

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

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

BID SOLICITATION DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT **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 À: **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 - Titre Weather Observation Services at La Grande IV Quebec

EC Bid Solicitation No. /SAP No. - No de la demande de soumissions EC / N° SAP 5000033196

Date of Bid solicitation (YYYY-MM-DD) - Date de la demande de soumissions (AAAA-MM-JJ)

2017-11-10

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

at - à 2:00 P.M.

on - le January 4th 2018

Time Zone - Fuseau horaire

Eastern Standard Time

F.O.B - F.A.B

Address Enquiries to - Adresser toutes questions à Anthony De Flavis

Telephone No. – Nº de téléphone 514-283-5958

Fax No. - No de Fax

Delivery Required (YEAR-MM-DD) - Livraison exigée (AAAA-MM-JJ) 2018-02-01

Destination - of Services / Destination des services at La Grande IV. Quebec

Security / Sécurité Security requirement is required

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



TABLE OF CONTENTS

Weather Observation Services at La Grande IV Quebec

PART 1 - GENERAL INFORMATION

- 1. Introduction
- 2. Summary
- 3. Debriefing

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 1. Evaluation Procedures
- 2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - SECURITY FINANCIAL BID AND OTHER REQUIREMENTS

- 1. Security Requirement
- 2. Insurance Requirements

List of Attachments:

Attachment 1 to Part 3, Financial Bid Presentation Sheet
Attachment 2 to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria

PART 7 - RESULTING CONTRACT

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



9. Certifications

10. Applicable Laws

11. **Priority of Documents**

12. Insurance

List of Annexes:

Annex A Statement of Work

Appendix 1 to Annex A Additional Requirements of the Work under the Resulting Contract

Appendix 2 to Annex A Penalties for non performance

Appendix 3 to Annex A Hazards

Appendix 4 to Annex A Applicable Documents

Appendix 5 to Annex A Terms and Conditions for reimbursement of travel expenses

Appendix 5a to Annex A Reimbursement of travel expenses

Appendix 6 to Annex A

Site inspection report

Appendix 7 to Annex A

Aerological Survey Certification Policy

Annex B **Basis of Payment**

Annex C Insurance requirements

Annex D Security Requirements Checklist Annex E Contract Policy Notice 1997-8

Annex F Supplier List of Names Annex G Work Experience

Annex H Letter of Availability



Weather Observation Services at La Grande IV Quebec

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 Attachments include the Financial Bid Presentation Sheet and Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, Additional Requirements of the Work under the Resulting Contract, Penalties for non performance, Hazards, Applicable Documents, Terms and Conditions for reimbursement of travel expenses, Reimbursement of travel expenses, Site inspection report, Aerological Survey Certification, Basis of Payment, Insurance requirements, Requirements Checklist, Contract Policy Notice 1997-8 and the Supplier List of Names.

2. Summary

- 2.1 Environment Canada has a requirement to carry out the upper air program at the La Grande IV Quebec station as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is for two years from February 1, 2018 to January 31, 2020 with options to extend the contract for (3) additional one year periods. The contractor's main responsibilities will be to make two upper air observations daily, carry out various climatological programs, maintain the climatological instrument and perform administrative responsibilities including maintaining an inventory of supplies and technical support in the maintenance of the equipment.
- 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 Bidders must provide a list of names (Annex F), or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2004.
- 2.4 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.
- 2.5 James Bay and Northern Quebec Agreement Territory entered into on November 11, 1975, as amended from time to time in accordance with paragraph 2.15 thereof.

This procurement is set aside from the international trade agreements under the provision each has for set asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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 Canada (EC) as specified on page 1 of the bid

solicitation or to the address specified in the bid solicitation;"

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

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

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

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: "Deleted"

2. Submission of Bids



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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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



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

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

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

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 Quebec.

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 copies)

Section III: Certifications (3 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-



procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1to Part 3. The total amount of Applicable Taxes must be shown separately.
- **1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- **1.3** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- **1.4** 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.



ATTACHMENT 1 TO PART 3 - FINANCIAL BID PRESENTATION SHEET

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

1st Contract Year

line	description	estimate d quantity	unit of Issue	firm unit price	total estimated cost
	g Schedule 1 - Firm All Inclusive Prices - ve rates for work performed in accordance v				
1.	Morning Upper air sounding	365	Days	\$	\$
2.	Evening Upper air sounding	365	Days	\$	\$
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$
4.	General housekeeping (10 hours per month)	120	hours	\$	\$
5.	End of month report (1 hour per month)	12	hours	\$	\$
6.	Reimbursement of Travel Expenses	6	Each		
The Contra	g Schedule 2 - Additional "As and When ontractor will be paid the following firm hour act, in accordance with the Statement of Wo	ly rates, for rk at Annex	work per		
1.	hourly labour rate	72	hours	\$	\$
			То	tal Price (A)	\$

2nd	Contract Year				
line	description	estimate d quantity	unit of Issue	firm unit price	total estimated cost
Pricin inclusi	g Schedule 1 - Firm All Inclusive Prices - ve rates for work performed in accordance v	· The Contra with the Sta	actor will tement o	be paid the for	ollowing firm all- nex A.
1.	Morning Upper air sounding	365	Days	\$	\$
2.	Evening Upper air sounding	365	Days	\$	\$
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$
4.	General housekeeping (10 hours per month)	120	hours	\$	\$

End of month report (1 hour per month)

Reimbursement of Travel Expenses

5.

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.

1.	hourly labour rate	72	hours	\$	\$
N		11	Tot	tal Price (B)	\$

12

6

\$

\$

hours

each

line	description	estimate d quantity	unit of Issue	firm unit price	total estimated cost
	ng Schedule 1 - Firm All Inclusive Prices - ive rates for work performed in accordance v				
1.	Morning Upper air sounding	365	Days	\$	\$
2.	Evening Upper air sounding	365	days	\$	\$
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$
4.	General housekeeping (10 hours per month)	120	hours	\$	\$
5.	End of month report (1 hour per month)	12	hours	\$	\$
6.	Reimbursement of Travel Expenses	6	each		forest the second
The C	ng Schedule 2 - Additional "As and When Contractor will be paid the following firm hour act, in accordance with the Statement of Wo	ly rates, for	work per	formed pursu	uant to this
			То	tal Price (C)	\$

line	description	estimate d quantity	unit of Issue	firm unit price	total estimated cost
	g Schedule 1 - Firm All Inclusive Prices - ve rates for work performed in accordance v				
1.	Morning Upper air sounding	365	days	\$	\$
2.	Evening Upper air sounding	365	days	\$	\$
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$
4.	General housekeeping (10 hours per month)	120	hours	\$	\$
5.	End of month report (1 hour per month)	12	hours	\$	\$
3.	Reimbursement of Travel Expenses	6	each		
The C	g Schedule 2 - Additional "As and When ontractor will be paid the following firm hour act, in accordance with the Statement of Wo	ly rates, for	work per	formed pursu	ant to this
1.	hourly labour rate	72	hours	\$	\$
	=	-		tal Price (D)	\$

line	description	estimate d quantity	unit of Issue	firm unit price	total estimated cost
Pricin inclusi	g Schedule 1 - Firm All Inclusive Prices - ve rates for work performed in accordance v	The Contra	ector will ement o	be paid the fo	ollowing firm all nex A.
1.	Morning Upper air sounding	365	days	\$	\$
2.	Evening Upper air sounding	365	days	\$	\$
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$
4.	General housekeeping (10 hours per month)	120	hours	\$	\$
5.	End of month report (1 hour per month)	12	hours	\$	\$
6.	Reimbursement of Travel Expenses	6	each		
The C	g Schedule 2 - Additional "As and When ontractor will be paid the following firm hour act, in accordance with the Statement of Wo hourly labour rate	ly rates, for	work per A.	formed pursu	uant to this
1.	Troung labour rate	12	hours	Ψ,	Ψ
				tal Price (E)	



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 *financial* evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

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

1.2 Financial Evaluation (25 points of the total evaluation)

The financial proposal represents 25 percent of the total in the overall bid evaluation. Please provide your financial proposal using the form in Attachment 1 to Part 3.

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 165 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 250 points.

- 2.1 Bids not meeting (a) or (b) or (c) 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 75 for the technical merit and 25% 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 75%
- 2.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%
- 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 75/25 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	75 points	66.7 points (80/90X75)	63.3 points (76/90X75)
Price	\$10,000	\$8,500	\$9,800
Price weighting	21.3 points (8,500/10,000X25)	25 points	21.7 points (8,500/9,800X25)
Final score	98.3 points	91.7 points	85.0 points

Contractor 1 would be awarded the contract.

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



ATTACHMENT 2 TO PART 4, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

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

	MANDATORY CRITERIA	Compliant	Non-compliant
1	In its bid, the Bidder must designate one (1) station manager resource and at least two (2) support resources (three (3) resources in total). To demonstrate it meets this requirement the Bidder must provide:		
	i. Name of the resource and;		
	ii. Identify the role of the resource whether it is a station manager or support resource		
2	For each of the proposed resources, including the station manager, the Bidder must provide a signed letter confirming the availability and willingness of its resource to perform the Work under the resulting Contract.		
	The Bidder must do this using the template provided under Annex H, Letter of Availability and Willingness to perform the Work under the Contract, for each of the proposed resources.		2
3	Each of the proposed resources must hold a secondary High School Diploma or equivalent and a valid Driver's license.		
0	Bidder must provide a copy of the Driver's license and indicated the education lever In the work experience template Annex G.		
4	For each of the proposed resources, the Bidder must provide a resume using the work experience template (Annex G). This template will be used to evaluate each resource. The following information should be provided:		
	a. Name of the resource;		
	b. Identification of the role of the resource; either a station manager or support resource (if applicable)		
	c. Education;		
	d. Certifications;		
	d. Name of the organization the work was performed for;		
	e. Title of the Project/work or contract name;		
	f. Role and responsibilities of the proposed resource, including a		
	description of the work performed; g. Start date (specify month and year);		
	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 a reference who will confirm the information supplied by the Bidder		



Point Rated Technical Criteria

For the bid to be valid, the bidder must obtain at least 66% (165/250) 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
Plan for the Execution of the Observation program (30 points)	30
- The Bidder should provide a detailed plan describing how it plans to perform tasks in support of the Aerological Observation Program and Data Collection requirements.	The Bidder's plan includes a detailed description of the tasks to be performed including a task list, a sequence of launch times, requirements for second releases, delayed releases, missed observations. (20 points)
	The Bidder's plan is supported by detailed references to the Manual of Upper Air Observations (MANUP) as a standard for observations, with emphasis on timeliness, accuracy and methods. (10 points)
 Bidder should provide a detailed plan that demonstrates how it will conduct maintenance of the station. 	The Bidder's plan includes a detailed schedule of maintenance tasks, including housekeeping, checking fuel levels, met supply, inventory check, monthly Occupational Health and Safety (OHS) report. (20 points)
	The Bidder's plan includes a detailed description of how it plans to perform snow clearing at the entrance of the station after each snow fall, and also how it plans to execute repairs in the event of equipment breakdown or failure (10 points)
Plan for the monitoring of observations and quality control	(30 points)
The Bidder should provide a detailed plan that describes how it will monitor observations and perform quality control.	The Bidder's plan demonstrates that the resources assigned to monitor observations are the same people as those assigned to the conduct of observations program activities. (10 points)
	The Bidder's plan provides a detailed schedule of quality assurance tasks, including the production of monthly error reports, and how anomalies will be tracked and reported against after incomplete observations. (20



	points)
Personnel Allocation Plan	(30 points)
 The Bidder should describe its plan for allocating personnel who are tasked to perform work under the Contract. 	The Bidder's plan provides a rotation schedule for 60 calendar days. The schedule demonstrates the allocation of tasks between resources dedicated to the contract, including plans to ensure continuity of service during holidays, travel times, or when someone is absent. (10 points)
	The Bidder's plan describes the procedure to ensure observations are not missed when observer is absent for extended period of time (10 points)
	The Bidder's plan includes a description of how roles and responsibilities will be delegated between the station manager and the proposed resources for the conduct of aerological observations, monthly reporting, and maintenance of the facilities (10 points)
Occupational Health and Safety (OHS) Plan	(36 points)
 The Bidder should provide a detailed Occupational Health and Safety (OHS) Plan. 	Emergency contact information
	(12 points) Emergency contact information has been provided for each of the following:
	 Fire department Police station Ambulance Hospital/medical centre Poison Control Centre Pollution / spill reporting
	(2 points) will be awarded for each of the above contacts.
	Details on how the bidder will ensure the OHS Policy is followed by proposed resources, including how unacceptable adherence to these policies will be handled
a a	12 points: The bid contains a detailed comprehensive level of detail on how the bidder will ensure the OHS Policy is followed



	by proposed resources, including how
	unacceptable adherence to these policies will be handled.
	6 points: The bid contains an acceptable level of detail, with minor weaknesses. There is a reasonable likelihood that the OHS will be followed by proposed resources.
	O points: The bid does not contain any detail, or the level of detail provided is inadequate.
	Details on how the bidder will ensure the safety and health of the proposed personnel while they are working alone on station
= -	12 points: The bid contains a comprehensive level of detail on how the bidder will ensure the safety and health of the proposed resource while they are working alone on station.
	6 points: The bid contains an acceptable level of detail, with minor weaknesses. There is a reasonable
	likelihood that the OHS will be followed by proposed resources.
\overline{z}	O points: The bid does not contain any detail, o the level of detail provided is inadequate.
Bidders Corporate Experience	(25 points)
The Bidder should demonstrate its experience in administering similar contracts (e.g. aerology, meteorology or aviation).	Five (5) points for each year administering similar contracts, up to a max of twenty-five (25) points.
	* Note: points will only be awarded for the corporate experience of the Bidder (i.e. the firm's experience). Points will not be awarded under this criterion for the experience of individuals, including the station manager or the observers.
Experience of the Delegated Station Manager	(30 points)
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 given any points
Demonstrated experience in the performance	One (1) point for each year of substantial
of similar contracts of aerology and	experience up to a maximum of ten (10)
meteorology as identified in Annex A	points. Experience of less than one (1) year
meteorology as identified in Affilex A	will not be given any points
Holds a certification as an operator in	Five (5) points: Current Certification; Two (2)
aerology or meteorology	points Expired Certification; Opoints No
derology of meteorology	Certification
Holds a Secondary school Diploma	Five (5) points or zero (0) points
Experience of the proposed	(40 points)
contract personnel	(40 points)
Proposed Contract Resource #1	
(20 points)	
- Demonstrate experience in the	One (1) point for each year of substantial
performance of similar contracts of	experience up to a maximum of ten (10)
aerology and meteorology as identified	points per resource.
in Annex A	points per resource.
**************************************	Experience of less than one (1) year will not
	be given any points
- Holds a certification as an operator in	Up to Five (5) points for each proposed
aerology or meteorology	resource:
	10000100.
3	Five (5) points: Current Certification; Two (2)
	points Expired Certification; Zero (0) points No
	Certification
- Holds a Secondary school Diploma	
Transfer de de de de la constant de	Five (5) points
Proposed Contract Resource #2	
Proposed Contract Resource #2 (20 points)	Five (5) points
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the	Five (5) points One (1) point for each year of substantial
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10)
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified	Five (5) points One (1) point for each year of substantial
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource.
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource:
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2)
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma - Demonstrate experience in the	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma - Demonstrate experience in the performance of similar contracts of	One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10)
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma - Demonstrate experience in the	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource.
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not
Proposed Contract Resource #2 (20 points) Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A Holds a certification as an operator in aerology or meteorology Holds a Secondary school Diploma Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource.
Proposed Contract Resource #2 (20 points) - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A - Holds a certification as an operator in aerology or meteorology - Holds a Secondary school Diploma - Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points
Proposed Contract Resource #2 (20 points) Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A Holds a certification as an operator in aerology or meteorology Holds a Secondary school Diploma Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified	Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not be given any points Up to Five (5) points for each proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification Five (5) points One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource. Experience of less than one (1) year will not



PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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.

1.2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Setaside Program for Aboriginal Business, see Annex 9.4, Supply Manual.

2. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

 OR
 - ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees. $\ensuremath{\mathbf{OR}}$
 - ii. () The Aboriginal business has six or more full-time employees.
- 5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.



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

PART 6 - SECURITY AND FINANCIAL BID AND OTHER REQUIREMENTS

1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7
 Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance promptly (Annex D). 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.

2.0. 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 (at contract award, delete this line)

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. (at contract award, delete this sentence and add the title of the requirement)

Title: (insert only at contract award)

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

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

At Section 18, Confidentiality:

Delete: In its entirety Insert: "Deleted"

Insert Subsection: "35 Liability"

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

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

At Section 19 Copyright Delete: In its entirety



Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists. "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

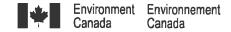
- 2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the <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.
- B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright



Delete: In its entirety Insert: "Deleted"

3. Security Requirement

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

- 3.2 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.
- 3.3 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.
- 3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 3.5 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 Work is to be performed during the period of _____ (fill in start date of the work) to _____ (fill in end date of the work).

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 3 additional 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Transition Period



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

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

Title: _____
Organization: _____

Name: _____

5.3

Name: ____

Address: _____

Title: _____
Organization: _____

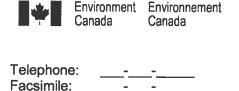
Address:

The Technical Authority for the Contract is:

Contractor's Representative

Telephone:	_	-							
Facsimile:									
E-mail address			5						
The Technical whom the Wor		•					•		_ ,
concerning the	technic	cal conte	ent of the	Work und	der the Co	ntract. 1	echnica	I matter	s may be
discussed with	the Te	chnical /	Authority,	however	the Techi	nical Aut	hority ha	as no au	thority to
authorize char	ges to	the scop	e of the V	Nork. Cha	anges to t	he scope	e of the	Work ca	n 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

E-mail address:

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price monthly rates (See Attachment 1 to Part 3). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 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.



8. Invoicing Instructions

8.1 Single Monthly Payments

- 8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- 8.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- (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.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

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)	(insert number) Supplemental General Conditions (insert title and
	date);
(c)	2010B General Conditions - Professional Services (Medium Complexity) (insert date)
	as modified;
(d)	Annex, Statement of Work;
(e)	Annex, Basis of Payment;
(f)	Annex, Security Requirements Check List (if applicable);
(g)	Annex, Federal Contractors Program for Employment Equity - Certification (if
	applicable);
(h)	Annex, Insurance Requirements (<i>if applicable</i>);
(i)	Annex, the signed Non-Disclosure Certification (if applicable);
(')	- interior, the eighted from Diediedle Continuation (in applicable),



(j)	Annex, Schedule of Milestones (if applicable);
` '	the Contractor's bid dated, (insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on or as amende
	on and insert date(s) of clarification(s) or amendment(s)).

12. Insurance Requirements – Specific requirement

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

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

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



ANNEX A STATEMENT OF WORK

1. TITLE

Weather Observation Services at La Grande IV Quebec

2. SUMMARY

Environment and Climate Change Canada (ECCC) operates thirty-three (33) aerological observing stations throughout Canada. These stations complete soundings of the upper atmosphere twice daily for each day of the year. The observations are taken by releasing a gas-filled balloon with an attached instrument which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data relating to temperature, humidity, and the height of standard atmospheric pressure levels. In addition, tracking of the balloon allows for computation of winds and wind shear at upper levels of the atmosphere.

Data is collected and processed automatically by sounding equipment and transmitted to the Canadian Meteorological Centre for inclusion in atmospheric models which are used to produce a number of weather forecasts. In addition, the data is shared internationally for use in many global weather monitoring and forecasting programs.

3. APPLICABLE DOCUMENTS

Manual of Surface Weather Observations (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

For a more detailed listing of applicable documents, refer to Appendix 4 to Annex A of the Statement of Work.

4. SCOPE

ECCC requires the services of a Contractor to prepare the instruments and release the balloons twice each day, three hundred and sixty-five (365) days per year, to monitor the data and messages produced, and to ensure the prompt transmittal of the data.

The Contractor will conduct the management and operations of the observing program, and the scheduling of personnel for observing, recording, encoding and transmitting Aerological and Supplementary programs at the times specified below as required to comply with the instructions contained in the "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP) and various other manual required for the Safety and Health for Meteorological Services of Canada Operations.

Administrative responsibilities include maintaining an inventory of consumable supplies, the preparation of monthly reports detailing the performance of the observing program, shipping and receiving of program related items, and the provision of some technical support in the maintenance of the associated equipment.



The Contractor is to perform Aerological observations at La Grande IV Upper Air Station, as described in Section 4, Annex A, and Appendices 1 through 4.

4.1 AEROLOGICAL OBSERVATIONS

The Contractor must observe, record, encode and transmit aerological observations, at the times specified below, as required to comply with the instructions contained in the "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP), and the Atmospheric Environment Service (AES) Electrolyser Manual, as well as other manuals required for the completion of the supplementary program, including regulations relating to Occupational Health and Safety of the Meteorological Service of Canada.

- i) The Contractor must conduct the Aerological observing program by performing two (2) aerological observations per day, one in the morning and one in the evening, every day of the year, including holidays. The work entails testing and preparation of monitoring equipment and instruments, filling balloons with hydrogen lifting gas and releasing of instrument equipped balloons at the specified times below.
- ii) The morning period is 05:30 08:30 Eastern Standard Time (EST) (10:30 13:30 UTC) and the evening period is 17:30 20:30 Eastern Standard Time (EST) (22:30 01:30 UTC), for every day of the contract. An aerological observation can be completed as detailed below in three (3) hours.
- iii) Schedule for aerological observation:

MORNING								
EASTERN STANDARD TIME (EST)	DESCRIPTION	UNIVERSAL COORDINATED TIME (UTC)						
05:30	Prepare balloon, probe and computer, MW15	10:30						
06:15	Balloon release and start the survey	11:15						
08:15	Completion of survey	13:15						
08:30	Survey ends automatically	13:30						
EVENING								
17:30	Prepare balloon, probe and computer, MW15	22:30						
18:15	Balloon release and start the survey	23:15						
20:15	Completion of survey	01:15						
20:30	Survey ends automatically	01:30						



- iv)

 A second release may be required due to equipment malfunction, early balloon burst or should the balloon not reach 400hPa (approximately 8,000 meters or twenty-five (25) minutes after release) or as prescribed by ECCC. A second release can be made up to and including 06:45 (EST) or 11:45 (UTC) and 18:45 (EST) or 23:45 (UTC). There is neither additional time nor additional monies for these subsequent releases. A second release may be expected approximately five (5) percent of the time.
- v) Releases must not be attempted in advance of 06:15 EST/ 11:15 UTC for the morning observation period or in advance of 18:15 EST/ 23:15 UTC for the evening observation period. If a release is made prior to these specified times penalties for non-performance may apply. See Appendix 2 to 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 forty (45) minutes prior to the scheduled aerological release allowing sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, penalties for non-performance may apply. See Appendix 2 to Annex A.

4.1.1 DETAILS OF DATA COLLECTION

- A. <u>Balloon Filling</u>: Balloon filling requires the careful laying out of the aerological balloon on an inflation table and inspecting it for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is attached to the inflation equipment and slowly and carefully filled. 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: 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 (preparation time). For morning flights this must be at 6:15 EST/11:15 UTC; and for afternoon flights, release must be at 18:15 EST/23:15 UTC. 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.



- E. <u>Delayed release</u>: A delayed release due to radiosonde or balloon malfunction during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of forty-five (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, penalties for non-performance may apply. **See Appendix 2 to Annex A.**
- F. <u>During the Ascent</u>: During the ascent, the Contractor 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. <u>Post-Flight</u>: 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/11:45 UTC and/or 18:45 EST/23:45 UTC. There is neither additional time nor additional monies paid by ECCC for these subsequent releases. All expendable components (radiosondes, balloons, and gas) are 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". Factors contributing to DELAYED or MISSING observations must be clearly
 detailed and submitted to the Project Authority by email within thirty (30) minutes of the
 occurrence.
- J. <u>Penalties for non-performance:</u> 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 <u>Appendix 2 to Annex A</u> for the list of conditions.
- K. The administration required to operate the program are estimated to be a maximum of (2) two hours per week. For billing purposes these are to be included in the all-inclusive rate of the Contractor.

4.3 OTHER RELATED TASKS:

A. **Snow removal on Instruments:** Contractor must ensure instruments are kept free of snow. Removing snow from the equipment from the instrument is the contractor's responsibility.



The contractor must immediately advise the MSC National Quality Assurance Desk (QAD) or a MSC-Quebec inspector of any anomaly at the weather site or any defect or breakdown affecting the site or the instruments.

- B. **Snow removal:** Contractor is responsible for moving snow away from the building exit doors. Contractor to contact the snow removal contractor when snow removal is required at the station, this includes removing the snow, spreading sand over the station access path and over the launch area whenever required.
- C. **Supplies:** The Contractor must accept and properly store the instruments and supplies (including picking up the mail and forwarding as required). The Contractor must pack and offer for shipment items such as helium packs, meteorological records and computer components. ECCC will be responsible for shipping costs.
- D. Routine Equipment Maintenance: At the request of an MSC-Quebec Inspector, the Contractor must, while completing its duties, perform routine maintenance of meteorological equipment supplied to the station. This will include, but is not limited to, verifying the accurate operation of the equipment and notifying the appropriate technical authority or agent if repair or replacement of the equipment is required, changing and notation of charts where required, inking or replacement of recorder pens, winding and setting of clocks, removal of snow from instruments in the meteorological compound and other routine maintenance

E. Helium delivery:

- i. Contractor is responsible for requesting more helium by contacting the MSC-Quebec financial officer at 514 283-1632 when the last helium cart is in use.
- ii. Contractor must be on site for helium deliveries occurring roughly every 4 months by sealift. One helium delivery consists of approximately six carts containing 12 gas cylinders connected to a master valve used to inflate balloons.
- iii. Helium cart weighs approximately 2,000lbs. Although they have ball bearing wheels, the carts are difficult to manoeuvre.
- iv. The Helium Supplier is responsible to deliver the storage carts from the docks to the garage. There should be approximately ten to twelve carts stored in the garage at any one time.
- v. The Helium Supplier is also responsible for collecting the empty carts. .
- F. HOGEN: Important to note is that ECCC is currently undertaking a modernization of its aerological observing network. The current electrolytic hydrogen generators and helium tankers are being replaced with a new generation of hydrogen generators referred to as HOGEN. The modernization is expected to take several years. Should an upgrade occur at the station during the life of this contract, training to all qualified observers will be provided by ECCC at no cost to the Contractor. Flight time will not be affected.
- G. Additional On-request Work Requirements: 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 MSC-Quebec Inspector. The Contractor must complete these duties in a timely fashion. These duties will 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,



additional compensation will not be paid. If the work cannot be accomplished during the regular aerological observation and requires that the Contractor returns to the site, additional compensation will be paid.

H. Additional aerological observations: The Contractor may be required to perform additional aerological observations to support research activities. If required, these observations will be paid for at the rate for aerological observations submitted in the Basis of Payment. (There is no guarantee these observations will be required

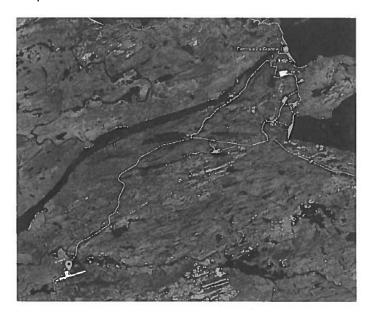
5. LOCATION OF THE WORK

The work must be performed at the ECCC La Grande IV Weather Station and cannot be performed remotely. The Station location: La Grande IV, Québec.

La Grande IV Weather Station Facilities:



La Grande IV Aerial Map: 53°45'19.6"N 73°40'42.7"W





6. LANGUAGE OF THE WORK

The work and all deliverables required of the work must be presented in English or French.



Appendix 1 to Annex A Additional Requirements of the Work under the Resulting Contract

1. OPERATIONS

1.1 Contractor Responsibilities

- 1.1.1. The Contractor must provide a telephone number, fax number and an e-mail address. The phone, fax and email must be operational for the duration of the contract and monitored during the times when the station is not attended. This should be included in the bid submission but may be provided prior to contract award.
- 1.1.2. 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. Internet services fees will not be reimbursed separately; rather, the Contractor, for billing purposes, must include the fees as part of the firm, all-inclusive rates under Attachment 1 to Part 3 of the Contract.
- 1.1.3. The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with Helium gas according to the established safe work practices and procedures.
- 1.1.4. 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.
- 1.1.5. The Contractor must monitor the computer equipment software to ensure the data bulletins are successfully transmitted and successfully received by the Meteorological Service of Canada's telecommunications network.
- 1.1.6. The Contractor must ensure all equipment is kept clean and operational and not subject to neglect or abuse as well as maintaining the equipment according to the applicable instrument manual and/or instructions received from the Project Authority.
- 1.1.7. The Contractor must follow the proper communications protocol as provided by ECCC. The communications equipment will be used for authorized ECCC 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.
- 1.1.8. The Contractor must accept and properly store instruments and supplies. The Contractor must pack for shipment items such as helium cylinders and computer components, as and when required. Storage space will be provided by ECCC.



- 1.1.9. The Contractor must perform an actual physical count of upper air expendable stock on site on the last day of each month and must ensure an adequate quantity of meteorological supplies are available at the station.
- 1.1.10. The Contractor must requisition, annually, all meteorological supplies, forms, charts and other items from the MSC Quebec Inspector. ECCC is responsible for the cost of the meteorological supplies including shipping costs
- 1.1.11. The Contractor is responsible for the any mailing costs of charts or forms. Postage of non-meteorological supplies are the responsibility of the contractor.
- 1.1.12. The Contractor must report to the Project Authority via telephone or email whenever a shipment of supplies has been received on site or when a shortage of supplies is foreseen.
- 1.1.13. The Contractor must report any issues with the operation of the equipment or facilities to the Project Authority or designate identified by ECCC as soon as they are noted.
- 1.1.14. The Contractor must consult with the MSC Quebec Inspector prior to attempting unscheduled maintenance or repairs on meteorological sensors or other station equipment.
- 1.1.15. The Contractor must return to ECCC, upon closure of the contract, all equipment and unused meteorological equipment and supplies made available to the Contractor for the performance of the contracted services. The Contractor must return all equipment and supplies in good condition except for ordinary deterioration due to use and time.
- 1.1.16. The Contractor will not be responsible for the loss of or damage to the equipment supplied by ECCC unless such damage of loss results from the negligence or abuse of the equipment by the Contractor or contract resources. The Contractor or contract resources will immediately report, to the Project Authority, any defects or damage to the supplied equipment.
- 1.1.17. The Contractor (assisted by an ECCC representative) must complete an inventory check of all equipment, instruments and supplies at the commencement and closure of the contract.
- 1.1.18. The Contractor must forward original meteorological records and/or electronic files within the timelines specified by the Project Authority. Approved electronic forms may be used in place of paper forms. Legible copies of all meteorological records and electronic files must be retained on station for a period designated by the Project Authority. All postage will be paid by ECCC.
- 1.1.19. The Contractor must, submit a monthly Aerological Station Record that includes the following information:
 - i. Anomaly Report: The contractor must notify the project authority, immediately after the fact, of any reasons that result in a delayed or

- missed aerological survey. Information to include observer performance summary, radiosonde rejection information, or reason for delayed or missed aerological survey. By fax at 514-496-1867 or by email to the project officer's address and the "doctor of the day" at ec.qcar.rcsdoc-qcra.docrcs.ec@canada.ca.
- ii. Monthly Report: The contractor or his staff must produce a monthly report and send it within 10 business days of the end of the month. The report, which is complex, will be explained in detail as part of staff training. The report has two parts. The first is sent by email, and the second (DVD) by mail. The first part (sent by email) must contain the following information: UA inventory, AMS data, flight data (E-files), monthly report and flight summary. The second part (recorded on a DVD by the contractor or his staff) contains the DC3DB file for each flight. The email portion must be sent to the project officer and the "doctor of the day" at the following address: ec.qcar.rcsdoc-qcra.docrcs.ec@canada.ca, DVD shipping costs is the responsibility of the contractor. The DVD must be sent to the project officer's address.
- iii. The <u>monthly aerological report</u> must be prepared and mailed to the MSC's head office on the first of every month. This report must include an updated inventory of the station and the site inspection report.
- iv. Monthly site inspection report completed every month by the contractor or his representative, signed, dated with the inspection date at the bottom of the report and sent to the project officer. This monthly report certifies that the site and work procedures are in compliance with the Canada Labour Code Part II (available at the following address: http://lois-laws.justice.gc.ca/eng/acts/L-2/index.html). The contractor will be penalized for any failure to complete the monthly reports and send them to the project officer as stipulated in the contract and may be deemed, in this case, to have failed to deliver the services required under this contract in the event of a work-related accident.
- 1.1.20. It's the contractors' responsibility to keep a supply of forms, office supplies, and meteorological supplies including radiosondes, balloons, rope, and helium. When necessary the contractor will make a list of any missing items and email the MSC Quebec Inspector.
- 1.1.21. The weather station facilities must not be used for living or sleeping quarters nor temporary or permanent storage of personal property. The facilities must solely be used for the duties required by the contract. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 1.1.22. The Contractor is responsible for the logistics of getting contract resources to and from the weather observing station and the associated costs are the sole responsibility of the Contractor and/or contract resources.
- 1.1.23. The Contractor must ensure all privately owned motor vehicles, ATV's and snow machines operated in the vicinity of the weather station fully comply with Provincial, Territorial, Regional and Hamlet/Town regulations and must be properly licensed and insured with coverage as identified in Resulting Contract Annex E, Insurance Requirements.



- 1.1.24. The Contractor must ensure the weather observing station and associated facilities are operated and maintained in an environmentally responsible manner.
- 1.1.25. 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.
- 1.1.26. When requested, the Contractor or his designated Station Manager must meet with an ECCC representative on-site.
- 1.1.27. The Contractor's must purchase and provide 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.
- 1.1.28 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.
- 1.1.29 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).
- 1.1.30 The Contractor will not be responsible for the loss of or damage to the equipment supplied by ECCC unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or staff must immediately report any defects or damage to the supplied equipment to the Project Authority. The Contractor must immediately notify the Project Authority if repair or replacement of the equipment is required.
- 1.1.31 The contractor will immediately report any equipment breakdown or operational problem to the National Monitoring Desk at the following number: 1-800-726-2181. This desk is open 24/7, and serves as an operational contact point for all stations in Canada's weather network. The technicians who work there provide help and assistance to station staff in the event of breakdowns and operational problems. The contractor must not hesitate to contact them in case of doubt. Station staff will then be invited to follow the advice provided by the technician on duty.

1.2 Environment and Climate Change Canada (ECCC) Responsibilities

1.2.1 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.
- 1.2.2 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.
- 1.2.3 ECCC will supply the necessary Meteorological communication equipment which includes station computers complete with modems and software. Spare equipment will be supplied where required. 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.



- 1.2.4 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. 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:
 - **a. Digital Electronic Barometer -** A digital station barometer for use in determining atmospheric pressure. ECCC will install equipment inside the office facility.
 - **b. Stevenson Screen** housing temperature and temperature extreme measuring equipment (mercury and alcohol filled thermometers). Stand is mounted outdoors in meteorological instrument area.
 - c. Wind Speed Direction & Detection Detecting instruments are mast-mounted outdoors and information gathered by these is transmitted via cable to indoor mounted indicating instruments.
 - **d. Instrument Cabinets** used to house indicating and recording equipment. The cabinet is located indoors.
 - **e. Communication Equipment** PC driven WinIDE system and backup.
 - f. NAVAID aerological Observing System used for the acquiring and processing of upper air data using a GPS satellite positioning system and balloon-carried radiosonde instrument.
 - g. Aerological Balloon Inflation Facilities used to inflate balloons with helium 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.
 - h. **Helium** provided in the form of helium packs of ten to twelve cylinders which are shipped by sealift at no cost to the Contractor. Storage of the helium packs must be in the inflation building.
- 1.2.5 ECCC 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 reporting, accuracy of data and adherence to procedures and standards are being met.
- 1.2.6 ECCC 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.
- 1.2.7 ECCC will reimburse the contractor for air or road transportation from LG4 to either Montreal or Quebec to rotate the station resources once (1) every two (2) months for a maximum of six (6) rotations per year. All transportation expenses will be subject to the Treasury Board Travel Directive Policy. Invoice for



reimbursement must be submitted to ECCC within the same month of travel and should accompany the month end invoice for Aerological launches. Reference Appendix 5 to Annex 5

2. CONTRACTOR RULES OF CONDUCT AT THE WEATHER STATION

- 2.1 The Contractor must ensure, while on duty, the performance of observational duties and supplementary tasks is the first priority of all the contract resources.
- 2.2 The Contractor must ensure that no other commercial business is performed by contract resources at any time while on the provided premises, or when utilizing ECCC products available over the supplied communications system or using data collected as part of the weather observing contract.
- 2.3 The Contractor must ensure that no alcoholic beverages or illegal drugs are brought onto the station property.
- 2.4 The Contractor must ensure that no resources under the influence of alcohol or illegal drugs perform the duties of an observer. Staff impaired or impeded by prescription drugs must not take weather observations.
- 2.5 The Contractor and contract resources must follow the proper communications protocol as defined by ECCC's Policy on the Use of Electronic Networks. The weather station communications services must only be used for the transmission of weather information, reporting of instruments defects or failures, or 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 must be provided with the ECCC's Policy on the Use of Electronic Networks. Contract resources must abide by this Network Policy.
- 2.6 Misuse of ECCC 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. ECCC Corporate Services Branch will determine the consequence of failure to comply with this policy and may constitute grounds for immediate de-qualification of the contract resource involved and possible termination of the Contract for Cause. All costs associated to any misuse will be the Contractor's responsibility.
- 2.7 The Contractor or contract resources must not involve the weather station in any local issues or other forms of current events. Requests for comment from the media or other representatives of public or private groups must be directed to the Project Authority. The Contractor or contract resources must not provide comment or opinion on any issue on behalf of ECCC.
- 2.8 The Contractor, or contract resources, must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products. Aerological observations may be altered or changed only on the direction of an identified representative of ECCC as specified in the Manual of Surface Weather Observations.
- 2.9 The Contractor and contract resources must co-operate in a professional, courteous and civil manner with the Project Authority, with Government of Canada employees, and with members of the general public, 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.



2.10 While performing any work under the Contract, the Contractor and contract resources 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.

3. CONTRACT PERSONNEL REQUIREMENTS

3.1 REQUIREMENTS

- 3.1.1 The Contractor must provide and supervision of a **minimum of three (3)** persons (including one station manager) 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. This is a **mandatory** requirement.
- 3.1.2 The required level of education for staff is a high school diploma or equivalent; a working knowledge of personal computers and the Windows operating system. This is a mandatory requirement. This must be mentioned in the CV of each proposed employee and included in the bidder's bid. **Annex G**.
- 3.1.3 The Contractor must ensure all aerological observations are recorded, coded and transmitted by contract resources trained and/or certified by ECCC.
- 3.1.4 The Contractor must ensure all aerological work is performed by qualified contract resources and qualified by ECCC.
- 3.1.5 The Contractor must designate one of the three contract resources listed above as the Station Manager.
- 3.1.6 The Contractor must notify the Project Authority of any proposed contract resource changes a minimum **60 days** in advance of the proposed personnel change. The proposed change is subject to approval by the Project Authority.
- 3.1.7 The Contractor must provide a letter signed by the candidate(s) indicating his or her willingness to work for the Contractor and undergo the necessary training and security clearance. **Annex H**
- 3.1.8 ECCC may refuse any proposed contract resources that the Project 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 the contract resource.
- 3.1.9 The Contractor must take all necessary action to ensure that the principles outlined in Provincial, Territorial, and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy, and harassment-free working environment. Failure to comply with Labour Codes may result in the termination of the Contract.



- 3.1.10 The Contractor must ensure that all contract resources and designated station manager perform a minimum of one (1) complete aerological observation a minimum of once every 60 calendar days.
- 3.1.11 At the discretion of the ECCC Project Authority, the site authorization of a contract resource may be revoked if the resource does not perform one complete aerological observation a minimum of once every 60 consecutive calendar days.
- 3.1.12 The Contractor and contract resources must all hold a valid driver's license. Copies of the valid driver's licence must be provided.

3.2. Observer Training

- 3.2.1 The Contractor is responsible for hiring and paying the staff required to fulfill the services identified under this contract. The contractor is retained as an independent contractor for the sole purpose of carrying out the work. Neither the contractor nor his employees shall be considered employees, officers or agents of the Crown for the purposes of the contract. The contractor is required to make all deductions and payments required by law in relation to his employees, in particular as regards the Canada and Quebec pension plans, Employment Insurance, workers' compensation and income taxes. The employees shall be identified in the contractor's bid.
- 3.2.2 The Contractor is responsible for all expenses related to recruitment and initial, annual and additional training for himself and his staff.
- 3.2.3 Upon award of the contract, MSC will provide the contractor and contract resources with three days of initial training on site. Contractor and resource salary during the training is the responsibility of the Contractor.
- 3.2.4 Training will include the aerological observation duties as well as the basic training on the maintenance and repair of certain meteorological instruments, sensors and pieces of equipment to effectively operate the weather station. Training will consist of the following:
 - 2 days for theoretical information on the use of helium gas
 - 2 complete aerological surveys for each participant
 - 0.5 days for the weekly/monthly checks and the forms to complete
 - 0.5 days for the other programs specific to each site

The training file for each employee will be kept by the MSC representative

- 3.2.5 All observers must complete the Workplace Hazardous Materials Information System Regulation (WHMIS) and Transportation of Dangerous Goods (TDG) certification training. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor. The contractor must provide training, at his cost, for all employees within 30 days of their employment.
- 3.2.6 While on course, all trainees must behave in a professional manner. Tardiness or disruptive behavior will not be tolerated. Arriving 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 is the sole responsibility of the Contractor.



- 3.2.7 Annual training requests outside the initial training will be provided once per year for each year of the contract if needed. The Contractor must request this training from 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.
- 3.2.8 Annual training of weather observers (outside the initial training) shall be conducted at a mutually agreeable time. All observers involved in the contract observation program shall be certified at the specific site at which the aerological observations are taken. Certification is not transferable between stations. ECCC will conduct annual site certification for all contract resources.
- 3.2.9 The annual training will be provided by MSC, any MSC trainer costs involved with the training will be at the cost to ECCC.
- 3.2.10 In the event that additional training is required outside of the initial site and annual site training the contractor will be responsible for all incurred costs of the trainer, these costs include, travel, accommodations, meals, incidentals
- 3.2.11 ECCC is committed to increased employment opportunities for Indigenous Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ Indigenous Canadians in their programs. To assist Contractors in this regard, the cost of tuition per year for one (1) Indigenous person, 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.

3.3 Certification of Observers

- 3.3.1 If the resource does not complete one aerological observation in a sixty (60) consecutive day period; or does not, in any other way, conform to the aerological Observer Qualification Policy, the observer's site authorization/certification will "lapse" and be subsequently revoked.
- 3.3.2 The observer's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.
- 3.3.3 ECCC may revoke any observer's qualification whenever there is cause to believe the observer's performance fails to meet observing standards as prescribed in MANUPP with respect to accuracy and timeliness.
- 3.3.4 Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the observer.
- 3.3.5 Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.



- 3.3.6 An on-site evaluation of the observer's work by a representative of ECCC will be conducted prior to the revoking of an observer's qualification.
- 3.3.7 While an observer's qualification is suspended or revoked, that observer is not permitted to perform aerological observations or conduct supplementary duties.
- 3.3.8 Recertification of an observer whose certification has been revoked will require an audit of performance to ensure competency in completing meteorological duties. This audit will be administered by MSC Quebec Inspector.
- 3.3.9 ECCC's Project Authority has the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, demonstrating negligence or unreliability, in completing the duties of a contract weather observer. Details can be found in the ECCC, Aerological Survey Certification Policy.

4. FACILITIES

- 4.1 ECCC will provide necessary facilities and compound for the operation of the aerological observation program. The indoor facilities will include necessary washroom facilities. All utilities necessary to operate the station, including heat, running water, lighting and power are the responsibility of ECCC and provided at no charge to the Contractor. The Contractor will follow energy efficient practices when using the provided facilities.
- 4.2 The Contractor must ensure the facilities provided are used for the sole purpose of the aerological operational program only and no additional commercial or personal business dealing shall be conducted from the premises. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 4.3 The Contractor must ensure only individuals involved in taking observations as part of the contract, or otherwise involved in the cleaning and/or maintenance of the facilities, use the supplied facilities.
- 4.4 The Contractor must maintain the meteorological compound by ensuring the compound is generally maintained and 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 balloon inflation and aerological Operations building must be kept clear of snow. All equipment required to maintain the compound and walkways is the sole responsibility of the Contractor.
- 4.5 The Contractor must place garbage in Hydro Quebec garbage bins located at the airport . Garbage collection is performed at no cost to the Contractor.
- 4.6 The Contractor must provide general housekeeping services. This must include, but not be limited to: keeping the floors clean, swept or vacuumed, the interior walls and windows cleaned and the daily removal of litter and waste. All cleaning or janitorial supplies and equipment, or services required to maintain the cleanliness of the weather observing facilities, are the sole responsibility of the Contractor.



- 4.7 The Upper Air station is a Federal Workplace, therefore, the Contractor and all contract resources must ensure that the Federal Government "No Smoking" policy is observed while using the supplied facilities.
- 4.8 The Contractor 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 immediately any defect in the facilities, property or equipment to the Project Authority.
- 4.9 The Contractor must ensure the provided facilities are secured and locked and windows closed when not in use.
- 4.10 The contractor must ensure that the facilities are used and maintained in a manner that respects the environment

5. HEALTH AND SAFETY

5.1 Contractor Responsibilities

- 5.1.1 The Contractor must adhere to all applicable regulations provided in Federal, Provincial Codes
- 5.1.2 The Contractor must comply with all regulations in Part II of the Canada Labour Code (http://laws-lois.justice.gc.ca/eng/acts/L-2/page-2.html) with respect to Occupational Safety and Health and Part III of the Canada Labour Code (http://laws-lois.justice.gc.ca/eng/acts/L-2/page-3.html) regarding hours of work and other Labour Relations Articles.
- 5.1.3 The Contractor must post in the workplace 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, (if required). All other printed or safety material or shall be similarly posted.
- 5.1.4 The Contractor must ensure that all contract resources are aware of known and foreseeable safety or health hazard in the workplace. These must include, but not limited to, hazards associated with balloon filling, the use of compressed gas and health and safety hazards associated with mercury and operating the tilt-up tower for the wind gauge.
- 5.1.5 The Contractor must ensure that all hazardous material and substances are identified, labelled correctly and stored and handled safely.
- 5.1.6 The Contractor must ensure that all protective equipment / and personal protective clothing required for the work and the safety of employees is available and in good condition and all employees are aware of the correct use of the protective equipment.
- 5.1.7 The Contractor must investigate and record all known accidents or other hazardous occurrences in the workplace. If necessary, the Contractor must prepare a complete Hazardous Occurrence Investigation Report, (Labour



- Canada form 369) and forward copies to the Project Authority and the ECCC Human Resources Office in the respective Region.
- 5.1.8 The Contractor must comply with all oral or written directions provided by ECCC project authority.
- 5.1.9 Where the work is performed, the Contractor must comply with all Standing Orders and all other Regulations in force relating to the safety of persons on the station and the protection of property against loss or damage from any and all
- 5.1.10 The Contractor must adhere to all fire regulations as specified by the Project Authority.
- 5.1.11 All matters affecting the health and safety of weather observing resources or other individuals working in or around the weather observing station, must be brought to the immediate attention of the Project Authority.
- 5.1.12 The contractor is required to complete the monthly work site inspection report (see Appendix A3 Site Inspection Report) and email or fax it to the MSC project officer at the beginning of every month.
- 5.1.13 A mercury spill clean-up kit will be provided by ECCC (if required). The Contractor must report a spill and attempt a cleanup of any mercury spills immediately. A mercury spill will be considered a hazardous occurrence.
- 5.1.14 The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This must include but not be limited to: ensuring all controlled products as defined under WHMIS are identified with the correct labels; ensuring valid Material Safety Data Sheet (MSDS) is available for each identified controlled product; training of all staff in the safe and correct handling, storage, and use of each controlled product.
- 5.1.15 The Contractor must ensure that all staff who ship and/or receive dangerous goods (such as compressed gas cylinders, batteries), have and maintain Transportation of Dangerous Goods (TDG) training and certification necessary to comply with the legislation.
- 5.1.16 The Contractor must ensure that all compressed gas cylinders are handled safely, properly stored, prepared, labelled, and have the required documentation prior to shipping.
- 5.1.17 The Contractor must supply to ECCC, within thirty (30) days of the commencement of the contract, proof of certification of all employees in Workplace Hazardous Material Information System training. If necessary, the contractor must provide training to all new staff within 30 days of their employment start date.
- 5.1.18 The Contractor must supply proof of certification within thirty (30) days of commencement of the contract that at least one member on the staff have completed training in the Transportation of Dangerous Goods Act. New proof must be sent in the event of any staff changes. The contractor may have to provide to ECCC a copy of the valid certification of each of his employees, throughout the contract term.



- 5.1.19 The Contractor and all contract resources must strictly adhere to all fire and general safety regulations applicable at their station. All matters affecting the health and safety of weather observing staff or other individuals working in or around the weather observing station must be brought immediately to the attention of the Project Authority.
- 5.1.20 The Contractor must supply proof of Workers' Compensation coverage for all employees in the Province in which the work is to be performed.
- 5.1.21 The contractor shall be responsible for the safety of his employees. The contractor shall relieve ECCC of all liability as regards claims, requests, actions, demands, lawsuits, fees, expenses and legal proceedings initiated by anyone whomsoever in any way whatsoever following the death of an employee, an injury to an employee, the loss of property or material damages suffered due to activities carried out by the contractor while delivering services under this contract

5.2 Environment and Climate Change Canada (ECCC) Responsibilities

- 5.2.1 Under the Provisions of Part II of the Canada Labour Code (CLC), ECCC will ensure that all facilities, machinery, instruments and protective devices, meet the standards set out in the Canada Labour Code Regulations. These include buildings, steps and walkways, guard rails and entries to and exits from the workplace. ECCC will also ensure that ventilation, lighting, and noise levels comply with CLC regulations.
- 5.2.2 ECCC will ensure that electrical distribution systems, generators and instrument installations meet the Canada Labour Code regulations and/or Provincial Electrical Code Standards.
- 5.2.3 ECCC will provide sanitary and personal facilities.
- 5.2.4 ECCC will provide fire extinguishers, first aid kits, and mercury spill clean-up kits.
- 5.2.5 ECCC 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 and upon request for the duration of the contract.
- 5.2.6 ECCC will provide personal protective equipment for hazards associated with balloon filling or mercury spills or contamination. This equipment shall include hearing and eye protection, safety gloves and mercury spill clean-up kits.
- 5.2.7 ECCC will provide information to the Contractor regarding known or foreseeable workplace hazards such as those associated with balloon filling, compressed gases, or mercury.
- 5.2.8 ECCC will monitor the Contractor's compliance with Health and Safety procedures and regulations through annual facilities and observing program inspections or independent audits.

5.3 Emergency Plans



- 5.3.1 The Contractor, in consultation with the Project Authority, must prepare and submit an Emergency Action Plan for approval detailing procedures to be followed by all staff in cases where extraordinary events, such as power failures, severe weather, natural disasters or other events beyond the control of the Contractor or his staff, may interfere with or prevent the weather observation duties.
- 5.3.2 The Emergency Action Plan must address alternate methods of providing aerological observations and an employee call-in procedure to maintain the program. The plan must also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.
- 5.3.3 The Contractor must ensure that all contract resources are aware of this plan and the procedures to be followed in such instances.
- 5.3.4 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 thirty (30) day time frame.

5.4 WHMIS and Transportation of Dangerous Goods (TDG)

- 5.4.1 The Contractor must 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.
- 5.4.2 The Contractor must provide, within thirty (30) days of the start of the contract: Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.

5.5 Material Safety Data Sheets (MSDS)

5.5.1 MSDS sheets for all known ECCC provided hazardous chemicals on-site will be made available to the Contractor prior to contract commencement. The Contractor must ensure the station MSDS sheets are kept current and new MSDS sheets are ordered from the Project Authority as and when required. 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.

6. Other

- 6.1 In order to assist the Contractor in achieving and maintaining acceptable standards of operation to the satisfaction of the Project authority, ECCC will provide the services of a qualified ECCC Officer to inspect the station and records on an annual basis.
- 6.2 Due to issues such as human resources and automation, ECCC retains the right to terminate the contract without penalty upon sixty (60) days written notice; or, in part, (de-scoping) upon sixty (60) days written notice by ECCC. If the requirement is descoped, a new acceptable monthly/daily/hourly rate will be negotiated.



APPENDIX 2 to ANNEX A PENALTIES FOR NON PERFORMANCE

Penalties for non-performance may apply in the event of delayed or missing aerological data, as described below.

For aerology work and the purpose of non-performance penalties only, an aerological observation will be considered to be 3 hours in length.

DEFINITION OF SITUATIONS:

NORMAL	Every effort must be made to perform the aerological release at precisely 06:15 (EST)/11:15 UTC (morning) and or 18:15(EST)/23:15 UTC (evening).
RELEASE	Due to conditions beyond the control of the Contractor there may be short delays in performing the release and actual release times between 06:15 and 6:29EST (morning) and 18:15 and 18:29 (evening) will be considered "normal".
EARLY ASCENTS	If an aerological release is made prior to 06:15 (EST)/11:15 UTC for the morning observation or prior to 18:15 EST/ 23:15 UTC for the evening observation it will be considered "early".
7,002.110	A reduction of one-half (0.5) times the aerological Observation rate may apply.
DEL AVED	If an aerological release is made after 06:29 EST/ 11:29UTC but before 06:45 EST/11:45UTC OR after 18:29EST/23:29 UTC but before 18:45 EST/23:45UTC), the release must be logged as "DELAYED" and a message must be sent on the ECCC communications system advising of the delayed ascent.
DELAYED ASCENTS	If the delay was caused by equipment malfunction or weather (as determined by the Project Authority) beyond the control of the Contractor, there will be no reduction in the payment to be made to the Contractor. If the delay was caused by other than equipment malfunction or weather (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of one-half (0.5) times the aerological Observation rate.
	If a morning aerological release is not made before 06:45 EST / 11:45 UTC, if an evening release is not made before 18:45 EST/23:45 UTC, the release must be recorded as "MISSING". A message must be sent on the ECCC communication system advising of the missed ascent. Releases must not be attempted after 08:30 EST / 13:30 UTC (morning)
MISSED ASCENTS	and 20:30 EST / 01:30 UTC (evening). If a release was attempted but due to equipment malfunction (as determined by
AGCENTO	the Project Authority) beyond the control of the Contractor, was not completed, the Contractor will not be subject to penalties for non-performance. If a release was not done for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation <u>plus</u> a reduction of one (1.0) times the aerological Observation rate will be applied.



3	The contractor is not required to travel to the aerological station and conduct surveys in the event of the following weather or road conditions: 1. prevailing wind speed greater than sixty (70) kilometers/hour; and 2. a) prevailing visibility less than four hundred (400) meters (1/4 mile); or b) wind chill of more than 2,300watts/square meter (approximately -50 colder or Roads are closed 2. Roads are closed.
INCLEMENT WEATHER/ROAD CONDITIONS	The Contractor will not be held liable for non-performance penalties resulting from the missed ascent due to inclement weather/road conditions; however, the Project Authority must be notified. In order to avoid penalties for non-performance the Quebec Technical Services MUST be contacted by fax at 514-496-1867 or by email to the project officer's address and the "doctor of the day" at ec.qcar.rcsdoc-qcra.docrcs.ec@canada.ca . If the call is not made, the survey will be considered to be missed and penalties for non-performance 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, the Contractor is not obligated to attempt an aerological observation and penalties for non-performance will not apply, however, the Quebec Technical Services MUST be contacted by fax at 514-496-1867 or by email to the project officer's address and the "doctor of the day" at ec.qcar.rcsdoc-qcra.docrcs.ec@canada.ca .
	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 a fax or email must be sent fax at 514-496-1867 or by email to the project officer's address and the "doctor of the day" at ec.qcar.rcsdoc-qcra.docrcs.ec@canada.ca. In the case, it is considered as missed ascent, the Contractor will not be paid for the observation plus a reduction of one (1.0) times the aerological Observation
	rate will be applied. If an error is made in the preflight setup of the aerological instrument which
OBSERVATION	causes the flight data to become invalid (surface temperature, pressure, etc. are incorrect) There will be a reduction in payment to the Contractor of one- half (0.5) times the aerological Observation rate.
QUALITY	 A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause.
	 A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer can result in revocation of the observer's authorization to perform aerological Observations.



	 Penalties for non-performance for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.
(E)	If any messages are transmitted late, the aerological release will be considered 'DELAYED".
	If any of the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered "MISSING".
AEROLOGICAL MESSAGE TRANSMISSION	The observer MUST check to ensure that all messages are transmitted as required.
	Penalties will not apply in the event of DELAYED or MISSING aerological messages caused by equipment malfunction, weather conditions (as outlined in this document), early balloon burst, multiple releases and/or total communication system failure.
	In the case message are considered DELAYED or MISSING; penalties will apply accordingly.



APPENDIX 3 TO ANNEX A HAZARDS

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

1. **Physical Hazards**

Some of the known physical hazards on station are:

- hydrogen fire and/or explosion
- asphyxiation from hydrogen or helium
- eye/ear injury from ruptured balloons
- exposure to radiation from computer monitors
- frost bite while working on outdoor equipment
- 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
- climbing tall ladders to change light bulbs and/or calibrating sensors
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors
- cuts and/or punctures while maintaining equipment

2. **Chemical Hazards**

Some of the known chemical hazards on station are:

- "Snoop"
- fyrite
- mercury
- copper sulphate
- lithium chloride
- Mercon Cleanup kits
- methyl or isopropyl alcohol
- ozone
- potassium hydroxide (caustic potash)
- lubricating oil
- sulfamic acid
- battery acid
- fire extinguishers
- 3. A complete listing of all known physical or chemical hazards as well as the recommended practices to minimize their dangers will be made available to the Contractor prior to contract commencement.



- 4. The Contractor must ensure all contract resources have been made aware of all known physical or chemical hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted chemical hazards must be brought to the attention of the Project Authority immediately.
- 5. The Contractor must ensure contract resources are equipped with, and use, supplier recommended personal protective equipment (PPE) (such as face masks, chemical resistant gloves, safety boots, etc.) in the completion of their duties.
- 6. Upon commencement of the contract and on the contract anniversary dates thereafter, the Contractor must perform an inventory of all Personal Protective Equipment contract resources are equipped with and forward same to the Project Authority to ensure compliance.
- 7. The Project Authority must 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.

8. <u>Material Safety Data Sheets (MSDS)</u>

MSDS for all known ECCC provided hazardous chemicals on station shall be made available to the Contractor prior to contract commencement. The Contractor must ensure the station MSDS are kept current and new MSDS are ordered from the Project Authority as and when required.

If the Contractor brings hazardous chemicals onto the station, the Contractor's must provide up to date MSDS for each hazardous chemical.



APPENDIX 4 to ANNEX A APPLICABLE DOCUMENTS

Documents Referenced in the Statement of Work:

Manual of Surface Weather Observations (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

Documents To Be Provided at Contract Award:

Electrolyser Operations Manual

Safety and Health Manual for Atmospheric Environment Program

Aerological Observer's Course Training Manual Module 2.7

ECCC PNR Observer Qualification Policy

Occupational Health & Safety Report

Quality Control Report, Station Equipment Checklist

Monthly Aerological Record & Monthly Stock Report



APPENDIX 5 to ANNEX A TERMS AND CONDITIONS FOR REIMBURSEMENT OF TRAVEL EXPENSES

ECCC will reimburse the contractor of travel expenses by air or road from LG4 to either Montreal or Quebec to rotate the station resources once (1) every two (2) months for a maximum of six (6) rotations per year.

The Contractor will be paid its authorized travel expenses only reasonable and properly incurred in the performance of the work at cost without any allowance for overhead profit in accordance with the allowances specified in Appendices B,C, and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers" rather than those referring to "employees".

The National Joint Council Travel Directive can be found at the following link: http://www.njc-cnm.gc.ca/directive/d10/v238/s659/en

TRAVEL TIME:

Contract observer travel time from LG4 to either Montreal or Quebec will be reimbursed by the at the following:

- Maximum of (2) days of travel (may be less than 2 days)at 7.5 hours/day for a total of 15 hours per trip
- Rate is of \$35 per hour each round trip to the station to a maximum cost is \$525 per trip.

ACCOMMODATIONS:

Accommodations must be listed in the National Joint Council Travel Directive.

Private accommodation allowance is \$50 per night in Canadian funds and must be identified in Appendx 5a.

TRANSPORTATION:

Transportation by air or road from LG4 to either Montreal or Quebec is approved with a receipt. RECEIPTS:

All receipts for accommodations and transportation (air or road) must be included in the with travel expense claim invoice as per Appendix 5a. The travel expense claim must be submitted to the Project Authority within 30 days of travel.

Contract and contract resources agree not to abuse this service. Any supplementary rotations other than the 6 pre authorized rotations are the responsibility of the contractor.

Evacuation for medical reasons with supporting documents are excluded from this agreement and will be paid by ECCC.



APPENDIX 5a to ANNEX A Reimbursement of travel expenses

_					
Name of traveler:				· · · · · · · · · · · · · · · · · · ·	
Reason for travel:					
Date of departure			Arr	ival city:	
Date of return to LG4:					8
Travel days (Maximum 2 days @	15hrs)	\$			
Accommodations:		\$	編輯	Receipt included	
Meals:		\$		Receipt included	
Mode of	Air	\$		Receipt included	
Transportation:		Ť			
	Road				



APPENDIX 6 to ANNEX A SITE INSPECTION REPORT

STATION: La Grande IV	INSPECTION DATE:

	Yes	No
The buildings, structures, steps, paths, ramps, rails, etc. are in good condition.		
2. Protective devices, machinery, instruments, tools, etc. are in good condition.	-	
3. Electrical systems are in good condition (wires, cables, lights in working order; extension cables not frayed).		
4. Fence in good condition.	N/A	
5. The fence gates are in good condition and working properly.	N/A	
6. Entrances and exits to and from work areas are all free of obstruction.		
7. The property is well-maintained in the summer (lawn mowed, undergrowth and weeds removed).		
8. The property is well-maintained in winter (roads, entrances and steps cleared of snow; abrasive materials used on icy surfaces.		
9. There are no rodents inside the buildings.		
10. Sanitary equipment (toilets, sinks) is clean and in good working order and there are sufficient supplies.		
11. Heating cables for water pipes are in good working order.	N/A	
12. Drinking water is available.		
13. Fire extinguishers are in place and in good working order and have been inspected within the past year.		
14. First-aid kits are available and are in good condition (including inventory list and usage guide).		
15. WHMIS* and material safety data sheets (MSDS) are up to date.		
16. Helium cylinders are safely stored and secured.		



17. The HOGEN system is working (if applicable).	
18. The intruder alarm system is in place and operational.	
19. The fire alarm system is in place and operational.	
20. Inflammable products are stored in an appropriate cabinet.	
The emergency plan is in place: a) Evacuation procedures are posted b) Emergency telephone numbers are posted	
22. No-smoking signs in place.	
23. Emergency lights are in working order and illuminate the exits.	
24. There are no leaks in the mechanical equipment room.	
25. Ventilation, lighting and noise levels are acceptable.	
26. Housekeeping maintenance is done regularly and properly.	
27. Insects are kept to a minimum (particularly flies).	
28. The heating system works properly.	
29. The air-conditioning system works properly.	
30. The site, buildings and instruments are in good general condition.	
31. The mercury recovery kit is available and in good condition.	
32. Mercury thermometers are properly stored to protect them from any damage.	
33. Controlled products are listed and the list is readily available and kept up to date (no older than 3 years).	
34. Personal safety equipment, particularly for the following risks, is in good condition: a) Filling balloons (ear and eye protection) b) Mercury recovery kit (including gloves)	
c) Battery activation (protective gloves and glasses)	
35. Used glycol is stored in appropriate and properly labelled recovery containers.	
36. Electric tools are in good condition and have user manuals. 37. The eye wash system is ready for use and the liquid contents' expiry date not exceeded.	
38. A disposal management system for glycol, oil and battery acid is in place and adhered to.	

^{*} Workplace Hazardous Materials Information System NOTE: If NO is checked next to any item, an explanation is required.



APPENDIX 7 to ANNEX A AEROLOGICAL SURVEY CERTIFICATION POLICY

1.1 Policy

It is MSC policy that aerological observers hold certification issued by the MSC to conduct aerological surveys.

1.2 Reason for the policy

The reason for this policy is to maintain the integrity of the MSC's weather network data. This is only possible if the competency of the observers is ensured. Aerological observers must thus demonstrate that they have the required knowledge and ability to carry out aerological surveys properly.

1.3 Certification:

To qualify for aerological observation certification, candidates must:

- a) Take the training required to carry out the aerological surveys according to the MSC's standards and procedures;
- b) Be certified by an authorized MSC representative to operate and maintain certain pieces of equipment;
- c) At the end of the initial training, demonstrate the ability to carry out an aerological survey without the help of the MSC's authorized representative.

1.4 Operational Requirements

Employees must be certified as aerological observers in order to carry out aerological surveys in accordance with MSC standards, after undergoing training at their assigned aerological station.

1.5 Conditions for non-certification/revocation

- 1.5.1 The project officer will revoke the certification of an aerological observer if there is reason to believe that the observer's performance is not up to standard. An evaluation of the observer's work will be conducted at the station by an authorized MSC representative before the recommendation to revoke certification is made.
- 1.5.2 Certification will be automatically revoked if an observer does not conduct an average of at least one aerological observation per week for the first 26 weeks of certification, and at least one aerological observation every 60 consecutive days thereafter.
- 1.5.3 An observer's certification will be automatically revoked if the observer leaves his employment.

1.6 Written notice

- 1.6.1 The project officer or the project officer's authorized representative will give the observer written notice, including the date, site and reason for non-certification/revocation. A copy of this notice will be sent to:
 - The contractor
 - · The contracting authority



- 1.6.2 If an aerological observation certificate is revoked, the observer may no longer conduct aerological surveys. If the notice is ignored, the contract will be automatically cancelled.
- 1.7 Re-certification procedures
- 1.7.1 If the contractor wants an observer to be re-certified, he must submit a request to the project officer, who will begin re-certification procedures at the station. Generally, 30 business days' notice is required. The contractor will be responsible for the re-certification costs.
- 1.7.2 To be re-certified, an observer is required to demonstrate his competency to carry out aerological observations. The re-certification exam will take place at the station. At the discretion of the MSC representative, a written exam may be required.
- 1.7.3 At the discretion of the project officer, in some cases, re-certification may require the observer to take another training session.



ANNEX B BASIS OF PAYMENT/FINANCIAL BID EVALUATION SHEET

The Bidder's prices must be submitted based on the hours of work described below. The price must be stated per year and not include GST/HST. Overhead and profit are to be included in the firm, all-inclusive hourly rates. FOB destination, Canadian customs duties and excise taxes included.

1st Contract Year

line	description	estimate d quantity	unit of Issue	firm unit price	total estimated cost				
	Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.								
1.	Morning Upper air sounding	365	Days	\$	\$				
2.	Evening Upper air sounding	365	days	\$	\$				
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$				
4.	General housekeeping (10 hours per month)	120	hours	\$	\$				
5.	End of month report (1 hour per month)	12	hours	\$	\$				
6.	Reimbursement of Travel Expenses	6	each						
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.									
1.	hourly labour rate	72	hours	\$	\$				
			То	tal Price (A)	\$				



2nd Contract Year

line	description	estimate d quantity	unit of Issue	firm unit	total estimated cost	
Pricin e	g Schedule 1 - Firm All Inclusive Prices - ve rates for work performed in accordance v	The Contra	ector will tement o	be paid the fo f Work at Anr	ollowing firm all- nex A.	
1.	Morning Upper air sounding	365	days	\$	\$	
2.	Evening Upper air sounding	365	days	\$	\$	
3.	Shipping and receiving of helium carts 2 hours per delivery, up to 6 hours annually	12	hours	\$	\$	
4.	General housekeeping (10 hours per month)	120	hours	\$	\$	
5.	End of month report (1 hour per month)	12	hours	\$	\$	
6.	Reimbursement of Travel Expenses	6	each			
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. 1. hourly labour rate 72						
1.	1. hourly labour rate 72 hours \$ Total Price (B)					



ANNEX C INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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



- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. Litigation Rights: Pursuant to subsection 5(d) of the <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.

r. For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

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

and interest) on behalf of Canada.

ANNEX D SECURITY REQUIREMENTS CHECK LIST



Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	

SECURITY REQUIREMENTS CHECK LIST (SPCL)

PART A - CONTRACT INFORMATION / PARTIE	ICATION DES EXI	GENCES RELATIVE	ES À LA SÉ	.) CURITĖ (LVERS)			
Ministère ou organisme gouvernmental d'origine	tion / e Environment & Climi		2. Branch o	r Directorate / Direction géné Upper Air Division	rale ou	Direc	tion
3. a) Subcontract Number / Numéro du contrat de s	ous-traitance	3. b) Name and Addres		ractor / Nom et adresse du s	ous-trai	tant	
4. Brief Description of Work / Brève description du t	ravail						
Provide Upper Air weather observations	s twice daily at th	e La Grande IV Up	per Air Sta	ation at La Grande, Que	bec.		
 a) Will the supplier require access to Controlled C Le fournisseur aura-t-il accès à des marchandi 	ses contrôlées?				L 27 1	No	Ye
b) Will the supplier require access to unclassified Regulations? Le fournisseur aura-t-il accès à des données te sur le contrôle des données techniques? Indicate the type of access required / Indiquer le	echniques militaires ne	a subject to the provision classifiées qui sont a	ons of the Tec	nnical Data Control x dispositions du Réglement	T A	Non No Non	Ye:
Will the supplier and its employees require acc Le fournisseur ainsi que les employés auront-lis (Specify the level of access using the chart in C (Préciser le niveau d'accès en utilisant le tables b) Will the supplier and its employees (a. p. deserted).	ess to PROTECTED a s accès à des renseig Question 7. c) au qui se trouve à la q	vestion 7. c)	is PROTEGE	S et/ou CLASSIFIÉS?		No Non	Yes Oui
6. b) Will the supplier and its employees (e.g. cleane PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. nettoyeu à des renseignements ou à des biens PROTEC 6. c) Is this a commercial courier or delivery requirem S'agit-il d'un contrat de monacereix presenter de la courier de la	irs, personnel d'entre SÉS et/ou CLASSIFIÉ	tien) auront-ils accès à S n'est pas autorisé.	des zones d'a	ccess areas? No access to accès restreintes? L'accès		No Non	Yes Oui
I service the stagerie of de livrais	son commerciale san	s entrenocado do puido)			Vo Von	Yes Oui
7. a) Indicate the type of information that the supplier	will be required to ac	cess / Indiquer le type	d'information	auguel le fournisseur dours	ا ليكيا	viori i	
	I NATO	OTAN		Foreign / Étranger	SVOII ac	ces	
7. b) Release restrictions / Restrictions relatives à la No release restrictions	diffusion			Toleigh / Edanger	\perp		
Aucune restriction relative à la diffusion Not releasable	All NATO countries Tous les pays de l'é	OTAN	1/	No release restrictions Aucune restriction relative à la diffusion			
À ne pas diffuser Restricted to: / Limité à :	Restricted to: / Limit	té à :		Restricted lo: / Limité à :			
Specify country(ies): / Préciser le(s) pays :	Specify country(ies)	: / Préciser le(s) pays :		Specify country(ies); / Précise	r le(s) p	ays :	
7 c) Level of information / Niveau d'information							
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFI NATO NON CLASS	ED]		ROTECTED A			
PROTECTED B PROTÉGÉ B PROTECTED C	NATO RESTRICTED NATO DIFFUSION D	RESTREINTE	P	ROTÉGÉ A ROTECTED B ROTÉGÉ B			
PROTÉGÉ C CONFIDENTIAL	NATO CONFIDENT NATO CONFIDENT NATO SECRET	IAL [7]	P	ROTEGE C ROTEGE C			
CONFIDENTIEL SECRET SECRET	NATO SECRET COSMIC TOP SECR	RET	С	ONFIDENTIAL ONFIDENTIEL ECRET			
TOP SECRET TRÈS SECRET	COSMIC TRÈS SEC	RET	S	ECRET OP SECRET			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			T	RÈS SECRET OP SECRET (SIGINT) RÈS SECRET (SIGINT)	4		
				TEO SECRET (SIGINT)			

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité

UI	U)	Ľ	u	ď	-)
1-1		_	_	_ k	J

seY n	ON N	I. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du foumisseur et celui du ministère ou de l'agence gouvernenzie?	
iuO	IONI CAT	I. d) Will the supplier be required to use its 1T systems to electronically process, produce or store PROTECTED and/or CLASSIF information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquemen renseignements ou des données PROTECES et/ou CLASSIFIES?	
297[ON E CON	NFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	1
seYiuOr	JON A	. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equiprication evour at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel Pfievou CLASSIFIE?	
		RODUCTION	4
seY iuO	ov N	b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	
iuOL		CFVZZIEIĘZS Fe ţonwisescht seta-f-ij feun de tecevoir et d'entreposet sur place des tenseignements on des biens PROTÉGÉS eVou premises?	
S9Y	ON N	. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	LL
		RT C - SAFEGUARDS (SUPPLIER) / RENSEIGNEMENTS / BIENS VFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
ino 🗔			
Yes	ON NON	If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escortè?	
	uoN N	Ou personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	اړه.
S9\	irimoì sus fiob sit	MOTE: If multiple levels of screening are identified, a Security Classification Guide de classification de la sécurité sont requis, un guide de classification de la sécurité sont requis, un guide de classification de la sécurité par macreened personnel be used for portions of the work?	-
		Special comments: Commentaires spéciaux	
		SITE ACCESS ACCES AUX EMPLACEMENTS	İ
	COSMIC TOP SECRET	TOP SECRET – SIGINT NATO CONFIDENTIEL NATO SECRET TOP SECRET – SIGINT NATO CONFIDENTIEL NATO SECRET	ļ
	тор ѕескет тяès ѕескет	RELIABILITY STATUS CONFIDENTIAL SECRET CONFIDENTIEL SECRET CONFIDENTIEL SECRET	
		Sersonnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	10.
		Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document : RT B - PERSONNEL (SUPPLIER) ; PARTIE B - PERSONNEL (FOURNISSEUR)	3
seY iuO	on N	f Yes, indicate the tevel of sensitivity: ans l'affirmative, indiquer le niveau de sensitive INFOSEC information or assets? Vill the supplier require access to extremely sensitive INFOSEC information or assets? e fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	A 6
seY[oN N	TT A (continued) I PARTIE A (suite) Vill the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? e fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	V 8

)	4	
)	4	

Government Gouvernement of Canada

Security Classification / Classification de sécurité

Contract Number / Numero du contrat

+	0
---	---

Government Gouvernement du Canada

Contract Number / Numéro du contrat Security Classification / Classification de sécurité

ART C - (continue	dì I	PAR	TIF	C. (suita)												
For users comple	eting	the	form	manually us	e the sum	mary cha	rt below to in	dicate the cat	0000//00	Land Inve	1/->-					
site(s) or premise	es.					andry disc	00:04 (0 !!	ioicale life cal	egory(les) and leve	I(S) C	i sai	egua	irding require	d at the su	applier's
Les utilisateurs quiveaux de sauve	lni Le	empl	isse	nt le formulair	e manuel	lement de	pivent utiliser	le tableau réd	apitulatif	ci-dessou	e noi	ır ine	liano	r cour chagu	0.0014-0	ia laa
niveaux de sauvi	egar	de n	equi	s aux installati	ions du fo	umisseur.			- aprilate iii	4-40300	a poi	21 1110	ndne	n, pour criaqu	e categor	ie, ies
Enrusore comple	1	. 41														
For users complete Dans le cas des	eung Hilis	Ine	TOTH	Online (via l	ne interne	t), the sur	nmary chart	is automatical	ly populat	ted by you	ır res	pons	es to	previous que	estions.	
Dans le cas des dans le tableau n	ouns écar	nituts	nsq a∺if	ui rempiissem	le formul	aire en lig	gne (par Inter	rnet), les répo	nses aux	questions	préc	éde	ites :	sont automati	quement :	saisies
	,							TABLEAU F								
						O INTERPRET	CHART /	IABLEAU	ECAPIT	ULATIF						
	_															
Category		TECT		CL	ASSIFIED		1	NATO			T					
Catégorie	PR	OTÉC	3É	C	LASSIFIÉ		1	14410						COMSEC		
		1_	L		1	TOP	NATO	I NATO	I NATO	COSMIC	100	OTECT				
	Α	В	C	CONFIDENTIAL	SECRET	SECRET	RESTRICTED	CONFIDENTIAL	SECRET	TOP		ROTÉG		CONFIDENTIAL	SECRET	TOP
				CONFIDENTIEL		TRÊS	NATO	NATO	1	SECRET	A	T_		1		
_		1	i			SECRET	DIFFUSION	CONFIDENTIEL		TRÉS	^	В	C	CONFIDENTIEL		TRES
formation / Assets						+	RESTREINTE	-	 	SECRET	╀	<u> </u>	<u> </u>			
enseignements / Biens		-	-								1		1			
Media / upport TI										-	₩	┈	├			-
Link /	\vdash	_	-													
en électronique	L	\sqcup	<u> </u>			1		1					П			
										1						
a) Is the descrip	tion	of th			744 /											
a) Is the description	du fi	ravai	l vie	d par la préco	Winin this	SRCL P	ROTECTED	and/or CLASS	SIFIED?					Г	No	□ Y
La description	-	ova	H AID	e hai ia biese	me LVER	S est-elle	de nature Pi	ROTEGEE et/	ou CLAS	SIFIÉE?				Į.	Non	L
If Yes, classify Dans l'affirma	/ thi	s for	rm b	v annotating	the ten a	nd botto	I Ab									
								a entitled "Se	curity C	lassificati	on",	_				
« Classification	n di	e sé	curit	lé » au haut e	t au bas	du formu	laire	aan da secul	ite dans	ia case ir	ititul	96				
b) Will the documentate	neni	tatio	n atta	ached to this !	SRCL be I	PROTEC	TED and/or 0	LASSIFIED?						8 -	Albia	v
La documentat	ion a	asso	ciée	à la présente	LVERS s	era-t-elle	PROTÉGÉE	et/ou CLASS	IFIÉE?						No	Y
														L	Non	اسام
if Yes, classify attachments (, the	2 10	M 0	y annotating	the top a	nd botto	m in the are	entitled "Se	curity CI	assificati	on" a	and i	indic	ate with		
Dans l'affirmat	tivo	cla	ee ifi	WILLI ATLACH	ments).											
Dans l'affirmat « Classificatio	n de	Sốc	curit	a is hiszeut	tormulali	e en Indi	quant le niv	eau de sécur	itė dans	la case in	titul	e e				
« Classificatio des pièces joi	ntes	1).		us naut d	ran bas	an ioimin	raire et indic	juer qu'il y a	des pièc	es jointes	(p. e	x. S	ECR	ET avec		
		•														

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä

Security Classification / Classification de sécurité	
Contract Number / Numéro du contrat	

du Canada	of Canada	-
Gouvernement	Government	1 .4.

ejeO	leimi	E-mail address - Adresse cou	tėlėcopieur	Facsimile No Nº de	Telephone No N° de téléphone
=					
	Signature		entiT - eltiT		eluom settes ne) moM - (finite) msM
		şthu	oès eb enéüsm	utorité contractante en	A \ Contracting Security Authority \ A
Date	ləimi	E-mail address - Adresse cou	télécopieur	Facsimile No N° de	Telephone No - N° de téléphone
				2°	
	Signature		Stille - Titre	(se	Vame (print) - Nom (en lettres moulé
				Inamannoizivon	16. Procurement Officer / Agent d'ap
S9A ON	satnioį səllə-	assification de la sécurité) sont	curity Classifica (é, Guide de cl	e.g. Security Guide, Ser (p. ex. Guide de sécuri) sinoitzuri instructions supplémentaires Des instructions supplémentaires
F106.12.2017	iel ca	E-mail address - Adresse coun o bhho r bryant@canada.	télécopieur	Facsimile No N° de (780) 495-2615	Felephone No 04 telephone (780) 951-8617
	R	ity Officer	Site Secui		Connect
	SIBRATURE		eviT - etiT	(se	Mame (print) - Nom (en lettres moulé
		eme	irité de l'organi	sesbouzspje de la sécu	14. Organization Security Authority / I
£157/balea		E-mail address - Adresse coun shelley.rouire@canada.c	1	(204) 977-9537	Telephone No N° de téléphone (204) 677-7043
Dellece	78	Contract Programs	Supervisor		Shelley Rouire
	Signature		entil - eltit	(se	Name (print) - Nom (en lettres moulée
		1		gro'l eb tejorq eb égren	J \ VinortuA toeject Authority \ C
				NOITARIAOTUA - O BI	TAA9 NOITASIROHTUA - 0 TAA9

Canada

Security Classification / Classification de sécurité

TBS/SCT 350-103(2004/12)



ANNEX E Contract Policy Notice 1997-8

CONTRACTING POLICY NOTICE 1997-8

FILE NO: 3800-000-004

DATE: December 10, 1997

TO: Functional Heads,

Administration/Finance of all Departments and Agencies

SUBJECT: Amendments and Additions to the Implementation of Contracting Obligations under Comprehensive Land Claims Agreements, National Park Agreements, and DND Co-operation Agreements.

SUMMARY

THIS CPN SUPERSEDES AND REPLACES CPN 1995-2 DATED MARCH 1, 1995. THE ATTACHED APPENDIX CONTAINS ADDITIONAL REQUIREMENTS THAT ARE IMPOSED ON GOVERNMENT CONTRACTING AUTHORITIES BY CANADIAN STATUTES AND RELATED FORMAL AGREEMENTS, EFFECTIVE SINCE IT WAS ORIGINALLY PUBLISHED ON MARCH 1, 1995.

BACKGROUND

Since the publication of Contracting Policy Notice 1995-2 on March 1, 1995, the Selkirk First Nation and the Little Salmon/Carmacks First Nation Land Claim Agreements have become effective, in addition to the Tuktut Nogait National Park Agreement, the Agreement to Establish a National Park on Banks Island, the Co-operation Agreement Between the Inuvialuit Regional Corporation and the Department of National Defence Concerning the Restoration and Clean-up of DEW Sites within the Inuvialuit Settlement Region, and the Co-operation Agreement Concerning the Operation and Maintenance of the North Warning System.

- 1. The Government of Canada has entered into a number of Comprehensive Land Claims Agreements with various aboriginal peoples to resolve the rights over the territory traditionally used by the aboriginal people.
- 2. Most Comprehensive Land Claims Agreements deal with certain economic and social development benefits for aboriginal peoples. Contracting authorities should examine the applicable land claims agreements, Park Agreements and Co-operation Agreements for any aboriginal participation requirements for contracting activities that take place in a land claim settlement area.
- 3. Accordingly, where a contracting authority is engaged in a contract for the procurement of goods, services or construction in a settlement area or national park, these activities are subject to the contracting obligations that are found in the applicable agreement.

This policy is issued to make contracting authorities aware of the nature of these contracting obligations. Extracts of the applicable agreements are provided in the appendix to this Contracting Policy Notice, and in certain cases interpretation guidelines have been added to assist in achieving consistent application of the agreements' contracting requirements where possible. Where a contracting authority expects to conduct procurement activities in a comprehensive land claim area, it is encouraged to obtain and refer directly to the applicable



agreement. All agreements except the James Bay and Northern Quebec Agreement can be obtained at the Publications and Public Enquiries Kiosk of the Department of Indian Affairs and Northern Development,

Les Terrasses de La Chaudière, Room 1415, 10 Wellington Street, Ottawa, Ontario K1A 0H4. Telephone (819) 997-0380; facsimile (819) 953-3017.

Copies of the James Bay and Northern Quebec Agreement can be purchased from the "Editeur Officiel du Québec" by sending a request to facsimile 1-800-561-3479.

- 4. All contracting authorities should note that many of the land claims agreements contracting obligations require considerations that commence at the project planning stage. Adequate records must be made and retained that show how the contracting authority has fulfilled these requirements.
- 5. Departments are to update procedures or adjust existing procurement procedures to ensure that the procurement activities of the contracting authority are in conformity with any applicable land claims, National Parks or DND agreement obligations particularly with respect to project design, bid evaluation criteria, solicitation methods, notices and contract award.

POLICY

- 6. Where practicable and consistent with sound procurement management and the spirit and intent of the land claims agreements, contracting authorities should enhance the capacity of aboriginal suppliers from the land claims settlement areas to fulfil a larger numbers of government contract requirements. Procurement activities shall be carried out in a manner that responds to the developing nature of each settlement area economy and labour force. In particular, contracting authorities, shall take into account the current capacity and increased ability over time of aboriginal firms within settlement areas to compete for and successfully complete government contracts.
- 7. Where there is no direct conflict with the provisions of a land claim, Parks or DND Cooperation agreement, the mandatory provisions of the Procurement Strategy for Aboriginal Business shall apply.
- 8. Legal advice should be sought where a contracting authority is uncertain about how to interpret or satisfy the requirements of an agreement in any specific case. In amending their procurement system, contracting authorities are encouraged to seek legal advice to ensure that the government's legal obligations are fulfilled and that the risks of legal consequences to the contracting authority from a failure of the system are minimized.

INQUIRIES

9. For further information about or assistance in implementing the policy, please contact the Contract Policy Division, Deputy Comptroller General Branch, Treasury Board of Canada Secretariat at (613) 957-4188.

Le secrétaire adjoint et contrôleur général adjoint Secteur de la gestion des finances, des marchés et des actifs,

R.J. Neville
Assistant Secretary and Assistant Comptroller General
Financial, Contract and Asset Management

Distribution/Diffusion: TB06, TB07, T004, T005, T009, T010, T023, T024, T035, T036, T038,



T040, T041, T161

December 10, 1997

CONTRACTING

The Policy requirements of this Appendix are mandatory. Guidelines in specific sections are included to provide interpretations and better application of the Agreements.

IMPLEMENTATION OF CONTRACTING OBLIGATIONS UNDER COMPREHENSIVE LAND CLAIMS AGREEMENTS POLICY

1.00 GENERAL

This appendix is issued to supplement the provisions of Section .4, Policy Requirements. It is intended to provide guidance to contracting authorities engaged in contracting activities for the provision of goods, services and construction in areas subject to Comprehensive Land Claims Agreements listed below. Where practicable and consistent with sound procurement management and the spirit and intent of the land claims agreements, contracting authorities should enhance the capacity of aboriginal suppliers from the land claims settlement areas to fulfil a larger amount of government contract requirements. Procurement activities shall be carried out in a manner that responds to the developing nature of each settlement area economy and labour force. In particular, contracting authorities shall take into account the current capacity and increased ability, over time, of aboriginal firms to compete for and to successfully complete government contracts. The contracting obligations articles in the specific sections extracted from Agreements are policy requirements. Contracting authorities should also note that bona fide set asides for aboriginal procurement established pursuant to comprehensive land claims meet the definition of minority and small businesses in the Schedules for Canada pursuant to the North American Free Trade Agreement and the World Trade Agreement. They are, therefore, exempt from the application of these trade agreements. Similarly, measures "adopted or maintained with respect to Aboriginal peoples" are also exempt from the Agreement on Internal Trade pursuant to article 18.0.2.

For specific land claims, National Park agreements and DND co-operation agreements contracting obligations refer to the appropriate section listed hereunder:

Section 1- James Bay and Northern Quebec Agreement

Section 1. James Bay and Northern Quebec Agreement - signed November 11, 1975 GENERAL - Crees and Inuit

The following section can be found in full in Section 28, Economic and Social Development - Crees, and in Section 29, Inuit Economic and Social Development, of the James Bay and Northern Quebec Agreement.

28.10 Cree Participation in Employment and Contracts

- 28.10.3 For projects initiated or conducted by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Cree communities the government shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects.
 - (a) in respect to employment on such projects, Canada and Québec shall inter alia:



- i) interpret requirements for various categories of jobs so that Cree people able to perform the work shall be deemed to be eligible;
- ii) advertise available jobs in the Cree community or in employment offices therein at the same time as such jobs are advertised to the general public;
- iii) o the extent permissible under government contract regulations hire a qualified Cree person before hiring a non-Native person for each available job;
- iv) provide Cree employees on the job training needed for job advancement.
- (b) in respect to contracts arising from such projects, including requirements that the proponents:
 - design contract packages to provide to the Crees a reasonable opportunity to submit competitive tenders;
 - ii) post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;
 - iii) set the date, location, terms and conditions for tendering so that Cree individuals or groups may reply with reasonable ease.
- 28.10.4 Québec and Canada shall take all reasonable measures, including but not limited to regulations, to establish priority to available and duly qualified local persons or entrepreneurs in respect to contract and employment created by development in the Territory.

28.12 Assistance to Cree Entrepreneurs

- 28.12.1 Canada and Québec shall, within the scope of services and facilities existing from time to time, provide assistance to Cree individuals or groups to establish, own, operate, expand or modernise business enterprises. Such services shall include assistance for feasibility studies, economic planning, obtaining of permits, job or management training, technical matters, funding equipment, physical plant and operations.
- 28.12.2 Within Cree settlements emphasis shall be given to enterprises in the service sector which will provide for an identifiable demand and which will create employment for Crees and economic benefit for the economy of the settlement as a whole through significant multiplier effects.
- 28.12.3 In general, assistance to Cree entrepreneurs shall expand, develop and diversify opportunities for Cree people to participate in and benefit from the economic development of the Territory, and particularly in those sectors where Cree skills and resources may contribute to such overall development, such as service enterprises, resource exploration, construction and maintenance work, and natural resource enterprises, the purposes of which is to exploit and protect the living and non-living resources of the Territory.

Canada through the Economic Development Program of the Department of Indian Affairs and Northern Development or its successor program shall provide economic and technical assistance to Cree individuals, groups or communities who wish to establish, own or operate commercial fisheries operations in the Territory and Québec shall take all reasonable measures to encourage such operations.

29.0 Inuit Economic and Social Development

29.0.31 For projects initiated or conducted by Canada or Québec or their agents, delegates, or contractors, and for projects by any proponent a major purpose of which to



provide goods or services to or for the benefit of Inuit communities the governments shall take all reasonable measures to establish Inuit priority in respect to employment and contracts created by such projects:

- (a) in respect to employment on such projects, Canada and Québec shall inter alia:
 - i) interpret requirements for various categories of jobs so that Inuit people able to perform the work shall be deemed to be eligible;
 - ii) advertise available jobs in the Inuit community or in employment offices therein at the same time as such jobs are advertised to the general public;
 - iii) to the extent permissible under government contract regulations hire a qualified Inuit person before hiring a non-Native person for each available iob:
 - iv) provide Inuit employees on-the-job training needed for job advancement.
- (b) in respect to contracts arising from such projects, including requirements that the proponents:
 - design contract packages to provide to the Inuit a reasonable opportunity to submit competitive tenders;
 - ii) post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware of such calls for tenders;
 - iii) set the date, location, terms and conditions for tendering so that Inuit individuals or groups may reply with reasonable ease.

GENERAL - Inuit

This section specifies the Inuit Contract Priority requirements found in the Agreement Respecting the Implementation of the James Bay and Northern Quebec Agreement (signed September 12, 1990), Annex A - Inuit Employment and Contract Priority.

1.0 OBJECTIVE

1.1 The objective of this policy is the continued implementation of the contract priority provisions of the James Bay and Northern Quebec Agreement (JBNQA) in relation to contracts created by projects initiated or conducted by the Crown or its agents, delegates, contractors or sub-contractors.

2.0 POLICY

- 2.4 The policies and implementing measures shall, to the greatest extent possible, be designed to achieve the following objectives:
 - (a) increase participation by Inuit firms in business opportunities in the economy of the Territory;
 - (b) enhance the ability of Inuit firms to compete for and obtain government contracts;
 - (c) award a fair share of government contracts in the Territory to qualified Inuit firms; and,
 - (d) employ Inuit at a representative level in the workforce of the Territory.



3.0 **DEFINITIONS**

- 3.1 "Bid Invitation": means to call publicly for bids;
- 3.2 "Bid Solicitation": means to request bids from a limited number of businesses based on some form of pre qualification or selection criteria;
- 3.3 "Crown": means the Government of Canada, which shall be deemed to include all departments and departmental corporations listed in Schedules I, I.1 and II, Part I of the Financial Administration Act, Chapter F-11, R.S.C. F-10,s.1;
- 3.4 "Government Contract": means any procurement contract between the Crown and a party other than the Crown, and includes:
 - i) contracts for the supply of goods;
 - ii) construction contracts;
 - iii) contracts for the supply of services; and,
 - iv) leases taken by the Crown.
- 3.5 "Inuit": means Inuit beneficiaries pursuant to the JBNQA;
- 3.6 "Inuit firm": means an entity which complies with the legal requirements to carry on business in Northern Quebec, and which:
 - is a limited company with, in the case of a share-capital company, at least 51% of the company's voting shares beneficially owned by one or more Inuit, or with, in the case of a non-share capital company, at least 51% of the voting members being Inuit, or which is a subsidiary of such limited company with at least 51% of the subsidiary's voting shares owned by the company;
 - ii) is a co-operative controlled by Inuit; or
 - iii) is a sole source proprietorship owned by Inuit; or a partnership, joint venture or consortium, at least 50% of which is owned by the Inuit.
- 3.7 "JBNQA": The James Bay and Northern Quebec Agreement entered into on November 11, 1975, as amended from time to time in accordance with paragraph 2.15 thereof;
- 3.8 "JBNQA Implementation Agreement (1990): Agreement respecting the implementation of the JBNQA between Her Majesty the Queen in right of Canada and Makivik corporation entered into on September 12, 1990
- 3.9 "Makivik": Makivik Corporation, the corporation established by the <u>Act to Establish the Makivik Corporation</u> (R.S.Q., ch. S-18.1), and constituted as the Inuit Native Party for purposes of the JBNQA pursuant to paragraph 1.11 thereof;
- 3.10 "Representative level of employment": means a level of Inuit employment in Northern Quebec that reflects the ratio of Inuit to the total population of the Territory;
- 3.11 "Territory": means the area in the province of Quebec north of the 55th parallel of latitude, as delineated in the JBNQA.

4.0 LIST OF INUIT FIRMS

4.1 Makivik, a corporation constituted as the Inuit Native Party for the purposes of the JBNQA, has the responsibility to prepare and maintain a comprehensive list of Inuit firms, which will include information on the goods and services those firms would be in a position to furnish in relation to actual or potential government contracts. Makivik shall



undertake the necessary measures to ensure that this data is maintained and updated on a continuous basis.

- 4.2 Makivik shall ensure that the List of Inuit Firms is provided to the federal government departments and agencies active in the Territory.
- 4.3 The List of Inuit Firms shall be used by Canada for purposes of requesting Inuit firms to participate in solicited bidding, but shall not restrict the ability of any Inuit firm to tender bids for government contracts, in accordance with Section 9 below.

5.0 CONTRACTING PROCEDURES

5.1 Canada shall, upon the request of Makivik, provide reasonable assistance in familiarising Inuit firms with the contracting procedures of the Crown.

6.0 PLANNING OF GOVERNMENT CONTRACTS

- 6.1 In the planning stage of government contracts for the provision of goods, services, construction, or leases in the Territory, contracting authorities shall undertake all reasonable measures to provide opportunities to qualified Inuit firms to compete for and obtain such contracts. These measures will include, but are not necessarily limited to:
 - (a) setting the date, location, and terms and conditions for bidding so that Inuit firms may readily bid;
 - (b) inviting bids by commodity groupings to permit smaller and more specialised Inuit firms to bid;
 - (c) permitting bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialised Inuit firms to bid;
 - (d) designing construction contracts in a way so as to increase the opportunity for smaller and more specialised Inuit firms to bid; and,
 - (e) avoiding artificially inflated employment skill requirements not essential to the fulfilment of the contract.

7.0 BID EVALUATION CRITERIA

- 7.1 Whenever practicable and consistent with sound procurement management, all of the following criteria, or as many as may be appropriate with respect to any particular government contract, shall be included in the bid evaluation criteria established by the contracting authority for the awarding of government contracts in the Territory:
 - (a) the contribution by Inuit in carrying out the contract, which will include, but shall not be limited to, the employment of Inuit labour, the engagement of Inuit professional services or the use of Inuit suppliers;
 - (b) creation of permanent head offices, administrative offices or other facilities in the Territory; and,
 - (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for the Inuit.

8.0 BID SOLICITATION

- 8.1 Wherever practicable and consistent with sound procurement management, contracting authorities will first solicit bids from within the Territory.
- 8.2 Where the Crown intends to solicit bids for government contracts in the Territory, the contracting authority will make all possible attempts to award contracts to qualified Inuit



firms.

- Where the Crown intends to solicit bids for government contracts in the Territory, the contracting authority shall take all reasonable measures to determine if there are Inuit firms qualified to perform government contracts.
- 8.4 Where it is determined that there is a single firm within the Territory qualified to perform a government contract, the contracting authority will solicit that firm to submit a bid for the government contract. The contract may be awarded upon negotiation of acceptable terms and conditions.
- 8.5 Where the Crown intends to solicit bids from more than one qualified firm within the Territory, the contracting authority shall take all reasonable measures to determine if there are Inuit firms qualified to perform the government contract, and shall solicit bids from those Inuit firms.
- 8.6 Where a contract has been awarded it is the responsibility of the contracting authority to ensure that the contract document contains appropriate terms and conditions to make certain that sub-contractors to the contractor are also subject to the intent and the specific provisions of the contract.

9.0 BID INVITATION

- 9.1 Wherever practicable, and consistent with sound procurement management, contracting authorities will first invite bids from within the Territory.
- 9.2 Where the Crown intends to invite bids for government contracts to be performed in the Territory, contracting authorities shall take all reasonable measures to inform Inuit firms of such bids, and to provide Inuit firms with a fair and reasonable opportunity to submit bids.
- 9.3 Where the Crown intends to invite bids for government contracts to be performed in the Territory, the Bid Invitation process shall take into account the Bid Evaluation Criteria found in section 7 above.
- 9.4 Where a contract has been awarded, it is the responsibility of the contracting authority to ensure that the contract document contains appropriate terms and conditions to make certain that sub-contractors to the contractor are also subject to the intent and the specific provisions of the contract.



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*. I 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.

datory Information /Informations obligatoires * Complete Legal Name of Co	ompany /Dénomination complète de l'entreprise
* Operating I	Name /Nom commercial
* Company's address / Adresse de l'entreprise	* Type of Ownership / Type d'entreprise
	☐ Individual / Individuel
	Corporation / Corporation
	☐ Joint-Venture / Coentreprise /
* Board of Directors/ Mo	embres du conseil d'administration ²
(Or provide the list as an attach	ement / Ou mettre la liste en pièce-jointe)
First name / Last Name / Prénom Nom	Position (if applicable)/ Position (si applicable)

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.

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.



Y	-		
		N.	



ANNEX G Work Experience

	WORK EXPERIENCE TEMPLATE
Name of the Resource	
Education	A
Relevant Certification	
	E.G. EXPERIENCE #1 (repeat for each different work experience
Name of the organisation the work was performed for;	
Title of the Project/work or contract name;	
Description of the work provided, including role and responsibilities 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 reference who will confirm the information supplied by the Bidder	
	EXPERIENCE #2 (repeat for each different work experience)



ANNEX H Letter of Availability

I[insert name], confirm that I am willing and available to perform the Work as required be Canada's representatives and at the time specified in the bid solicitation, and that I am willing to undergo any required training to do the work.
I further confirm that[insert name of Bidder] has the authorization to provide my name as a resource in its bid for the Weather Observation Services Contract.
Name and Signature
Date