RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment Canada / Réception des soumissions -**Environnement Canada**

Environnement et Changement climatique Canada

> 800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9

> Attention de : Anthony De Flavis

BID SOLICITATION DEMANDE DE SOUMISSIONS

PROPOSAL TO: ENVIRONMENT & **CLIMATE CHANGE CANADA**

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

SOUMISSION A: **ENVIRONNEMENT CANADA**

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

Title - Weather Observation Services, The Pas, Manitoba

EC Bid Solicitation No. /SAP No. - No de la demande de soumissions EC / Nº SAP 5000021522

Date of Bid Solicitation (2017-03-31) - Date de la demande de soumissions (2017-03-31)

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

Time Zone – Fuseau horaire

Eastern Standard Time

at - à 2:00 P.M. on - May 11 2017

F.O.B – F.A.B Destination

Address Enquiries to - Adresser toutes questions à Anthony De Flavis

Telephone No. – Nº de téléphone

Fax No. - No de Fax

514-283-5958

Delivery Required (YEAR-MM-DD) - Livraison exigée (AAAA-MM-JJ)

As discussed in the Statement of Work here within

Destination - of Services / Destination des services **Environment & Climate Change Canada** The Pas. Manitoba

Security / Sécurité

There is a security requirement associated with this requirement

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

Telephone No. – N° de téléphone

Fax No. – N° de Fax

Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) /

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

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Solicitation Number: 5000021522

TITLE: Weather Observation Services – The Pas, MB

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 Bid 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 Financial Bid Evaluation Criteria and Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Insurance Requirements

2. Summary

- 2.1 Environment & Climate Change Canada has a requirement for Weather Observation services at The Pas, MB as detailed in the Statement of Work, Annex 'A' to the bid solicitation. The period of the contract is from date of award for a 1 year period with 1 additional option period of 1 year. The Contractors main responsibilities will be to prepare the instruments, release the balloons twice each day and ensure the prompt transmittal of the data. The work will also involve the management and staffing of the observing program and the scheduling of personnel for conduct the observing, recording, encoding and transmitting Aerological and Surface Weather and Supplementary programs.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html).
- 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 not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP).

The requirement is exempt from North America Free Trade Agreement (NAFTA), Excluded Coverage, Annex 1001.1.b-2 Services, Section B, R102 Weather Reporting/Observation services. The Agreement on Internal Trade (AIT), AIT applies to this procurement.

2.5 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

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 (2016-04-04) 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 & Climate Change 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 & Climate Change Canada"



At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment & Climate Change 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"

At Section 05 Submission of Bids, Section 05 (4)

Delete: sixty (60) days

Insert: one hundreds twenty (120) days

2. Submission of Bids

Bids must be submitted to Environment & Climate Change 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

"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;

entity.

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 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 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 Manitoba.

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

6. 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 (3 hard copies)

Section II: Financial Bid (3 hard copy)

Section III: Certifications (3 hard copies)

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

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 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, including the Mandatory and Point-Rated Criteria, that bidders must consider when preparing their technical bid.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian Funds and in accordance with the "Financial Bid and Evaluation and Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately. All information relating to price must appear only in the financial bid. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.

1.2 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements 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;

or danada da danada

- and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.3** 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.
- (c) For the bid to be responsive, the bidder must obtain at least 65% (193.70/298) in the technical evaluation based on the following grid.

1.1 Technical Evaluation Criteria

For Proposed Resources:

- 1. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- 2. For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

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

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

MANDATORY REQUIREMENTS (CRITERIA)

	MANDATORY CRITERIA	Compliant	Non-compliant
M1	The bidder must demonstrate experience of the proposed resources using the work assignment template (Annex G). This template will be used to evaluate each resource. For each resource, the bidder must provide a work assignment template. The following information must be provided: a. Associated evaluation Criteria b. Name of the organisation the work was performed for c. Title of the Project/work or contract name; d. Description of the scope of the services provided e. Role and responsibilities of the proposed resource f. Education of the proposed resource g. Start date (specify month and year) h. End date (specify month and year) i. Total number of year; including if the work is still in progress; j. Name and contact information (phone number, e-mail) of an		
	Authorized Representative who will confirm the information supplied by the Bidder		
M2	The bidder must propose one (1) project/station manager resource and three (3) support resources (four (4) resources in total).		
МЗ	For each of the proposed resources, including the designated station manager, the Bidder must provide signed letters of agreement confirming their availability to work and to undergo the required training.		
M4	The designated station manager must have a minimum one (1) year prior upper air experience within the last 5/10 years.		

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

1.2 POINT RATED TECHNICAL CRITERIA

For the bid to be valid, the bidder must obtain at least 65% (193.70/298) in the technical evaluation based on the following grid.

Use a text to clearly explain how you are going to meet all the criteria listed below.

	TECHNICAL EVAL	UATION CRITERIA
	Items	Points
	Proposed methodology; Execution of the Observation Program: Bidder to describe the Aerological Observation and Data Collection requirement required to carry out the observation program and must include this plan in the proposal:	50 points
T1	Detailed schedule of the tasks that are included in the program such as Upper Air release times, SPECI observations times and snow surveys	10 points: The bid contains a detailed comprehensive plan to meet the requirements of the contract. A thorough assessment of the areas and challenges of technical problems is realistic. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrate a high probability that the bidder performs the detailed work in the quote successfully. 5 points: The bid proposed is acceptable, with minor weaknesses. Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified and the problems are realistic. There is a reasonable likelihood that the bidder will do the job. 0 points: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding the requirements
	Detailed description of the tasks performed such as a task list, sequence of launch times, requirements for second releases and missed observations and month end requirements	10 points: The bid contains a detailed comprehensive plan to meet the requirements of the contract. A thorough assessment of the areas and challenges of technical problems is realistic. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrate a high probability that the bidder performs the detailed work in the quote successfully. 5 points: The bid proposed is acceptable, with minor weaknesses. Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified

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	and the problems are realistic. There is a reasonable likelihood that the bidder will do the job. 0 points: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding the requirements
Execution of the Maintenance work: Bidder must have a plan to carry out maintenance of the station and must include this plan in the proposal:	10 points: The bid contains a detailed comprehensive plan to meet the requirements of the contract. A thorough assessment of the areas and challenges of technical problems is realistic. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrate a high probability that the bidder performs the detailed work in the quote successfully. 5 points: The bid proposed is acceptable, with minor weaknesses. Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified and the problems are realistic. There is a reasonable likelihood that the bidder will do the job. 0 points: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding the requirements
Detailed schedule of maintenance tasks included such as housekeeping, clearing entrance of snow, checking fuel levels, met supply inventory check, monthly checks	10 points: The bid contains a detailed comprehensive plan to meet the requirements of the contract. A thorough assessment of the areas and challenges of technical problems is realistic. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrate a high probability that the bidder performs the detailed work in the quote successfully. 5 points: The bid proposed is acceptable, with minor weaknesses. Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified and the problems are realistic. There is a reasonable likelihood that the bidder will do

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	Bidder must provide a Quality control plan and demonstrate: how it will monitor observations and quality control, how will performance of contract resources remain at a high level, how he will avoid monthly errors, poor performance submission of anomaly reports, etc. The list of resources assigned to monitor observations must be the same people assigned to the observations program.	the job. O points: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding the requirements 10 points: The bid contains a detailed comprehensive quality control program. There is commitment to the quality control program identified. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrate a high probability that the bidder performs the detailed work in the quote successfully. 5 points: The bid proposed is acceptable, with minor weaknesses. Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified and the problems are realistic. There is a reasonable likelihood that the bidder will do the job. O points: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding the
	Administration (Total): Proposed Resourcing structure of station	requirements 10 points
T2	Provide a rotation schedule for 60 days, which demonstrates the distribution of tasks when resource is absent for extended period of time, also show coverage of holidays, travel.	10 points: The bid contains a detailed comprehensive plan to meet the requirements of the contract. A thorough assessment of the areas and challenges of technical problems is realistic. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrate a high probability that the bidder performs the detailed work in the quote successfully. 5 points: The bid proposed is acceptable, with minor weaknesses. Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified and the problems are realistic. There is a reasonable likelihood that the bidder will do

		the job. 0 points: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding the requirements
	Occupational Health and Safety The Bidder must provide a detailed Occupational Health and Safety (OHS) Plan to include:	48 points
	- Emergency contact information for each proposed resources.	Two (2) points for each contact provided to a maximum 8 points
Т3	 Details on how the bidder will ensure the OHS Plan is followed. 	Three (3) points for each description to a maximum fifteen (15) points
	 Details on how unacceptable adherence to this plan will be handled. 	Two (2) points for each detail provided to a maximum ten (10) points
	- Details on how the bidder will ensure the safety and health of the proposed resources while they are working alone on station □	Three (3) points for each description to a maximum fifteen (15) points
	Bidders Corporate Experience	190 points
	Demonstrate the Bidder's experience in administering similar contracts (aerology, meteorology or aviation).	Five (5) points for each similar project, up to a max of 25 points. Projects with a duration of less than one (1) year will not be accepted
	- Demonstrate the Bidder's experience in coordinating and managing a similar mandate and ability to meet deadlines and set conditions. The experience should be demonstrated by providing at least one (1) project similar to Annex A.	Five (5) points for each similar project, up to a max of 15 points. Projects with duration of less than 1 year will not be accepted.
T4	Demonstrate that the Bidder has experience working with the public sector.	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
		Projects with a duration of less than one (1) year will not be accepted
	Contract Resources (Delegated Station Manager) provide a description of experience in the following:	
	- Experience supervising a team	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
		Experience of less than one (1) year will not be accepted

- Work experience in remote areas	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be accepted
 Experience in the coordination/management of similar contracts as identified in Annex A 	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be accepted
 Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A 	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be accepted
 Holds a certification as an operator in aerology or meteorology 	5 points: Current Certification; 2points Expired Certification; 0points No Certification
 Holds a Secondary school Diploma 	5 points or 0 points
 Contract Resources (Employee experience) Resource #1 	
- Work experience in remote areas	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be considered
 Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A 	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
III / UIIIOA / \	Experience of less than one (1) year will not be considered
 Holds a certification as an operator in aerology or meteorology 	5 points: Current Certification; 2points Expired Certification; 0points No Certification
- Holds a Secondary school Diploma	5 points or 0 points
Contract Resources (Employee	
experience) Resource #2	
Work experience in remote areas	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be considered

Relevant experience in the performance of related contracts of aerology and meteorology as identified in Annex A Certification of the company (compliant certificate as an operator in aerology or meteorology)	One (1) point for each year of substantial experience up to a maximum of ten (10) points. Experience of less than one (1) year will not be considered 5 points: Current Certification; 2points Expired Certification; 0points No Certification
Holds a Secondary school Diploma or GED Contract Resources (Employee	5 points or 0 points
work experience in remote areas	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be considered
Relevant experience in the performance of related contracts of aerology and meteorology as identified in Annex A	One (1) point for each year of substantial experience up to a maximum of ten (10) points.
	Experience of less than one (1) year will not be considered
Certification of the company (compliant certificate as an operator in aerology or meteorology)	5 points: Current Certification; 2points Expired Certification; 0points No Certification
Holds a Secondary school Diploma	5 points or 0 points
Total Score	298

1.3 FINANCIAL EVALUATION (35 points of the total evaluation)

The financial bid represents 35 percent of the total in the overall bid evaluation. Bidders must provide their financial bid in accordance with Annex B.

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

To be considered responsive, a bid must

- (a) meet all the requirements of the bid solicitation;
- (b) satisfy all the mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 193.70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 298 points.

2.1 Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-

responsive.

2.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 65% for the technical merit and 35% for the price.

- 2.3 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 65%
- 2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%
- 2.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.6 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 65/35 ratio of technical merit and price, respectively. The total available point's equal 140 and the lowest evaluated price is \$8,500.

SAMPLE CALCULATION used to evaluate bids

	Bid 1	Bid 2	Bid 3
Technical evaluation	90%	80%	76%
Technical weighting	65 points	57.7 points (80/90X65)	54.8 points (76/90X65)
Price	\$10,000	\$8,500	\$9,800
Price weighting	29.75 points (8,500/10,000X35)	35 points	30.35 points (8,500/9,800X35)
Final score	94.75 points	92.7 points	85.15 points

Contractor 1 would be awarded the contract.

Environment Canada reserves the right not to award the contract should no acceptable bid be received.

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.



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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 - 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) 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.

2.2 Education and Experience

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

PART 6 – SECURITY AND INSURANCE 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;
- 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

2035 (2016-04-04) Higher Complexity Services, as modified below, apply to and form part of the Contract.

General conditions 2035 is modified as follows:

At Section 14 Transportation Costs (2010-01-11)

Delete: In its entirety **Insert:** "Deleted"

At Section 15 Transportation Carriers (2010-01-11) Liability

Delete: In its entirety. **Insert:** "Deleted"

At Section 22, Confidentiality (2008-05-12):

Delete: In its entirety **Insert:** "Deleted"

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 <u>Copyright Act</u>, 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.

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the

3. Security Requirement

Contract:

The security requirement (SRCL identified in Annex 'C') and related clauses below, applies and form part of the Contract.

- 3.1 Before forwarding any protected or classified information/assets to an organization, government officials shall first ensure through the Canadian industrial security directorate that the intended supplier and selected site holds the appropriate level of document safeguarding capabilities.
- 3.2 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.3 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 CISD/PWGSC.
- 3.4 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.
- 3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.6 The Contractor/Offeror must comply with the provisions of the:
- a. Security Requirements Check List and security guide (if applicable), attached at Annex F
- b. Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from June 1, 2017 to May 31, 2018 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 (1) one additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of three (3) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anthony De Flavis
Agent d'approvisionnement
Environnement et Changement climatique Canada
Direction générale des biens, approvisionnements
et gestion environnementale
Centre des services et approvisionnements
105 McGill, 5e étage, Montréal QC H2Y 2E7
anthony.deflavis@canada.ca
Téléphone 514-283-5958
Télécopieur 514-496-6247

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:

Will be identified 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.

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



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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 \$_____. Customs duties are included and applicable taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. 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

7.5 Time Verification

C0711C (2008-05-12)Time

- 8. Invoicing Instructions
- 8.1 H1008C (2008-05-12) Monthly Payment
- 8.2 Invoicing Instructions
 - 8.2.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
 - 8.2.2 Canada will pay the contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada;
- (d) accompanied by a copy of the month end documents as specified in Annex 'A', Statement of Work.

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.

9.2 Federal Contractors Program for Employment Equity - Failure of the Contractor

Where an Employment Equity Implementation Agreement has been entered into with Employment and Social Development Canada (DCS) - Work, the Contractor acknowledges and agrees that this Agreement will remain in effect for the duration of the contract. If the Employment Equity Implementation Agreement becomes invalid, the name of the Contractor will be added to the list of "Limited Eligible Bidders" of the FCP. The imposition of such sanction by DCAT will cause the Contractor to be considered non-compliant with the terms of the Contract.

10. Applicable Laws

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

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) 2035 General Conditions Higher Complexity Services (2016-04-04) as modified
- (c) Annex 'A', Statement of Work
- (d) Annex 'B', Financial Bid Evaluation and Basis of Payment
- (e) Annex 'C', Security Requirements Check List
- (f) Annex 'D', Federal Contractors Program for Employment Equity Certification
- (g) Annex 'E', Insurance Requirements
- (h) Annex 'F', Supplier list of names
- (i) Annex 'G' Work Assignment Table
- (j) the Contractor's bid dated _____, as clarified on _____ or as amended on _____

12. Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex 'E'. 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 AEROLOGICAL, SURFACE WEATHER AND SUPPLEMENTARY OBSERVATIONS

BACKGROUND

The Meteorological Service of Canada (MSC) operates the upper air, meteorological, climate and hydrological networks of Canada, among others. One of the important components of its mandate is the acquisition of data from its networks. Data is collected and processed automatically by sounding equipment which is attached to gas-filled balloon that is released into the atmosphere called Aerological Observations. The attached instrument transmits meteorological data related to temperature, humidity, wind and height of standard atmospheric pressure levels. The upper air and surface weather data collected are used to reinitialize digital models for producing weather forecasts as well as for use in private and commercial aviation industries.

APPLICABLE DOCUMENTS

MANOBS: http://www.ec.gc.ca/manobs/

Manual of Upper Air Observations (MANUPP):

http://web.unbc.ca/~murphyb/zxs/doc/manuals/MANUPP 3rd edition e.pdf

Navaid Operations Manual: https://www.navcanada.ca/EN/media/Publications/NOTAM-Manual-Next-Issue-EN.pdf

ECCC Manual of Ice Reporting (MANICE):

http://ec.gc.ca/glaces-ice/default.asp?lang=En&n=2CE448E2-1

CONTRACT OBJECTIVE

The Contractor will conduct the observing, recording, encoding and transmitting Aerological and Surface Weather and Supplementary programs at the times specified below as required to comply with the instructions contained in the "MANUAL of UPPER AIR OBSERVATIONS" (MANUPP), the Navaid Operators Manual, the Environment & Climate Change Canada – Meteorological Services of Canada HOGEN Manual, various manuals required for Supplementary Programs and the Safety and Health for Meteorological Services of Canada Operations. These observations will include Aerological Observations as well as METAR/ SYNO/SPECI Observations which are aviation weather reports issued to describe the meteorological elements observed at an airport at a specific time

- <u>AEROLOGICAL OBSERVATIONS</u>: The Contractor will observe record, encode and transmit aerological observations, at the times specified below, as required to fulfill international commitments and comply with the directives contained in the "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP), the Navaid Operators Manual.
- i. The Contractor will conduct the Aerological observing program by performing two Aerological observations per day, one in the morning and one in the evening, seven days a week, 365/6 days a year, including holidays.
- ii. The morning period is approximately 04:30 07:30 Central Standard Time (CST) (10:30 13:30 UTC) and the evening period is approximately 16:30 -19:30 Central Standard Time (CST) (22:30 01:30 UTC), for every day of the contract. A normal Aerological observation can be completed as detailed below in three (3) hours.

iii. Approximate structure for Aerological observation:

Government

Of Canada

Morning				
Central Standard Time (CST) 04:30	Begin instrument /balloon preparation	Universal Coordinated Time (UTC) 10:30		
05:15	Aerological release	11:15		
07:15	Completion of flight	13:15		
07:30	Finish post flight work	13:30		
Evening				
16:30	Begin instrument /balloon preparation	22:30		
17:15	Aerological release	23:15		
19:15	Completion of flight	01:15		
19:30	Finish post flight work	01:30		

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

A second release may be required due to equipment malfunction or early balloon burst should the balloon not reach 400 hPa (approximately 8,000 meters or 25 minutes after release) or as prescribed by Environment & Climate Change Canada. A second release can be made up to and including 07:45 CST and/or 19:45 CST. There is neither additional time nor additional monies paid by Environment & Climate Change Canada for these subsequent releases. A second release may be expected approximately five (5) percent of the time.

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. If a release is made prior to these specified times liquidated damages may apply. See Appendix 3 Annex A.

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. This will allow sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, liquidated damages may apply. See Appendix 3 Annex A.

1.1 Details of Data Collection

a) **Balloon Filling:** Balloon filling requires the careful laying out of the aerological balloon on an inflation table and inspecting it for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is attached to the helium inflation equipment and slowly and carefully filled. The balloon must also be inspected for leaks or flaws during and after inflation. When the balloon is filled

with sufficient gas to lift an attached weight, the neck is securely tied so as to ensure no gas leakage. Immediately prior to release the balloon is again checked for leaks and tested to ensure that it has maintained the required amount of lift.

- b) **Ground Equipment:** Ground monitoring, receiving, and processing equipment must be operated in accordance with the user manuals or written instructions provided by the ECCC Project Authority. These instructions are subject to change at the discretion of ECCC. The equipment is automated to the extent that only minimal user interaction is necessary.
- c) <u>Instrument Preparation:</u> The radiosonde instrument must be unpacked and inspected for damage or other deficiencies or problems. The individual sensors must be positioned and hooked up to the ground check station. The pressure calibration tape is matched to the instrument to be released and will be passed through the ground equipment paper tape reader or manually entered by the contract resource. Once activated, the radiosonde instrument is placed outdoors in order to acclimatize to current weather conditions.
- d) Release: The Standard Hours for aerological observations are considered to be 06:15 EST and 18:15 EST. Prior to the scheduled time of release, the instrument must be attached to the balloon and the balloon and instrument released. Every effort MUST be made to release the instrument package at the standard hour of observation minus forty-five (45) minutes. For morning flights this must be at 6:15 EST; and for afternoon flights, release must be at 18:15 EST. Once released, the observer must return indoors and monitor the ascent data. The surface pressure, temperature, humidity and release times are confirmed, and any necessary adjustments are made via the monitoring equipment and computer. The Contract resource must contact the appropriate Flight Service Station, currently Thunder Bay FSS, to ensure there is no aircraft in the vicinity as a balloon release is imminent.
- e) <u>Delayed release</u>: 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. This will allow sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, liquidated damages may apply. See Appendix 3 to Annex A.
- f) <u>During the Ascent</u>: During the ascent, the contract resource must monitor the system for instrument malfunctions or for an early balloon burst. This requires periodic monitoring of the various outputs from the ground equipment including the incoming data. The ground equipment prepares and transmits messages containing data from the balloon ascent. The observer must ensure that successful transmission of these messages occurs at the appropriate times.
- g) Post- Flight: Following the termination of the ascent, the observer must ensure that all data is processed and that the transmission of all data is complete. Archive data must be forwarded to Headquarters as instructed by the designated Project Authority. The data must also be backed up on the station. Information such as radiosonde serial number, height achieved, temperature and wind speed must be entered on a spreadsheet to aid in the preparation of month end summaries and reports. Upon completion of these tasks, all ground equipment must be shut down.
- h) <u>Second or Additional Releases</u>: A second release may be required due to equipment malfunction or early balloon burst should the balloon not reach an acceptable height is of 8,000 meters (400hPa or 25minutes after release) or as prescribed by ECCC. A second release can be made up to and including 06:45 EST and/or 18:45 EST. There is neither additional time nor additional monies paid by ECCC for these subsequent releases. All expendable components (radiosondes, balloons, and gas) must be the responsibility of ECCC. A second release is normally required only 1 or 2 times per month.

Aerological Message Transmission: If the aerological messages are transmitted late, the aerological sounding will be considered "DELAYED". If the messages are not transmitted within one (1) hour of the required transmission times, the sounding will be considered "MISSING". Liquidated damages will not apply in the event that DELAYED or MISSING aerological messages are caused by equipment malfunction, weather conditions, early balloon burst, second releases, and/or a communication system failure. Factors contributing to DELAYED or MISSING observations must be clearly detailed and submitted to the Project Authority by email within 30 minutes of the occurrence.

- j) Payment reductions for non-performance apply for delayed or missing observations resulting from the contract resources failing to attend the work site for any reason other than the occurrence of specific conditions. Please refer to Appendix 3 to Annex A for the list of conditions.
- k) The supervision and administration required to operate the program will require additional hours each week which are not part of this contract but are estimated to be a maximum of two hours per week.
- 2. <u>SURFACE WEATHER</u>: In addition to the hours required for aerology work, during the hours, 00:00 UTC to 23:59 UTC, the Contractor must provide a continuous weather watch which must include the observing, recording, encoding and transmitting of Metar, Speci and Synoptic observations as required to comply with the instructions in the Manual Of Surface Weather Observations (MANOBS)s). All such weather observations must be taken accurately and promptly and recorded and transmitted immediately by current Environment & Climate Change Canada certified weather observers.

This schedule must be followed 365 days of the year (366days each Leap Year)

Daily observations will be taken using the following table:

Central	Type of	Equivalent Co-ordinated
Standard Time	Report	Universal Time (UTC)
	Report	Oniversal Time (OTC)
(CST)		
0000	Hourly Weather Observation (METAR)	0600Z
0100	Hourly Weather Observation	0700Z
0200	Hourly Weather Observation	0800Z
0300	Hourly Weather Observation	0900Z
0400	Hourly Weather Observation	1000Z
0500	Hourly Weather Observation	1100Z
0600	Hourly Weather Observation	1200Z
0700	Hourly Weather Observation	1300Z
0800	Hourly Weather Observation	1400Z
0900	Hourly Weather Observation	1500Z
1000	Hourly Weather Observation	1600Z
1100	Hourly Weather Observation	1700Z
1200	Hourly Weather Observation	1800Z
1300	Hourly Weather Observation	1900Z
1400	Hourly Weather Observation	2000Z
1500	Hourly Weather Observation	2100Z
1600	Hourly Weather Observation	2200Z
1700	Hourly Weather Observation	2300Z
1800	Hourly Weather Observation	0000Z
1900	Hourly Weather Observation	0100Z
2000	Hourly Weather Observation	0200Z
2100	Hourly Weather Observation	0300Z

2200	Hourly Weather Observation	0400Z
2300	Hourly Weather Observation	0500Z
0100	Synoptic Weather Report (SYNO)	0700Z
0700	Synoptic Weather Report	1300Z
1300	Synoptic Weather Report	1900Z
1900	Synoptic Weather Report	0100Z

- 2.1 The Contractor must transmit scheduled observations by seven (7) minutes after the scheduled hour of observation.
- **2.2** All such weather observations must be taken accurately and promptly and recorded and transmitted immediately by current ECCC certified weather observers.
- 2.3 The Contractor will take, record and transmit, special aviation weather observations (SPECI) during the hours of operation as per instructions provided in MANOBS.
- 2.4 The Contractor, will take, record, and transmit, Synoptic Weather Observations (SYNO) at the specified hours and in accordance with the procedures and standards given in MANOBS. The Contractor must transmit scheduled Synoptic (SYNO) observations by ten (10) minutes after the Synoptic hour of observation thereby attempting to ensure that the observation is filed through the gateway by thirty (30) minutes after the hour.
- 2.5 The Contractor will conduct on-site quality assurance checks of all meteorological data observed, recorded and transmitted at the observing station. The quality assurance will include, but not be limited to, a detailed check of all observations for the accuracy of computations, and the correct procedure for reporting and recording of all aspects of the station meteorological program. The data quality assurance and verification will include the signature of the Contractor or agent thereof in the appropriate place on the surface weather records.
- 2.6 During normal hours of operation, should temporary communications outage occur at other stations, the Contractor or contract resources may be required to transmit METAR weather report, SPECI report and Synoptic weather observations from other observing stations due to communication outages.
- 2.7 The Contractor will ensure that the original and copies of all surface weather forms are forwarded according to MANOBS and/or regional instruction and procedures using provided envelops and prepaid self-addressed labels. Other month end forms are forwarded electronically to the technical authority. ECCC is moving towards paperless recording of surface weather records therefore the technical authority will advise how to submit the records upon award of the contract.
- **3.** <u>SUPPLEMENTARY SCIENTIFIC PROGRAM TASKS</u>: to perform checks and maintenance on Helium and or HOGEN balloon inflation systems, archiving FSS notification, routine equipment maintenance and monthly reports, conduct Snow Surveys etc.

The contractor will be responsible for the following supplementary programs. These observations are to be performed in accordance with ECCC standards manuals. (Manuals will be provided after contract award.) Unless otherwise noted, these programs can be completed during the Aerological ascent and will not cause the contractor to incur additional hours.

- Solar Radiation: During each morning Aerological observation and prior to 0600 CST (1200 UTC), the Contractor must perform the daily maintenance of the Radiation Field. This will require the cleaning and checking the level of the sensor (RF1).
- ii. **Tipping Bucket Rain Gauge:** During the summer season (approx. May to September), during each 0600 Synoptic Observation at 0000 CST (1200 UTC), the Contractor must be responsible for the changing and annotation of the Tipping Bucket Rain Gauge (TBRG) chart. The annotation is to be performed in accordance with the Manual of Surface Weather Observations.

iii. **Freeze Up/Break Up:** Annual reports of the freeze up/break up process on the Clearwater Lake and Saskatchewan River are required.

- iv. **Snow Survey**: During the winter season (approx. October to March), the Contractor must perform a bi-weekly 10 point snow survey. The observations are to be performed in accordance with the Manual of Snow Surveying (provided after contract award.) As a snow survey cannot be performed during the Aerological ascent, *two hours additional compensation* will be given for each snow survey performed. It is anticipated that there will be 14snow surveys each winter season.
- v. **Others:** Other supplementary programs may be added to the Statement of Work at no additional cost to the Crown as long as an increase in work hours or staffing is not incurred by the Contractor (examples are NRCan GPS monitoring daily maintenance, Health Canada Air Monitoring, etc.)
- 3. <u>OTHER RELATED DUTIES</u>: duties associated with the operation of the weather station facility include, but are not limited to; janitorial such as cleaning washrooms, emptying waste receptacles, cleaning floors and snow removal at entrances/exits, shipping and receiving and unpacking various items such as compressed gas helium cylinders, electronic equipment and parts. The helium gas cylinders are provided by ECCC. Environment Canada is also responsible for any related shipping charges incurred for helium.

FSS Notification: The contractor must be responsible to telephone a NavCanada Flight Service Station or appropriate designated office to advise of the radiosonde balloon release and follow any instruction (i.e. delay release due to inbound aircraft). Failure to make these calls can result in the Contract being terminated for cause.

- i. **Archiving:** The contractor must be responsible for archiving the Navaid data.
- ii. **Reports:** Each month within 5days of the end of the month the Contractor must submit a monthly Aerological Station Record that includes the following information:
 - a . <u>Monthly Station Record</u> to include observer performance summary, radiosonde rejection information, ground equipment summary, and a narrative describing the overall functioning of the station for the past month
 - b <u>Station Equipment Checklist</u> to include fire extinguisher checks, emergency light checks, eye wash station checks, etc
 - Stock report accurate inventory or meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items)
 - d Occupational Health and Safety checklist: ensure the Health and Safety checklist is completed and current
- iii. **Repairs:** Repairs may be required on the HOGEN equipment or facilities. When problems are noted during normal use/or testing, the problem will be reported to the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939 or, in their absence, to a representative identified by Environment & Climate Change Canada immediately. The Contractor may be required to assist in the repairs to the HOGEN. Work performed outside regular hours of work must be paid at the hourly rate submitted in the Basis of Payment.
- iv. **Supplies:** The contractor will be required to accept and properly store the instruments and supplies (including picking up the mail and forwarding as required) including the supply of helium cylinders which are used a backup lifting gas to the HOGEN. The contractor will be required to pack and offer for shipment items such as meteorological records, computer components and empty helium cylinders. This must be done during the hours of work and not incur any additional charges to ECCC. Shipping charges will be incurred by ECCC.

v. **Routine Equipment Maintenance:** The Contractor must be responsible, while completing its duties, for all the routine maintenance of all meteorological equipment supplied to the station including the HOGEN. This will include, but is not limited to, verifying the accurate operation of the equipment and notifying the appropriate the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939f repair or replacement of the equipment is required, the changing and notation of charts where required, inking or replacement of recorder pens, the winding and setting of clocks, the removal of snow from instruments in the meteorological compound and other routine maintenance.

vi. Additional On-request Work Requirements: From time to time, the Contractor may be required to perform other duties. These duties may or may not be meteorologically related. The Contractor will only complete these duties on the instruction of the Project Authority or a Technical Services Officer. The Contractor must complete these duties in a timely fashion. These duties may include such things as minor facility maintenance or equipment repair not identified elsewhere in the contract. If such work is required and can be completed during the regular Aerological observation then additional compensation will not be paid. If the work cannot be accomplished during the regular Aerological observation and requires the Contractor to return to the site, then the actual time worked will be reimbursed.

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

LOCATION OF THE WORK The Pas, MB



The Upper Air Weather Station – Operations Building (blue) and the Hydrogen shed (silver) where the balloon releases occur as well as the fenced instrument compound.

The Pas Upper Air Weather station is located at The Pas Airport with is 31.5km from the town of The Pas via MB-10 N and MB-287 E.

LANGUAGE OF THE WORK

The language of the work must be done and provided in Canadas official language; English

TRAVEL

Contractor is responsible for travel to and from the weather station. ECCC does not supply fleet vehicles. Transportation should be included in the contractors price.

APPENDIX 1 to ANNEX A

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The following is a breakdown of tasks divided into 4 sections (Operations, Rules of Conduct, Health and Safety, WHMIS AND TRANSPORTATION OF DANGEROUS GOODS (TDG), and Contractor Personnel Requirements.

OPERATIONS

Contractor Responsibilities

- 1. The Contractor must provide a telephone number, fax number and an e-mail address that will be operational for the duration of the contract and which will be monitored during the times when the station is not attended.
- 2. The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with Hydrogen gas according to the established safe work practices and procedures. Helium gas may be used as a backup inflation gas to hydrogen.
- 3. 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.
- 4. 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.

The Contractor must provide a continuous weather watch that includes the observing, recording, encoding and transmitting of Metar, Speci and Synoptic observations according to the schedule below as required to comply with the instructions in the Manual of Surface Weather Observations (MANOBS).

- 5. The Contractor must ensure that all equipment is used and maintained according to instructions and not be subject to neglect or abuse by the Contractor or contract resources.
- 6. The Contractor will not be responsible for the loss of or damage to the equipment supplied by Environment & Climate Change Canada unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract resources. The Contractor or resources will immediately report any defects or damage to the supplied equipment to the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939.
- 7. The Contractor will ensure that the location, siting, and/or changes of all supplied meteorological equipment, sensors and instruments is not to be undertaken without prior approval of the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939. The Contractor and contract resources must strictly follow the proper communications protocol as provided by Environment & Climate Change Canada. The communications equipment must be used for authorized Environment & Climate Change Canada purposes only. In the event of communications equipment failure the Contractor must use an approved alternate method of data transmittal. The Contractor must report any malfunction of the communications equipment immediately to the Project Authority or designated representative.
- 9. The Contractor must provide the services of a local Internet service provider for administrative email purposes at the weather station. An estimate of two (2) hours per month for Internet service is assumed appropriate to meet the requirements of an Aerological observation program. All relevant cost should be included in the bidders price.

10. The Contractor must properly store instruments and supplies. The contractor will be required to pack for shipment items such as helium cylinders and computer components, as and when required. Storage space is provided by ECCC.

- 11. The Contractor must requisition, annually, all meteorological supplies, forms, charts and other items from the ECCC technical authority. Environment & Climate Change Canada is responsible for the cost of the meteorological supplies.
- 12. The Contractor must report to the ECCC technical authority via telephone or email whenever a shipment of supplies has been received on site or when a shortage of supplies is foreseen.
- 13. The Contractor must report any issues regarding the operation of the equipment or facilities to the ECCC technical authority as soon as they are noted.
- 14. The Contractor must consult with the ECCC technical authority prior to attempting unscheduled maintenance or repairs on meteorological sensors or other station equipment.
- 15. The Contractor must return to Environment & Climate Change Canada, upon termination of the contract, all equipment and unused meteorological equipment and supplies made available to the Contractor for the performance of the contracted services.
- 16. The Contractor (assisted by an Environment & Climate Change Canada representative) must participate in an inventory check of all equipment, instruments, and supplies at both the commencement and closure of the contract.
- 17. The Contractor agrees that all information gathered, materials collected, and reports produced, must be the sole property of the Canada. The Contractor will not publish or in any way use the said information or data, material or reports, without the express and prior written approval of the Project Authority.
- 18. 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 Project Authority. All postage will be paid by Canada. Approved electronic forms may be used in place of paper forms.
- 19. The Contractor must, no later than 5 days of the end of every month, submit a monthly Aerological Station Record that includes the following information:
 - Quality Control Report to include observer performance summary, radiosonde rejection information, ground equipment summary, and a narrative describing the overall functioning of the station for the past month.
 - <u>Station Equipment Checklist to include fire extinguisher checks, emergency light checks, eye</u> wash station checks, etc.
 - Occupational Health and Safety Report Appendix 1 to Annex A ensure the Health and Safety checklist is completed and current.
 - Stock Report: report accurate inventory of meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items).
 - The monthly Aerological Station Record is a condition precedent to the right of the Contractor to receive payment. An approved electronic form must be utilized and emailed to a designated Email address.

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20. Temporary or permanent living accommodations for the Contractor and contract resources are the responsibility of the Contractor. The weather station facilities must not be used for living or sleeping quarters except in case of an extreme weather emergency.

- 21. The weather station facilities and compound must not be used for temporary or permanent storage of personal property.
- 22. It is the responsibility of the Contractor to arrange for or provide general housekeeping services. Services include but are not 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.
- 23. The Contractor is responsible for the logistics of getting contract resources to and from the weather observing station and all associated costs are the sole responsibility of the Contractor and/or Contract resources..
- 24. The Contractor must to ensure that any privately owned motor vehicles, ATV's and snow machines operated in the vicinity of the weather station must fully comply with Provincial, Territorial, Regional and Hamlet/Town regulations and must be properly licensed and insured.
- 25. The Contractor must maintain 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. Legible copies of all designated records and/or abstracts must be retained on station for a period designated by the Project Authority. The administration and documentation associated with the Aerological observation program and the supplementary scientific programs can be completed during the Aerological balloon observation time and will not cause the Contractor to invoice for additional work.

The Contractor and all contract resources must, prior to commencing duties, obtain security clearance from the appropriate Transport Canada and/or local Airport Authority official in order to work in the secured area of the airport. The costs for obtaining security clearances is the responsibility of the Contractor. When requested, the Contractor or his designated Station Manger must meet with an ECCC representative on site.

The Contractor's must purchase and provide the materials required to perform routine housekeeping duties on site. These supplies include but are not limited to: garbage bags, toilet tissue, Kleenex, paper towels, cleaning supplies, etc. The cost for these materials is to be included in the firm, all-inclusive rates provided in the Basis of Payment.

The Contractor must purchase and provide all routine stationery and other office supplies such as, but not limited to, paper, pens, pencils, tape, paper clips, stapler, etc. The cost for these supplies is to be included in the firm, all-inclusive rates provided in the Basis of Payment.

Environment & Climate Change Canada Responsibilities

1. ECCC will make available to the Contractor, without charge, all facilities, meteorological equipment and meteorological supplies (excluding transportation equipment and yard maintenance equipment) required at the station for the completion by the Contractor of the aerological observing duties and supplementary tasks.



2. ECCC is responsible for the provision and payment of a standard telephone service to the weather station. Long distance charges incurred for the transmission of weather information, reporting instrument defects or failures, or for matters relating to the ongoing operations of the weather observing contract will be paid for by ECCC. All unauthorized telephone charges will be at the expense of the contractor.

- 3. ECCC will supply the necessary Meteorological communication equipment which includes station computers complete with modems and software. Where required, spare equipment will be supplied. The Contractor must use this equipment solely for the purpose of collecting, transmitting or archiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
- 4. ECCC will ensure all necessary equipment and meteorological instruments needed for the operation of the surface observing program is available to the Contractor at no cost. The Contractor will ensure all equipment is kept clean and operational as well as maintain the equipment according to the applicable instrument manual and/or instructions received from the Project Authority. A complete detailed listing of specific station equipment and instruments will be made available from the Project authority upon commencement of the term of the Contract. Listing of the meteorological equipment specific to the station:

Barometer: A digital station barometer for use in determining atmospheric pressure. Environment & Climate Change Canada will install equipment inside the office facility. The Contractor will ensure all equipment is kept clean and free of dust.

Precipitation Measuring Gauges – used for measuring amounts of liquid, precipitation or water content of snow. The receiving instruments are located outdoors in the meteorological instrument area. These include a Type B Rain Gauge, a Nipher Snow Gauge and snow rulers.

Recording Rain Gauge – used for measuring rainfall intensity. The receiving instrument is located outdoors in the meteorological instrument area. Data are gathered by the receiving instrument and is transmitted via cable to a data logger.

Stevenson Screen – housing temperature and temperature extreme measuring equipment (mercury and alcohol filled thermometers). Stand is mounted outdoors in meteorological instrument area.

Wind Speed Direction & Detection – Detecting instruments are mast-mounted outdoors and information gathered by these is transmitted via cable to indoor mounted indicating instruments.

Instrument Cabinets – used to house indicating and recording equipment. The cabinet is located indoors.

Communication Equipment – PC driven WinIDE system and backup.

Navaid Aerological Observing System – used for the acquiring and processing of upper air data using a Loran C or a GPS satellite positioning system and balloon-carried radiosonde instrument.

- i. **Aerological Balloon Inflation Facilities** used to inflate balloons with hydrogen for upper air soundings. The actual helium storage equipment makes up part of this and is in the form of individual gas cylinders stored within the inflation room.
- ii. **Helium** to be used as a back-up lifting gas, provided in the form of cylinders which are shipped at no cost to the Contractor.



reporting accuracy of data and adherence to procedures and standards are being met.

Environment & Climate Change Canada is responsible for the inspection and acceptance of all aspects of the weather observing program and operations. ECCC is also responsible for ensuring the timeliness of

Environment and Climate Change Canada has the authority to recommend and implement changes to the upper air program and to order the de-certification of any employee found to be lacking in the ability, or demonstrating negligence or unreliability, in completing the duties of a contract weather observer.

RULES OF CONDUCT

- 1. The Contractor and contract resources must follow the proper communications protocol as defined by Environment & Climate Change Canada's Policy on the Use of Electronic Networks (to be provided at contract award). The weather station communications services must only be used for the transmission of weather information, reporting of instruments defects or failures or for matters relating to the ongoing operations of the weather station. To fulfil international commitments and comply with the directives of the World Meteorological Organization all contract resources will be provided with a Government of Canada network email account used to transmit the Upper Air data. All contract resources will be provided with Environment & Climate Change Canada's Policy on the Use of Electronic Networks. Contract resources must abide by this Network Policy.
- 2. Misuse of Environment & Climate Change Canada computing and communications equipment, including downloading of files from media such as the Internet (unless specifically related to the observing program), installing additional software (games, videos, etc.) is strictly prohibited. All costs associated to any misuse will be the Contractor's responsibility. Failure to comply with Environment & Climate Change Canada policy on IT Security will result in termination of the contract.
- 3. The Contractor agrees that all information gathered, materials collected and reports produced will be the sole property of Canada. The Contractor will 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, nor shall they represent Canada to other parties. 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 in any way alter or amend an Aerological observation nor provide interpretations of Aerological data or weather products.
- 6. The Contractor will ensure that while on duty, the performance of observational duties and supplementary tasks is the first priority of the contract observers.
- 7. The Contractor will ensure that no other commercial business, other than that of Canada or that approved by the Project Authority, is undertaken by contract resources while on the provided premises.
- 8. The Contractor will ensure that no alcoholic beverages or illegal drugs are brought onto the station property.
- 9. The Contractor will ensure that no resources under the influence of alcohol, illegal drugs or impeded by prescription drugs performs the duties of an observer.
- 10. The Contractor, or contract resources, must not in any way alter or amend an Aerological observation nor provide their own interpretations of Aerological/weather forecast products.



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

- 12. 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 or recreation is carried out on the premises by the Contractor unless approved by the Project Authority.
- 13. The Contractor must not use the weather station facilities for temporary or permanent living or sleeping quarters nor temporary or permanent storage or personal property.
- 14. The Upper Air station is a Federal Workplace therefore smoking is not permitted inside the buildings.
- 15. The Contractor and contract resources must maintain a professional, courteous and civil manner along 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 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. Failure to abide by these rules of conduct may result in the loss of qualification of any contract observer and/or the termination of the contract.

HEALTH AND SAFETY

Contractor Responsibilities

- **1.** The Contractor will adhere to all applicable regulations provided in Federal, Provincial/Territorial Codes. Where a difference between the Codes exists, the more stringent shall apply.
- 2. The Contractor or contract resources on shift must contact the Stony Plain Service Desk at 1 877-292-0939 to report if contract resources cannot make it to the weather station due to inclement weather, vehicle or building malfunction or any other reason not specified here.
- 3. The Contractor will post in a location accessible to all resources, Part II of the Canada Labour Code and the name and telephone number of the designated safety representative. All other printed or safety material or information as directed by the Project Authority must be similarly posted.
- **4.** The Contractor and all contract resources must strictly adhere to all fire and general safety regulations issued by the Provincial/Territorial Government, Regional District, Health Canada or the Government of Canada.
- 5. Any matters affecting the health and safety of weather observing resources or other individuals working in or around the weather observing station must be brought immediately to the attention of the local official and the Project Authority.
- **6.** The Contractor or designate station manager will complete the monthly station Occupational Safety and Health (OSH) check list and forward to the Project Authority.

- 7. The Contractor will ensure that all on-site resources are aware of known and foreseeable safety or health hazards in the workplace. These must include but are not limited to hazards associated with balloon filling, the use of compressed gas and health and safety hazards associated with mercury.
- **8.** A mercury spill clean-up kit will be provided by Environment & Climate Change Canada (if required). The Contractor will report a spill and attempt a cleanup of any mercury spills as soon as possible. A mercury spill will be considered a hazardous occurrence.
- **9.** The Contractor must ensure that all hazardous material and substances are identified and labeled correctly and stored and handled safely.
- 10. Environment & Climate Change Canada will provide hearing and eye protection and rubber gloves. The Contractor must provide any other protective equipment required for the safety of resources ensuring it is available and in good repair and that all resources are aware of the correct use of all protective equipment.
- 11. The Contractor must investigate and record all known accidents or other hazardous occurrences in the workplace. The Contractor must prepare and complete a Hazardous Occurrence Investigation Report, (Labour Canada form 369) and forward copies to the Project Authority. Other copies must be filed with the local Airport Authority or Regional District as required.
- 12. The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This must include but not be limited to: ensuring that all contract resources are WHMIS trained and maintain their WHMIS certification as necessary to comply with the legislation, ensuring al 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. Proof of certification is required by the Program Manager at contract award and/or when staff changes.
- 13. The Contractor must ensure that MSDS's (Material Safety Data Sheets) for all WHMIS controlled products on site are current. All MSDS can be obtained from https://www.msdsonline.com/msds-search. All relevant MSDS should be printed and placed in a binder that is easily accessible to all staff. Should the contract resource not locate the MSDS it can be requested from the Project Authority as and when required in order to ensure that all MSDS's are made available by the Contractor on site are.
- 14. 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 resources who will be accessing the weather station.
- 15. The Contractor must comply with TDG (Transportation of Dangerous Goods) legislation. This includes but is not limited to; ensuring that contract resources 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.
- **16.** The Contractor must supply to the Crown, within thirty (30) days of the commencement of the contract, written proof of TDG training and certification for all contract resources who will offer for shipment and or receive dangerous goods.
- 17. The Contractor will 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 from must be provided to the Project Authority as soon as possible.

18. 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

- **19.** The Contractor must ensure that all compressed gas cylinders are properly stored, handled, labeled, and have the required documentation before shipping.
- **20.** The Contractor must supply proof of valid Workers' Compensation coverage for all employees in the Province/Territory in which the work is performed.

Environment & Climate Change Canada Responsibilities

loss or damage from any and all causes.

- 1. Under the Provisions of Part II of the Canada Labour Code (CLC), Canada, Environment & Climate Change 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. Canada will also ensure that ventilation, lighting, and noise levels comply with CLC regulations.
- 2. Canada will ensure that electrical distribution systems, generators and instrument installations meet the Canada Labour Code Regulations and/or Territorial Electrical Code Standards.
- 3. Canada will provide, where necessary, potable drinking water as well as sanitary and personal facilities.
- 4. Canada will provide fire extinguishers, first aid kits, and mercury spill cleanup kits.
- 5. Canada will provide information on current MSDS (Material Safety Data Sheets) for all known WHMIS controlled products on site prior to the commencement of the contract.
- 6. Canada will provide THA's (Task Hazard Analyses) regarding known or foreseeable workplace hazards on site prior to the commencement of the contract.
- 7. Canada will monitor the Contractor's compliance with Health and Safety procedures and regulations through facility inspections and observing program audits.

WHMIS AND TRANSPORTATION OF DANGEROUS GOODS (TDG)

- 1. It is the Contractor's responsibility to comply with the Workplace Hazardous Material Information System (WHMIS), the Transportation of Dangerous Goods Act Land (TDG) and all applicable Occupation Safety and Health (OSH) regulations.
- 2. The Contractor agrees to provide, within thirty (30) days of the start of the contract, proof of:
 - Certification of all staff in Workplace Hazardous Material Information Systems (WHMIS);
 - Certification of at least one (1) staff member in Transportation of Dangerous Goods Land (TDG);
- 3. Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.
- 4. There will be a 10% per month holdback of the monthly amount payable, for each month of the contract, starting at contract award, in which the required documentation for WHMIS, TDG, and emergency action

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

- 5. MSDS sheets for all known Environment & Climate Change Canada provided hazardous chemicals onsite will be made available to the Contractor prior to contract start up. The Contractor must ensure that the station MSDS sheets are kept current and that new MSDS sheets are ordered from the Project Authority as and when required.
- 6. If the Contractor brings hazardous chemicals to the station, it will be the Contractor's responsibility to provide up to date MSDS sheets for each hazardous chemical.

CONTRACT PERSONNEL REQUIREMENTS

- 1. The Contractor must be responsible for the provision 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 will allow for operations to continue 365 days a year.
- 2. The contractor must ensure that all work aerological and surface observations) are performed by observers trained and qualified by Environment & Climate Change Canada. An observer's qualification will lapse as per the Aerological Qualification Policy if the observer does not complete one Aerological observations in a sixty (60) consecutive day period; The Contractor must designate one (1) of the three (3) or more observers listed above as the Station Manager. The designated station manager must have a minimum one (1) year prior upper air experience.
- 3. The Contractor must notify the Project Authority of any proposed contract personnel changes a minimum 60 calendar days in advance of the proposed personnel change. The proposed change is subject to approval by the Project Authority.
- 4. The Contractor must provide letters signed by the candidate(s) indicating his or her willingness to work for the Contractor and undergo the necessary training.
- 5. Environment & Climate Change Canada may refuse any proposed resource that the Authority deems not to have acceptable qualifications to perform the work required. This will include any individual deemed unreliable or negligent in the duties and responsibilities of a weather observer.
- 6. The Contractor must take all necessary action to ensure that the requirements outlined in Provincial, Territorial, and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy, and harassment-free working environment. Failure to comply with Labour Codes may result in the termination of the contract.
 - 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 this process may take up to 180 days.
- 7. The Contractor must ensure that all observers and designated station manager perform a minimum 1 complete Aerological observation a minimum of once every 60 consecutive calendar days.

8. At the discretion of the EC Project Authority and Technical Authority, the site authorization of an observer may be revoked if the observer does not perform one complete Aerological observation a minimum of

OBSERVER TRAINING - AEROLOGY

once every 60 consecutive calendar days.

1. If the contract resources have not been previously trained and site authorized by a representative of Environment & Climate Change Canada, the Contractor is responsible for making any and all arrangements for these resources to proceed to Stony Plain, Alberta to successfully complete the Aerological Observers course prior to reporting to the weather station.

- 2. The Contractor is responsible for all costs in getting contract resources identified in the proposal to proceed to Stony Plain, Alberta for aerological observing training prior to their assignment to the weather observing duties. The Contractor is responsible for all costs including but not limited to; contract resource salary, travel, meals, accommodations and transportation to/from the training facility.
- 3. If, in the estimation of the Project Authority, the training may best be provided at the station, the Aerological instructor will provide the training at the station. Training will be limited to five (5) persons including the Contractor (if applicable).

The minimum training period for new weather observers with no previous training or experience must be: 10 working days for the Aerological (Upper Air) program (not including weekend or holidays). All costs associated with the contractor or contractor's employees attending training sessions (including transportation, meals, accommodation and salaries for trainees) must be the responsibility of the Contractor.

3.2.7 For planning purposes, tuition costs for training courses after the initial first year of the contract may be charged, when applicable, to the Contractor at the following rate:

Aerological Observing - \$3000.00 per student

- 4. Contract resources that do not successfully complete the Aerological Observers course in Stony Plain will not be permitted to perform Aerological observations nor be granted a Site Authorization to do so.
- Canada will provide the services of a qualified Aerological instructor to present the Aerological observing course. For the purposes of new contracts, Canada will assume the costs of providing the instructor during the initial first year of the contract.
- 6. Trainees must complete WHMIS and TDG certification training. Failure to successfully complete the WHMIS and TDG certification training will result in termination of training for that particular resource. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.
- 7. While on course, all trainees are expected to behave in a professional manner. 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. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.
- 8. Subsequent to Environment & Climate Change Canada training provided at the onset of this contract and not including the first year, the Contractor will be allowed one training seat per contract year on a regularly scheduled Contract Aerological Weather Observing Course. Costs for the tuition will be borne

by Environment & Climate Change Canada. The Contractor must be responsible for all other training costs, including but not limited to, transportation, accommodation, living allowance, and wages for the resource(s) of the Contractor.

- 9. Any additional training outside of that detailed above will be charged to the Contractor at the following rates: \$2000.00 for helium training course and \$3000.00 for Hydrogen training course. All travel and accommodation costs for contract trainees in such cases will be the responsibility of the Contractor.
- 10. Requests for training must be submitted to Environment & Climate Change Canada in writing. The written request must be received by the Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority.
- 11. Canada is committed to increased employment opportunities for Native Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ these people in their programs. To assist Contractors in this regard, the cost of one tuition per year for one (1) Indigenous person per year, during the life of this Contract, will be waived. The Contractor will still be responsible for all other costs including, but not limited to, transportation, accommodation, living allowance and wages for the resource(s) of the Contractor.

Observer Training – Surface Weather (Aviation)

- 1. The training for the Aviation Surface Observation Program is conducted at the NavCanada Training Institute in Cornwall, ON
- 2. The minimum training for new weather observers with no previous training or experience shall be: 30 instructional days for METARS plus Synoptics.
- 3. For planning purposes the tuition cost of the training course for the duration of the contract may be changed when applicable.
- 4. All costs associated with the contract resources attending training sessions including transportation, accomodations, living allowances and salary for the resources are the responsibility of the Contractor. Resources who do not successfully complete the training must be replaced at the Contractors expense
- 5. All trainees are expected to behave in a professional manner while on course. Clothing must be clean and presentable. Tardiness and disruptive behavior will not be tolerated. Arriving at the Training Institute in an intoxicated or impaired condition will result in immediate removal from th course. All costs arising from this removal including replacement of the unsuccessful trainee by another trainee whall be the sole responsibility of the Contractor.
- 6. Surface Weather Training following the first year of the contract, the Contractor will be granted one training seat per contract year on a regularly scheduled surface weather observing course. The tuition cost will be borne by ECCC. The Contractor will be responsible for all other training costs including but not limited to transportation, accommodations, living allowances and wages for the contract resource.
- 7. Any additional training outside of the detailed above will be charged to the Contractor at the rate identified by the NavCanada Training Institute.
- 8. Requests for training must be submitted to the Project Authority in writing. The written request must be received by ECCC at least six (6) weeks or thirty (30) working days prior to the commencement of training.

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SITE AUTHORIZATION OF OBSERVERS

1. The site authorization/qualification will consist of an initial audit of the observer's practical performance.

- 2. The initial site certification of weather observers must be undertaken at a mutually agreeable time. All observers involved in the contract observation program must be certified at the specific site at which the aerological and surface observations are taken.
- 3. Certification is not transferable between stations.
- 4. ECCC will conduct annual site certification for all aerological and surface contract resources. .
- 5. The Contractor must provide a minimum of six weeks' notice to the Project Authority for site certification required that is not directly following the Upper Air training course.
- 46. The contract resource's site authorization/certification will "lapse" and be subsequently revoked if an observer does not perform a complete Aerological observations a minimum of once every 60 consecutive days.
- 7. The contract resource;s site authorization/certification will "lapse" when the contract resource does not complete at least 1 eight hiur surface weather shift in any 60 continuous calendar days.
- 8. The observer's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.
- 9. Environment & Climate Change Canada may revoke any observer's qualification whenever there is cause to believe the observer's performance fails to meet observing standards with as prescribed in MANUPP and MANOBS with respect to accuracy and timeliness.
- 10. Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the observer.
- 11. Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
- 12. While an observer's qualification is suspended or revoked, that observer is not permitted to perform Aerological observations nor take or transmit surface weather observations.
- 13. When the Contractor requests qualification of an observer not directly following the awarding of a contract, the Contractor may be responsible for the cost of the qualification. Costs include the necessary transportation, accommodation, living costs and the costs of the Environment & Climate Change Canada employee's time involved to perform the qualification.
- 14. The Contract holder must provide a shift schedule to the Project Authority outlining the shift schedule during the period of the Site Authorization process. The shift schedule must be received by EC at least two weeks prior to the commencement of the Site Authorization process. The shift schedule must meet Environment & Climate Change Canada's requirements and receive Environment & Climate Change Canada's approval. The intent is to ensure that the Site Authorization process is completed in an efficient and practical manner.
- 15. The Project Authority or Environment & Climate Change Canada technical services officer has the authority to recommend and implement changes to the observing program, and to order the dequalification of any observer found to be lacking in ability, or demonstrating either negligence or

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unreliability in completing the duties of a contract weather observer. Details can be found in the Environment & Climate Change Canada, Prairie and Northern Region Observer Qualification Policy (to be provided at contract award).

FACILITIES

- Environment & Climate Change Canada will provide the necessary facilities and meteorological compound for the operation of the Aerological observation program. The indoor facilities will include a washroom, potable water and all utilities necessary to operate the station, including heat, water, lighting and power at no cost 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. It will be the Contractors 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 towels and cleaning materials etc.
- 4. The Contractor will be responsible for the maintenance of the meteorological compound by ensuring all sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter. All doorways immediately around the hydrogen inflation and the Aerological Operations building will be kept clear of snow. All equipment required to maintain the compound and walkways is the sole responsibility of the Contractor.
- 5. The Contractor will notify the Project Authority or a specified agency when snow clearing of the station road way or yard area is required, or garbage removal is required. Environment & Climate Change Canada will be responsible for the cost of snow removal for the roadway and or yard and for garbage removal.
- 6. The Contractor is responsible for all costs associated with injury or accident arising out of the Contractor's negligence (e.g. appropriate warning signs were not correctly posted or improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).
- 7. The Contractor or contract resources will 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. The Contractor must report any defect in the facilities, property or equipment to the Project Authority.
- 8. The Contractor will ensure that the facilities provided are operated and maintained in an environmentally responsible manner.
- 9. The Contractor will ensure that the facilities provided are to be used for the sole purpose of the Aerological weather observation program. Any storage of items not owned and supplied by Canada must not be allowed on the premises unless used in the performance of this Contract.
- 10. The Contractor must ensure that only individuals involved in the taking of Aerological observations as part of the contract or otherwise involved in the cleaning and/or maintenance of the facilities will use the supplied facilities. The Contractor must not allow on the premises any person not certified to work on the site or otherwise authorized by the Project Authority.
- 11. The Contractor must ensure that the provided facilities are secured and locked and windows closed

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when not in use.

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 resources in cases where extraordinary events, such as power failures, severe weather or natural disasters, or other events beyond the control of the Contractor, or his staff, may interfere with or prevent the contract weather observation duties.
- 2. The Emergency Action Plan must address alternate methods of transmitting Aerological observations in the event of normal Environment & Climate Change Canada communications failure, and a resource callin procedure to maintain the program. The plan must also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.
- 3. The Contractor must ensure that all contract resources are aware of this plan and the procedures to be followed in such instances. This plan must be available on site for all contract resources to use as reference if required.
- 4. The Contractor must complete the Emergency Action Plan within thirty (30) days of the commencement of the contract. This action plan must be forwarded to the Project Authority within this time frame.

<u>OTHER</u>

- 1. Canada will provide the services of a qualified officer of Environment & Climate Change Canada to inspect the station and records from time to time, in order to assist the Contractor in achieving and maintaining acceptable standards of operation, all to the satisfaction of the Project Authority.
- 2. Due to issues such as human resources and automation etc. ECCC retains the option to terminate the contract without penalty upon sixty (60) days written notice; or, in part (de-scoping) upon sixty (60) days written notice by Canada.
- 3. Access to any facilities and equipment necessary in the performance of the work will be provided through arrangements to be made by the Project Authority. There will be, however, no day to day supervision of your activities or control of hours of work by the Project Authority.



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APPENDIX 2 to ANNEX A HAZARDS

There are a number of hazards that an observer may face as part of their regular day to day duties. These hazards may be physical or chemical or both in nature.

Physical Hazards

Possible physical hazards on-site are:

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

Chemical Hazards

Possible chemical hazards on-site are:

- mercury
- lithium chloride
- Fyrite Fluid (hydrochloric acid)
- · mercury clean-up kits
- methyl or isopropyl alcohol
- ozone
- potassium hydroxide (caustic potash)
- lubricating oil
- sulfamic acid
- battery acid
- fire extinguishers
- Hydrogen gas
- · Helium gas

The Contractor must ensure staff have been made aware of all known hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted physical or chemical hazards must be brought to the attention of the Project Authority immediately in writing.



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The Contractor must ensure that all staff are equipped with and use as directed on applicable MSDS sheets, personal protective equipment (PPE) (such as face masks, chemical resistant gloves, safety boots, etc.) in the completion of their duties.

The Contractor must perform an inventory of all Personal Protective Equipment that staff are equipped with and forward listing to the Project Authority to ensure compliance. This inventory must occur within 2 weeks of contract award and then on the contract anniversary dates thereafter.

The Project Authority will annually review the inventory and the contractor's training plan. The contractor must remedy any noted deficiencies to the satisfaction of the Project Authority. Failure to do so will be considered Cause for Termination of the contract.

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Appendix 3 – Annex A Liquidated Damages/Performance Penalties – Upper Air

Reductions in scheduled payments 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 reduction reflects the amount that Environment Canada is entitled to recover in the event of a breach of terms and condition of the contract without the requirement to prove actual damages.

For the purpose of non-performance penalties the Aerological Observation will be considered to be 3hours in length.

- Normal Releases Every effort shall be made to perform the aerological release at precisely 05:15 CST / 11:15 UTC (morning) and/or 17:15 CST / 23:15 UTC (evening). Because conditions beyond the control of the observer may cause short delays in performing the release, Actual release times between 05:15 CST / 11:15 UTC and 05:29 CST / 11:29 UTC (morning) and/or 17:15 CST / 23:15 UTC and 17:29 CST / 23:29 UTC (evening) shall be considered "normal".
- 2. **Early Releases** Releases shall not be attempted in advance of 05:15 CST / 11:15 UTC (morning) and/or 17:15 CST / 23:15 UTC (evening). If this occurs, there shall be a reduction in the payment to the contractor of one half (0.5) times the Aerological Observation rate.
- 3. Delayed Release If the first aerological release attempt is performed after 05:29 CST / 11:29 UTC (morning) and/or 17:29 CST / 23:29 UTC (evening) the release shall be deemed Delayed. If the delay was caused by conditions beyond the control of the Contractor (i.e. equipment malfunction or severe weather), there shall be no reduction in the payment to made to the Contractor. If the delay was caused by events other than equipment malfunction or weather (as determined by the Project Authority), there shall be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate for each occurrence. A delayed release due to routine radiosonde or balloon rejections during preparation is not acceptable.
- 4. Releases shall not be attempted after 7:45 CST / 13:45 UTC (morning) and/or 19:45 CST / 01:45 UTC (evening).
- 5. Delayed/Missing Bulletins If any one of the US, US, UG, UE, UL, UQ bulletins is not received by the Meteorological Service of Canada telecommunications network before 07:20 CST / 13:20 UTC (morning) and/or 19:20 CST / 01:20 UTC (evening), the bulletin or bulletins shall be deemed delayed or missing. If the delay was caused by conditions beyond the control of the Contractor (i.e. equipment malfunction or communication outage), there shall be no reduction in the payment to be made to the Contractor. If the delay was caused by events other than equipment malfunction or communications outage (as determined by the Project Authority), there shall be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate for each occurrence.
- 6. **Missed Aerological Observations** If an aerological release is not attempted before 07:45 CST / 13:45 UTC (morning) and/or 19:45 CST / 01:45 UTC (evening), the observation shall be deemed missing. If a release was attempted but due to conditions beyond the control of the Contractor (i.e. equipment malfunction or severe weather), it was not successful, there shall be no reduction to the payment made to the Contractor. If a release was not attempted for reasons other than equipment



malfunction or weather (as determined by the Project Authority), there shall be a reduction in the payment to the Contractor of two (2.0) times the Aerological Observation rate for each occurrence.

7. Inclement Weather/Road Conditions

If the weather or road conditions are such that the Contractor could not 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 observation; however, the Project Authority must still be notified. If the following criteria are met, payment will not be made for the ascent but Liquidated Damages will not apply:

16.1 Widespread visibilities ≤ ¼ **SM** (400 meters) in blowing snow or blowing snow in combination with falling snow <u>and either:</u>

a) Sustained wind speeds ≥ 60km/h

OR

b) wind-chill more than twenty-three hundred (2300) watts/square meter (approximately -50 degrees)

To avoid non-performance penalties, if an observation will not be made due to Inclement Weather/Road Conditions the Stony Plain Service Desk <u>MUST</u> be called via their toll free number 1-877-292-0939. If the call is not made, the flight will be considered to be missed and Liquidated Damages will be applied.

If the weather conditions in in the above paragraph 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 Stony Plain Service Desk MUST still be notified.

If the contract resource cannot make it to the Upper Air Station for reasons other than inclement weather, such as building maintenance issues, vehicle issues or for any other reason the Stony Plain Service Desk **MUST** be notified via their toll free number 1 877 292-0939.

- 8. **Observation Quality** If the Contractor's staff should make an error in the pre-flight setup of the aerological instrument which caused the flight data to become invalid (release temperature, pressure, etc are incorrect) then there shall be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate for each occurrence.
- 9. A sustained number of delayed/missing release attempts or bulletins, or inaccurate ascents can result in termination of the Contract for cause.
- 10. A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer can result in revocation of the observers qualifications to perform Aerological Observations.
- 11. It should be noted that the penalties for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.

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Liquidated Damages/Performance Penalties - Surface Weather

- 1. For observations normally taken on the hour and herein referred to as "Metars" any Metar not filed through the Environment & Climate Change Canada telecommunications gateway within seven (7) minutes following the hour of observations will be considered as "Late"
- 2. Special weather observations, "SPECI" completed outside of the Metar time frame will be considered as "Late" if the SPECI is not filed through the Environment & Climate Change Canada telecommunications gateway within three (3) minutes of the time the special observation is required.
- 3. Both METARs and SPECIs will be considered as "MISSED" if either are not filed through the Environment & Climate Change Canada telecommunications gateway within thirty (30) minutes of the scheduled or required time. Penalties for non-performance will be based upon the "hourly rate" for observations as given in the Basis of Payment.
- 4. For observations normally taken every six hours and herein referred to as "Synos" any Synos not filed through the Environment & Climate Change Canada telecommunications gateway within ten (10) minutes following the hour of observation will be considered "Late".
- 5. For observations normally taken every six hours and herein referred to as "Synos" any Syno not filed through the Environment & Climate Change Canada telecommunications gateway within thirty (30) minutes following the hour of observations will be considered as "Missing".
- 6. Penalties for non-performance will not be applied when the observation is either late or missing due to performance failures or malfunctions of the Meteorological Communications System. Such instances must be documented and submitted by the Contractor to the Project Authority for verification.
- 7. For each observation deemed "Missed" the Contractor must accept a reduction in the monthly payment to the Contractor of one and one-half (1.5) times the hourly rate for observations services.
- 8. For each observations deemed "Late" the Contractor must accept a reduction in the monthly payment to the Contractor of one-half (0.5) times the hourly rate for observations services.
- 9. Data will be subject to quality control procedures and checks by Environment & Climate Change Canada processes. The Contractor must accept a reduction in monthly payment in the amount of one-half (0.5) times the hourly rate for each observation containing one or more errors in excess of the acceptable limits for satisfactory performance given below
- 10. The acceptable limit for errors in hourly observations recorded on form 2322 is two percent (2%) of the total number of hourly observations (Metar plus Speci) taken in a single month.



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ANNEX 'B' Financial Bid Evaluation and Basis of Payment

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

CONTRACT YEAR 1 - Estimated June 1, 2017 to May 31, 2018

Line	Description	Firm Unit Price	Total Estimated Cost						
	Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm rates for work performed in accordance with the Statement of Work at Annex A.								
1.	Regular hourly rate (24hour station)	8760 hrs per year	EA	\$	\$				
2.	Snow Survey Measurements	14	EA	\$	\$				
3.	Month end Report	12	EA	\$	\$				
Pricing Schedule 2 - Additional "As and When Requested" work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.									
4.	Hourly Labour Rate	\$							
Total 1	(Sum of lines 1, 2, 3, 4)				\$				

OPTION YEAR 1- Estimated June 1, 2018 - 31 May 2019

Line	Description	Unit of Issue	Firm Unit Price	Total Estimated Cost			
Pricing rates for		firm all-inclusive					
1.	Regular hourly rate (24hour station station)	8760 hrs per year	EA	\$	\$		
2.	Snow Survey Measurements	14	EA	\$	\$		
3 .	Month end Report	12	EA	\$	\$		
Pricing Schedule 2 - Additional "As and When Requested" work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.							
4.	Hourly Labour Rate	40	HR	\$	\$		
Total 2 (Sum of lines 1, 2, 3, 4) \$							

GRAND TOTAL (Total 1 + Total 2)	
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ANNEX 'C' **SECURITY REQUIREMENTS CHECK LIST**

Sent 23 Jeb14

		Contract Number / Numero du co	ntrat
Government Gouvernern du Canada		Security Classification / Classification d	le securité
ART A - CONTRACT INFORMATION / PART Originating Government Department or Organ	nization /	TIVES À LA SÉCURITÉ (LVERS) 2. Branch or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'or a) Subcontract Number / Numéro du contrat e	de sous traitance 3. b) Name and Ad	Atmospheric Monitoring dress of Subcontractor / Nom et adresse du s	ous-traitant
Brief Description of Work / Breve description Aerological, Surface Weather and S	du travail upplementary Observations at The	Pas, Manitoba.	
Will the supplier require access to Controll Le fournisseur aura-t-il acces à des march	ed Goods? andises contrólées?		Non O
b) Will the supplier require access to unclass Regulations? Le fournisseur aura-t-il acces à des donné	ified military technical data subject to the pro- es techniques militaires non classifiées qui		No Ye
Reglement sur le contrôle des données ter Indicate the type of access required / Indique a) Will the supplier and its employees require	er le type d'accès requis	O information or assets?	No TY
Le fournisseur ainsi que les employés auro (Specify the level of access using the char (Préciser le niveau d'acces en utilisant le t b) Will the supplier and its employées (e.g. cl	ont-ils accès à des renseignements ou a des t in Question 7, c)	S DIENS PROTEGES EVOLICIASSIFIES!	Non LIO
- DOCTECTED and or CLASSIEIED infor	carreis, manifestic persisted		I Non Co
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	ées)	Title - Titre		Signature	
helley Rouire		Superviso	or, Contract Programs	EVa.	we
elephone no Nº de téléphone	Facsimile - Téléco	pieur	E-mail address - Adresse of	courriel	Date
(204) 983-4934	(204) 98	4-2072	shelley.rouire@canad	la.ca	2015-11-18
. Organization Security Authority /	Responsable de la sé	curité de l'orga	nisme		
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LORI NELSON		REG	SECURITY	Ja 1	-lsa-
elephone no Nº de téléphone	Facsimile - Télécop	pieur	E-mail address - Adresse of	ourriel	Date
180-951-8895			lori nelsone	da = 1	22-136.2
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ANNEX 'D'
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.
For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.
Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
() A1. The Bidder certifies having no work force in Canada.
() A2. The Bidder certifies being a public sector employer.
() A3. The Bidder certifies being a federally regulated employer being subject to the <i>Employment Equity</i> Act.
A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. OR
() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check only one of the following:
() B1. The Bidder is not a Joint Venture.
OR
() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity -

Certification. (Refer to the Joint Venture sECtion of the Standard Instructions)

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ANNEX 'E' INSURANCE REQUIREMENTS

- 12.1 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.
- 12.1.1 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 endeavor 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.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



n. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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.

- The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. The Government's Property must be insured on a replacement cost (new) basis.
- 12.2.1 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 12.2.2 The All Risks Property insurance policy must include the following:
- 1. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
- b. Loss Payee: Canada as its interest may appear or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment and Climate Change Canada (ECCC) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



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ANNEX 'F' Supplier list of names

Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and *Ineligibility and Suspension Policy* as well as the *Code of Conduct for Procurement*. / Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la *Politique d'inadmissibilité et de suspension* ainsi que le *Code de conduite pour l'approvisionnement*.

In accordance with the PWGSC (now PSPC) <u>Ineligibility and Suspension Policy</u>, the following information is to be provided when bidding or contracting. 1 / Selon la <u>Politique d'inadmissibilité et de suspension</u> de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.

* Mandatory Information /Informations obligatoires

* Complete Legal Name of Company /Dénomination complète de l'entreprise		
* Operating Name /Nom commercial		
* Company's address / Adresse de l'entreprise	* Type of Ownership / Type d'entreprise	
	☐ Individual / Individuel	
	Corporation / Corporation	
	☐ Joint-Venture / Coentreprise /	

1List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

2Board of Governors /Conseil des gouverneurs; Board of Managers /Conseil de direction; Board of Regents /Conseil de régents; Board of Trustees / Conseil de fiducie; Board of Visitors /Comité de réception

- **1 Liste des noms :** Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:
- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

* Board of Directors/ Membres du conseil d'administration2
(Or provide the list as an attachement / Ou mettre la liste en pièce-jointe)

First name / Last Name / Position (if applicable)/ Position (si applicable)

Position (if applicable)/ Position (si applicable)

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Of Canada	du Canada	

ANNEX G WORK ASSIGNMENT TEMPLATE

Bidder's must complete and provide the WORK ASSIGNMENT template for each proposed resource in their bids.

	MANDATORY CRITERIA
Name of the organisation the work was performed for	
Title of the Project/work or contract name;	
Description of the scope of the services provided	
Role and responsibilities of the proposed resource	
Education of the proposed resource	
Start date (specify month and year)	
End date (specify month and year)	
Total number of year; including if the work is still in progress;	
Name and contact information (phone number, e-mail) of an Authorized	
Representative who will confirm the information supplied by the Bidder	

^{*}Customer Reference Contact Information: The Bidder must provide customer references who must each confirm, if requested by Canada the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable if required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer