the Non-Disclosure Certification, and Evaluation Criteria.

**2. Summary**

2.1 During the past decade, Dr. Xiaolan Wang has developed two major algorithms, the PMTred and PMFred algorithms, for climate data homogenization. One is for use in cases where a reference series is available; another is for use in cases where a reference series is not available. She wrote two large sets of FORTRAN codes to implement the algorithms, which work well for annual and monthly data series but its computing speed needs to be improved for homogenization of daily data records – crucial data for studying weather/climate extremes. She has developed the new computing algorithm to improve the computing speed and needs a contractor to incorporate it into the two sets of her FORTRAN codes. Additional details are provided in the Statement of Work, Annex A to the bid solicitation.

The period of the contract is from “Date of Award” to September 9, 2016.

2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.



- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).
- 2.5 There is no security requirement associated with this requirement.

### 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 PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under "Text" at 02:**

**Delete:** "Procurement Business Number"

**Insert:** "Deleted"

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** "Deleted"

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

**Delete:** In its entirety

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

**At Section 06 Late Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

**At Section 07 Delayed Bids:**

**Delete:** "PWGSC"



**Insert:** "Environment Canada"

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** "Deleted"

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

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

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "Deleted"

## **2. Submission of Bids**

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

## **3. Former Public Servant – Competitive Bid**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

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

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



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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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

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

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (6.4.1)** the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

#### **7. Improvement of Requirement During Solicitation Period**

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders is 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 three (3) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **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 (3 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>). 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; and
- (3) print on both sides of the paper.

#### **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid,



Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.”

## **Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

### **1.4 Price Breakdown**

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

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

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

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [http://laws-lois.justice.gc.ca/eng/acts/N-4/;](http://laws-lois.justice.gc.ca/eng/acts/N-4/))
- (ii) travel between the successful bidder’s place of business and the NCR; and
- (iii) the relocation of resources

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

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The



Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.

- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**1.5** Bidders should include the following information in their financial bid:

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

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **Evaluation Procedures**

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

### **1.1 Technical Evaluation**

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



### 1.1. Technical Evaluation

Point rated technical evaluation criteria are included in Annex E.

### 1.2 Financial Evaluation

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

## 2. Basis of Selection

### 2.1 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) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

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



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</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>	$115/135 \times 70 = 59.5$	$89/135 \times 70 = 46.1$	$92/135 \times 70 = 47.6$
<b>Pricing Score</b>	$45/55 \times 30 = 24.5$	$45/50 \times 30 = 27.0$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>	84.0	73.1	77.6
<b>Overall Rating</b>	<b>1st</b>	<b>3<sup>rd</sup></b>	<b>2<sup>nd</sup></b>

## PART 5 - CERTIFICATIONS

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

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

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

### 1. Certifications Required Precedent to Contract Award

#### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003.



The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

**1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

**2. Additional Certifications Required Precedent to Contract Award**

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

**2.1 Status and Availability of Resources**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 2.2 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: \_\_\_\_\_

## 2.3 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: \_\_\_\_\_

## PART 6 – SECURITY AND OTHER REQUIREMENTS

### 1. Security Requirement

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

### 2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid



solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **PART 7 - RESULTING CONTRACT**

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

### **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 PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **2.1 General Conditions**

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **Insert Subsection: "35 Liability"**

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





**A. For professional services requirements where the deliverables are copyrightable works:**

**At Section 19 Copyright**

**Delete:** In its entirety

**Insert:**

1. In this section:  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;  
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

**2.2 Supplemental General Conditions**

The following supplemental general conditions apply to and form part of the Contract:  
4007 (2010-08-16), *Canada to own Intellectual Property Rights in Foreground*

**2.3 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (*insert name(s) of person(s)*).



## 2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## 3. Security Requirement

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

## 4. Term of Contract

4.1 **Period of the Contract** The period of the Contract is from the "Date of Award" to September 9, 2016 inclusive.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lana Hunt  
Materiel Management Officer  
Procurement and Contracting Division  
Finance Branch  
Environment Canada  
#201 - 401 Burrard Street  
Vancouver, B.C. V6C 3S5  
Telephone: 604-666-6618  
Facsimile: 604-713-9867  
E-mail address: [lane.hunt@ec.gc.ca](mailto:lane.hunt@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 Technical Authority

The Technical Authority for the Contract is: (To be determined at contract award)

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



5.3 Contractor's Representative

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

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

Legal Company Name: \_\_\_\_\_

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

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

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

Fascimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are not applicable and Applicable Taxes are extra.

7.2 Limitation of Expenditure

(a) Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and the Applicable Taxes are extra.

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



- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### **7.3 PWGSC SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department.

### **7.4 Milestone Payments**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90% percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 90% percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

## **8. Invoicing Instructions**

### **8.1 Milestone Payment**

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;



- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. a list of all expenses;
  - d. expenditures plus pro-rated profit or fee;
  - e. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

## **9. Certifications**

### **9.1 Compliance**

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

## **10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(To be inserted by Bidder: the name of the province or territory)*

## **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) 4007 Supplemental General Conditions (2010-08-16), Canada to own Intellectual Property Rights in Foreground;
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2014-09-25) as modified;
- (d) Annex A, Statement of Work;



- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, the signed Non-Disclosure Certification;
- (h) the Contractor's bid dated \_\_\_\_\_, (*To be inserted by Bidder*)

## **12. Insurance Requirements – Specific requirement**

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

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

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



## ANNEX A

### STATEMENT OF WORK

#### **1.0 TITLE:**

Revision of the FORTRAN Codes for Implementing the PMTred Algorithm to Homogenize Buoy and Tide Gauge Data

#### **2.0 BACKGROUND:**

Historical time series of climate observations from in-situ observing stations are essential for assessing climate variability and trend. However, changes in instrument, in observing practices/procedures, and in the location and exposure of station, etc. cause discontinuities in the time series of climate data. Such discontinuities must be eliminated to make the time series of climate data suitable for accurate assessment of climate trends and variability.

The effort to detect and eliminate artificial changes from data records is called data homogenization. This is a complex task involving two steps. The first step is to detect changepoint (time of change), which involves the use of station history information (metadata) and/or statistical tests. The second step is to adjust the data to eliminate the detected artificial changes, to produce homogeneous climate data records. This is most commonly attained using statistical methods to estimate the adjustments needed to homogenize the data record; but physically based adjustments can be obtained occasionally.

During the past decade, Dr. Xiaolan Wang has developed two major algorithms, the PMTred and PMFred algorithms, for climate data homogenization. One is for use in cases where a reference series is available; another is for use in cases where a reference series is not available. She wrote two large sets of FORTRAN codes to implement the algorithms, which work well for annual and monthly data series but its computing speed needs to be improved for homogenization of daily data records – crucial data for studying weather/climate extremes. She has developed the new computing algorithm to improve the computing speed and needs a contractor to incorporate it into the two sets of her FORTRAN codes.

#### **3.0 OBJECTIVE:**

The objectives of this contract include incorporation of the new computing algorithm developed by Dr. Xiaolan Wang into the two sets of her FORTRAN codes, and using the resulting improved FORTRAN codes to homogenize sub-daily significant wave height (SWH) data from buoys and sea level data from tide gauges.

Specifically, the work proposed for this contractor is to incorporate Dr. Wang's new computing algorithm into the FORTRAN codes for implementing the PMTred algorithm, namely the FindU.wRef.V3.f, FindUD.wRef.V3.f, and StepSize.wRef.V3.f codes, to produce the FindU.wRef.V4.f, FindUD.wRef.V4.f, and StepSize.wRef.V4.f codes. Then, use these V4 codes, along with the PMFred algorithm (FindU.V4.f, FindUD.V4.f, and StepSize.V4.f codes) to homogenize sub-daily significant wave height (SWH) data from 10 long-term buoys, and sea level data from 10 long-term tide gauge stations. For the latter, the codes for estimating daily quantile matching (QM) adjustments, namely QMadj\_DLY.f and QMadj\_DLY.wRef.f, also need to be modified to deal with sub-daily (e.g. hourly) data time series.

#### **4.0 THE WORK:**

Through this Contract, EC will require the services of 1 full time resource for about 18 months.



Over the duration of this contract, the Consultant resource will work as part of a team that will be responsible for the research, design specifications, content development and implementation of the two sets of FORTRAN codes for climate data homogenization, and for homogenization of long-term wave height and sea level data.

The specific tasks could include the following:

1. Revise the *FindU.wRef.V3.f* to develop *FindU.wRef.V4.f*, including testing the code to ensure that it works correctly.
2. Revise the *FindUD.wRef.V3.f* to develop *FindUD.wRef.V4.f*, including testing the code to ensure that it works correctly.
3. Revise the *StepSize.wRef.V3.f* to develop *StepSize.wRef.V4.f*, including testing the code to ensure that it works correctly.
4. Revise the *QMadj\_DLY.f* and *QMadj\_DLY.wRef.f* to develop *QMadj\_HLY.f* and *QMadj\_HLY.wRef.f*, including testing the codes to ensure that these work correctly.
5. Homogenize sub-daily SWH data for 5 long-term buoys to deliver the homogenized SWH data, along a brief description including the list of change points detected and adjusted, as well as metadata used.
6. Homogenize sub-daily SWH data for another 5 long-term buoys to deliver the homogenized SWH data, along a brief description including the list of change points detected and adjusted, as well as metadata used.
7. Homogenize sub-daily sea level data for 5 long-term tide gauges to deliver the homogenized sea level data, along a brief description including the list of change points detected and adjusted, as well as metadata used.
8. Homogenize sub-daily sea level data for another 5 long-term tide gauges to deliver the homogenized sea level data, along a brief description including the list of change points detected and adjusted, as well as metadata used.

## **5.0 DELIVERABLES:**

Specific deliverables under this contract include the following:

1. The *FindU.wRef.V4.f* that works correctly.
2. The *FindUD.wRef.V4.f* that works correctly.
3. The *StepSize.wRef.V4.f* that works correctly.
4. The *QMadj\_HLY.f* and *QMadj\_HLY.wRef.f* that works correctly.
5. Homogenized sub-daily SWH data for 5 long-term buoys, along a brief description including the list of change points detected and adjusted, as well as metadata used.
6. Homogenized sub-daily SWH data for another 5 long-term buoys, along a brief description including the list of change points detected and adjusted, as well as metadata used.
7. Homogenized sub-daily sea level data for 5 long-term tide gauges, along a brief description including the list of change points detected and adjusted, as well as metadata used.
8. Homogenized sub-daily sea level data for 5 long-term tide gauges, along a brief description including the list of change points detected and adjusted, as well as metadata used.

## **6.0 INTELLECTUAL PROPERTY:**

Crown owns the intellectual property.

The Crown has determined that any new Intellectual Property arising from the performance of the Work under the contract will vest in Canada, on the following grounds:





6.4.1 - Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

### 7.0 ACCEPTANCE CRITERIA:

All deliverables are subject to the approval and acceptance of the Scientific Authority.

### 8.0 SCHEDULE:

A time schedule for the completion of each stage of the work and for the entire work to be completed. NOTE: Sometimes logic suggests that Deliverables and Acceptance Criteria be combined with the Schedule.

#### Methods of payment with specific deliverables and time schedule:

1. **Week 6** of the contract period -  
Upon delivery of the *FindU.wRef.V4.f* code that works correctly.
2. **Week 13** of the contract period -  
Upon delivery of the *FindUD.wRef.V4.f* code that works correctly.
3. **Week 19** of the contract period -  
Upon delivery of the *StepSize.wRef.V4.f* code that works correctly.
4. **Week 24** of the contract period -  
Upon delivery of the *QMadj\_HLY.f* and *QMadj\_HLY.wRef.f* that works correctly.
5. **Week 38** of the contract period –  
Upon delivery of homogenized sub-daily SWH data for 5 long-term buoys, along a brief description including the list of change points detected and adjusted, as well as metadata used.
6. **Week 52** of the contract period -  
Upon delivery of homogenized sub-daily SWH data for another 5 long-term buoys, along a brief description including the list of change points detected and adjusted, as well as metadata used.
7. **Week 65** of the contract period -  
Upon delivery of homogenized sub-daily sea level data for 5 long-term tide gauges, along a brief description including the list of change points detected and adjusted, as well as metadata used. .
8. End of the contract period –  
Upon delivery of homogenized sub-daily sea level data for another 5 long-term tide gauges, along a brief description including the list of change points detected and adjusted, as well as metadata used.

### 9.0 CROWN INPUT:

The buoy and tide gauge data and metadata will be provided by Scientific Authority. The Contractor must work at the Downsview Office during the contract period to have access to our Linux/Unix computer system, as well as discussion with the Scientific Authority if necessary.



**10.0 TRAVEL:**

There will be no anticipated travel by the Contractor.

**11.0 SECURITY:**

Security clearance (Reliability status) certificate is required to work at the Downsview Office.

**12.0 SCIENTIFIC AUTHORITY:**

Dr. Xiaolan Wang  
Climate Research Division, ASTD, STB  
Environment Canada  
4905 Dufferin Street  
Downsview, Ontario M3H 5T4  
Tel: 416.739.4115  
Fax: 416.739.5700  
E-Mail: [xiaolan.wang@ec.gc.ca](mailto:xiaolan.wang@ec.gc.ca)



**ANNEX B**

**BASIS OF PAYMENT**

The prices below are firm, all inclusive prices for the work as described in the Statement of Work at Annex A.

<b>Milestone #</b>	<b>Hourly Rate (\$)</b>	<b>Estimated Level of Effort (hours)</b>	<b>Extended Price</b>
	(a)	(b)	(a x b)
1			
2			
3			
4			
5			
6			
7			
8			
<b>Evaluated Total</b>			

Price Breakdown for Deliverables:

<b>Milestone</b>	<b>Professional Fees</b>	<b>Materials/equipment/supplies</b>	<b>Other</b>	<b>Total</b>
1				
2				
3				
4				
5				
6				
7				
8				

Payment will be made in accordance with the payment terms in section 7.4, when deliverables are received and accepted by Canada.



## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### Commercial General Liability Insurance

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



- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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



**ANNEX D**

**NON-DISCLOSURE CERTIFICATION**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **ANNEX E**

### **EVALUATION CRITERIA**

#### **POINT RATED CRITERIA:**

The Point Rated Criteria contained herein will be used by EC to evaluate Bids. 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 achieving (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:



ENVIRONMENT CANADA				
KM040-14-1095				
TITLE: Revision of the FORTRAN Codes for Implementing the PMTred Algorithm to Homogenize Buoy and Tide Gauge Data				
RATING CRITERIA		MAX. POINTS	RATING	COMMENTS
P1	Contractor must demonstrate good understanding of the goal and objectives of the work, with 1. significant experience in working with the set of FORTRAN codes for implementing the PMFred algorithm. (20) 2. significant experience in writing and using FORTRAN codes in Unix/Linux computer platforms. (5) 3. in-depth understanding of the concept and context of the RHtests software packages for climate data homogenization. (5) .	30		
P2	Methods proposed by contractor are appropriate.	8		
P3	Contractor's estimation of the level of effort required to complete the work is realistic.	8		
<b>WORK EXPERIENCE</b>				
P1	<i>Relevance of similar projects and similar methods:</i>	2		
	Describes up to 3 projects performed in the past that used methods similar to those described/suggested in the Statement of Work (i.e., blended precipitation analyses, skill measures, statistical analyses of time series and spatial data).			
P2	<i>Experience writing scientific &amp;/or technical reports:</i>	2		
	Provides a list of up to 3 scientific papers or technical reports authored or co-authored.			
<b>EDUCATION/TRAINING</b>				
P1	<i>Post-secondary degree in field relevant to the job functions:</i>	2		
	Highest level of education achieved (2 points for Master/PhD degree in Atmospheric science, meteorology, climatology)			
P2	<i>Education &amp; on the job training in anticipated analytical methods.</i>	2		
	Describes formal training and/or on the job training in data homogenization using the RHtests software.			
<b>STRENGTH OF PROPOSAL</b>				
P1	Overall quality and suitability of the proposal	14		





P2	Demonstrates a novel/innovative approach to the homogenization of the data.	8		
P3	Potential for successful completion of the work based on the strategy proposed	8		
P4	Addresses all requirements in the SoW	8		
P5	Knowledge of climate data homogenization methods and software	8		
<b>TOTAL</b>		<b>100</b>		

Maximum score is 100 points. Minimum score requirement is 70 points.