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| <p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada</p> <p>Hard Copy: Environment Canada Queen Square Building 16th Floor Mail Room 45 Alderney Drive Dartmouth, NS B2Y 2N6</p> <p>Electronic Submission: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: Environnement et Changement climatique Canada</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p> | <p>Title Weather Observations Services at St. John's West Newfoundland & Labrador</p> | |
| | <p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000040112</p> | |
| | <p>Date of bid solicitation/Date de la demande de soumissions 2018-11-19</p> | |
| | <p>Bid solicitation closes - La demande de soumissions prend fin</p> <p>at – à 2:00 P.M. on – le 2018-12-10</p> | <p>Time Zone – Fuseau horaire Atlantic Standard Time</p> |
| | <p>F.O.B – F.A.B Destination</p> | |
| | <p>Address Enquiries to - Adresser toutes questions à Jennifer Legere Email: jennifer.legere@canada.ca</p> | |
| | <p>Telephone No. – N° de téléphone 902-426-9940</p> | <p>Fax No. – N° de Fax N/A</p> |
| | <p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See Statement of Work herein</p> | |
| | <p>Destination - of Services / Destination des services Environment and Climate Change Canada See herein.</p> | |
| | <p>Security / Sécurité There are security requirements associated with this solicitation. See herein.</p> | |
| <p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p> | | |
| <p>Telephone No. – N° de téléphone</p> | <p>Fax No. – N° de Fax</p> | |
| <p>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)</p> | | |
| <p>Signature</p> | <p>Date</p> | |

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TITLE: AEROLOGICAL and SURFACE WEATHER OBSERVATIONS

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, Evaluation Criteria 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 and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Integrity Regime Form, the Work Experience Template the Letter of Availability and Willingness to perform the Work, and the Former Public Servant – Competitive Bid Form.

2. Summary

2.1 Environment and Climate Change Canada has a requirement for ongoing Weather Observation Services in St. John's West, as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of award for three (3) years plus three (3) additional one (1) year option periods. The Contractor's main responsibilities will be to prepare the instruments, release the balloons twice each day and ensure the prompt transmittal of the data. The work will also involve the management and provision of personnel to conduct the observing, recording, encoding and transmitting Aerological and Surface Weather and Supplementary programs.

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, 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>).

Note that on February 1, 2017, Public Services and Procurement Canada (PSPC) implemented the new mandatory criminal record check process, which requires electronic fingerprinting. Learn when mandatory electronic fingerprints are required and why the Contract Security Program implemented this change.

<https://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/empreintes-obligatoire-mandatory-fingerprints-eng.html>

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

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 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

The requirement is exempt from the North American Free Trade Agreement (NAFTA), Excluded Coverage, Annex 1001.1.b-2 Services, Section B, R102, Weather Reporting Observations Services.

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 (2018-05-22) 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 and Climate Change Canada (ECCC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

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

Delete: 60 days

Insert: 120 days

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada (ECCC)”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada (ECCC)”

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”

1.1 PWGSC SACC Manual Clauses

1.1.1 A7035T (2007-05-25) List of Proposed SubContractors

If the bid includes the use of subContractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subContractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2. Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to ECCC will **NOT** be accepted.

Bids are to be directed only to the bid receiving address specified. ECCC will **NOT** assume responsibility for bids directed to any other location.

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

- The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies or 1 electronic copy in .pdf format)

Section II: Financial Bid (2 hard copies or 1 electronic copy in .pdf format)

Section III: Certifications (2 hard copies or 1 electronic copy in .pdf format)

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

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.

Note for electronic submission of bids:

Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Jennifer Legere
Solicitation Number: 5000040112

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than **15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit. Bids sent by fax will not be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 Canadian funds and in accordance with the Basis of Payment/Financial Bid Evaluation Sheet in Annex B. The total amount of Applicable Taxes must be shown separately. All information relating to price must appear only in the financial bid. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.
- 1.2 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES, TECHNICAL AND FINANCIAL BID EVALUATION CRITERIA, AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Introduction

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients external to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

1.2 Evaluation Process

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into four stages:

- i. Evaluation of compliance with the Mandatory Technical Evaluation Criteria
- ii. Evaluation of the Point-Rated Technical Evaluation Criteria
- iii. Evaluation of the Financial Bid
- iv. Basis of Selection of the winning bidder

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

2. Technical Evaluation Criteria

Proposed resources may be employees of the Bidder or employees of a subContractor, or these individuals may be independent Contractors to whom the Bidder would subcontract a portion of the Work

For bid evaluation criteria where the experience of proposed resources is provided, Bidders are advised that the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience. For example: Project 1 time frame is July 2001 to December 2001; Project 2 times frame is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months.

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

2.1 Mandatory Technical Evaluation Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

| | Compliant (Yes / No) |
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| <p>M1. In its bid, the Bidder must designate one (1) station manager resource and two (2) support resources (three (3) resources in total). To demonstrate it meets this requirement the Bidder must provide:</p> <ul style="list-style-type: none"> i. Name of the resource and; ii. Identify the role of the resource whether it is a station manager or support resource. | |
| <p>M2. 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.</p> <p>The Bidder must do this using the template provided under Annex G, Letter of Availability and Willingness to perform the Work under the Contract, for each of the proposed resources.</p> | |
| <p>M3. Each of the proposed resources must hold a valid driver’s license. The Bidder must provide in their bid a copy of the Driver’s license for each of the proposed resources.</p> | |
| <p>M4. Each of the proposed resources must hold a secondary school (High School) Diploma or equivalent, which must be included in Annex F.</p> | |
| <p>M5. Each proposed resource must have knowledge of computers and Windows operating systems.</p> <p>The Bidder must describe the resources’ experience in the resumé.</p> | |
| <p>M6. For each of the proposed resources, the Bidder must provide a resume using the work experience template (Annex F). This template will be used to evaluate each resource. The following information should be provided:</p> <ul style="list-style-type: none"> a. Name of the resource; b. Education; c. 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); h. End date (specify month and year); | |

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| <p>i. Total number of year; including if the work is still in progress;</p> <p>j. Name and contact information (phone number, e-mail) of a reference who will confirm the information supplied by the Bidder. This cannot be the resource identified above.</p> | |
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2.2 Point-Rated Technical Evaluation Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

For the bid to be valid, the Bidder must obtain a minimum pass mark of 178 points score within the technical evaluation based on the following grid. Bids that obtain less than 178 points will be considered non-responsive.

* note 1: for criteria R1 – R4, partial marks (refer to note 2) will be awarded if the rated element is addressed in the Bidder’s plan, but not in a sufficiently detailed manner, or where minor but observable weaknesses are identified. Consequently, the plan provides a reasonable but not a high level of assurance that activities will be carried out successfully.

* note 2: for criteria R1-R4, for elements rated out of a maximum of 20 points, 10 points will be awarded for partial marks. For elements rated on a 10 point basis, partial marks of 5 points will be awarded. Zero marks will be awarded for bids where an element is addressed, but where major weaknesses or flaws are identified, or where important information is missing altogether from the bid.

| TECHNICAL EVALUATION CRITERIA | | | |
|--|---|--------------|----------|
| Awarded Score | Point Allocation | Score/rating | Comments |
| R1. Plan for the Execution of the Observation program (30 points) | | | |
| 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, and 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) | | |

| R2. Plan for the execution of the Maintenance Work. (35 points) | | | |
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| 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, met supply inventory check, including monthly Occupational Health and Safety (OHS) report. (20 points) | | |
| | The Bidder's plan includes a detailed description on how it plans to perform snow clearing at the entrance of the station after each snowfall. (5 points) | | |
| | The Bidder's plan includes a detailed description how it plans to execute repairs in the event of equipment breakdown or failure. (5 points) | | |
| | The Bidder's plan includes a detailed description how it plans to perform regular grass cutting around the compound, cleaning and other tasks identified in the statement of work. (5 points) | | |
| R3. 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 of observations. | The Bidder's plan provides a detailed schedule of quality assurance tasks, including the production of monthly error reports, performance log and how anomalies will be tracked and reported following incomplete observations. (20 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 tasks. (10 points) | | |
| R4. Personnel Allocation Plan (20 points) | | | |
| The Bidder should describe its plan for allocating personnel who are tasked to perform the duties 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 a resource 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) | | |
| R5. Occupational Health and Safety (OHS) Plan.) (50 points) | | | |
| The Bidder should provide a detailed Occupational | A clear, unambiguous Health and Safety policy statement of principles and general rules that will serve as a guide for | | |

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| <p>Health and Safety (OHS) Plan.</p> | <p>action that includes:</p> <ul style="list-style-type: none"> • Management commitment to protect the safety and health of employees • Objectives of the program • General responsibilities of all employees • Promoting safety awareness in the workplace and how health and safety will not be sacrificed for expediency • Enforcing health and safety regulations and how unacceptable performance of health and safety duties will not be tolerated <p>(25 points – 5 points for each item listed above)</p> <p>The Bidder should provide an Occupational Health and Safety OSH Plan that identifies the following elements:</p> <ul style="list-style-type: none"> • Safe work procedures while working alone on station • Training (U/A, WHMIS, TDG) • Reporting and investigating accidents/incidents • Emergency procedures which include local emergency contact information • Workplace specific items (use of PPE, safe work procedures , reporting unsafe acts and unsafe conditions) <p>(25 points – 5 points for each item listed above)</p> | | |
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| R6. Bidders Corporate Experience (35 points) | | | |
|--|---|--|--|
| <p>Demonstrate that the Bidder has experience working with the public sector. Bidder must provide the following information: Name of organization, Title of project/contract, contract description and start and end date.</p> | <p>One (1) point for each year of substantial experience up to a maximum of ten (10) points.</p> <p>Projects with a duration of less than one (1) year will not accepted.</p> | | |
| <p>The Bidder should demonstrate its experience in administering similar contracts (e.g. aerology, meteorology or aviation).</p> | <p>Five (5) points for each year administering similar contracts, up to a maximum of twenty-five (25) points.</p> <p>* 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.</p> | | |

| | | | |
|--|---|--|--|
| R7. Experience of the Delegated Station Manager (25 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, coordination or management of similar contracts of aerology and meteorology as identified in Annex A | One (1) point for each year of substantial experience up to a maximum of ten (10) points . Experience of less than one (1) year will not be given any points | | |
| Holds a certification as an operator in aerology or meteorology | Five (5) points: Current Certification; Two (2) points Expired Certification; 0points No Certification | | |
| R8. Experience of the proposed contract personnel (30 points) | | | |
| Proposed Contract Resource #1 (15 points) | | | |
| Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A | One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource . Experience of less than one (1) year will not be given any points | | |
| Holds a certification as an operator in aerology or meteorology | Up to Five (5) points for proposed resource: Five (5) points: Current Certification; Two (2) points Expired Certification; Zero (0) points No Certification | | |
| Proposed Contract Resource #2 (15 points) | | | |
| Demonstrate experience in the performance of similar contracts of aerology and meteorology as identified in Annex A | One (1) point for each year of substantial experience up to a maximum of ten (10) points per resource . Experience of less than one (1) year will not be given any points | | |
| Holds a certification as an operator in aerology or meteorology | Up to Five (5) points for proposed resource: Current Certification; Two (2) points Expired Certification; zero (0) points No Certification | | |
| Minimum Pass Mark | 178 points | | |
| Total Score | 255 points | | |

3. Evaluation of the Financial Bid

Once the technical evaluation scores are established for all bids, the Financial Bid will be opened and evaluated by the Contracting Authority. The technical scores will not be changed once the financial bids are opened.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The Total Bid Price for Evaluation will be established as per Annex B – Basis of Payment/ Financial Bid Evaluation Sheet. Bidders must complete all cells within Annex B in order for their bid to be deemed responsive. *Note: a cell cannot remain blank.* If an amount of \$0.00 or NIL is provided in the Bid for a portion of the Work, the Bidder must understand that all related work must be performed for the dollar value indicated in the Bid (i.e. \$0).

The financial bid will be the total combined costs of all columns listed in Annex B – Basis of Payment - Table 1.1, Table 1.2, Table 1.3, Table 1.4, Table 1.5 and Table 1.6.

Failure to complete Annex B – Financial Bid Evaluation Sheet and Basis of Payment, as per the instructions above, will render the bid non-responsive.

4. Basis of Selection

Highest combination of technical merit and price (50%) and Price (50%)

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation
 - (ii) meet all mandatory technical evaluation criteria
 - (iii) obtain the required minimum of 178 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 255 points;
- (a) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (d) 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 bid obtaining the highest technical evaluation shall be awarded 50 points; all other bids deemed acceptable shall be prorated.

The lowest technically eligible financial bid will be awarded 50 points; all other technically eligible bids will be prorated.

The sum of the technical and financial scores is used to determine the final score. The contract will be awarded to the firm obtaining the highest overall score. Where several bids are equal, the one with the highest technical rating will be selected.

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{255} \times 50\% = \text{XXX}$$

$$\text{Financial Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 50\% = \text{XXX}$$

$$\text{Total Score} = \text{Technical Score} + \text{Financial Score}$$

Example of calculation

| | | Bidder 1 | Bidder 2 | Bidder 3 |
|-------------------------|-----------------------|-----------------------------|-----------------------------|-----------------------------|
| Overall Technical Score | | 178 | 200 | 225 |
| Bid Evaluation Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $178/255 \times 50 = 34.90$ | $200/255 \times 50 = 39.22$ | $225/255 \times 50 = 44.12$ |
| | Pricing Score | $45/55 \times 50 = 40.91$ | $45/50 \times 50 = 45$ | $45/45 \times 50 = 50$ |
| Combined Rating | | 75.81 | 79.31 | 95.11 |
| Overall Rating | | 3rd | 2nd | 1st |

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. The Bidder must complete the attached "List of Names for Integrity Verification Form" found in Annex – F.

1.2 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.

The Bidder must complete the attached "Former Public Servant – Competitive Bid Form" found in Annex – H.

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 Education and Experience

SACC Manual Clause A3010T (2010-08-16) Education and Experience

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

The successful Contractor MUST:

1.1 Before award of a contract, the following conditions must be met:

- (i) the Bidder must hold a valid 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;

1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

1.3 For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 Bidders are advised that, on February 1, 2017, Public Services and Procurement Canada (PSPC) implemented the new mandatory criminal record check process, which requires electronic fingerprinting. Learn when mandatory electronic fingerprints are required and why the Contract Security Program implemented this change.

<https://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/empreintes-obligatoire-mandatory-fingerprints-eng.html>

2. Insurance Requirements

PWGSC SACC Manual clause G1007T (2016-01-28) Insurance – Proof of Availability Prior to Contract Award

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 Annex D, Insurance Requirements.

The Bidder is not required to purchase the insurance until in receipt of Notification of Contract award through a letter of intent.

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

PART 7 - RESULTING CONTRACT

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

Title: Aerological and Surface Weather Observations Services at St. John's West, Newfoundland & Labrador

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

General conditions 2035 is 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 14 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 15 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 20 Copyright

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.”

2.2 Specific Person(s) *(To be inserted upon contract award)*

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

Station Manager (Observer 1):

Observer 2:

Observer 3 (“back-up”):

3. Security Requirement

1. The Contractor and its personnel must, at all times during the performance of the Contract, hold a valid **RELIABILITY STATUS**.
2. The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
3. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex ‘C’;
 - b. *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

A9022C (2007-05-25) Period of the Contract

The period of the Contract is from January 1 2019 to December 31 2022 inclusive.

4.2 Option to Extend the Contract

A9009C (2008-12-12) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s), under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

A0078C (2008-05-12) Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of six (6) months under the same conditions to ensure the required transition. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Legere
Environment Canada
45 Alderney Drive
Dartmouth, NS
B2Y 2N6
Telephone: 902-426-9940
Email address: jennifer.legere@canada.ca

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

5.2 Project Authority – to be announced upon contract award

The Project Authority for the Contract is:

Will be identified at contract award.

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

5.3 Technical Authority – to be announced upon contract award

The Technical Authority for the Contract is:

Will be identified at contract award.

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

5.3 Contractor's Representative – to be announced upon contract award

Will be identified at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants - if applicable

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

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

7.1.1 Limitation of Expenditure

7.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

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

whichever comes first.

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

7.2 Terms of Payment

H1008C (2008-05-12) Monthly Payment

7.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

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

Each invoice must be supported by:

- Monthly Aerological Station Record
- Monthly Stock Report
- Cost Reimbursable Receipts, if applicable

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 23, Sec. 5.2, Technical Authority, of the Contract for certification and payment.

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 Newfoundland and Labrador.

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2035 General Conditions - Higher Complexity – Services (2018-06-21) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) Annex E, Supplier list of names;
- (h) Annex F, Work Experience Template
- (i) Annex G, Letter of Availability and Willingness to perform Work;
- (j) Annex H, Former Public Servant Certification;
- (k) the Contractor's bid dated _____, as clarified on _____ or as amended on _____.

12. Government Site Regulations

A9068C (2010-01-11) Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex 'D'. 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.

14. Shipment of Hazardous Goods

PWGSC SACC Manual clause B1505C (2016-01-28) Shipment of Hazardous Materials

The Contractor must label and ship dangerous goods/hazardous products falling within the [Transportation of Dangerous Goods Act](#), 1992, c.34 and the [Hazardous Products Act](#), R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

**ANNEX A
STATEMENT OF WORK
Weather Observation Services at St. John's West, Newfoundland & Labrador**

SUMMARY

Environment and Climate Change Canada (ECCC) operates thirty-one (31) 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.

APPLICABLE DOCUMENTS

Manual of Upper Air Observations (MANUPP):
http://web.unl.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.

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 St. John's West Upper Air Station, as described in Section 4, Annex A, and Appendices 1 through 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), the Navaid Operators Manual., 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, seven days a week for the duration of the contract. 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 10:30 - 13:30 UTC and the evening period is 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 | |
|--|---|
| DESCRIPTION | UNIVERSAL COORDINATED TIME (UTC) |
| Begin instrument preparation | 10:30 |
| Aerological release and start the survey | 11:15 |
| Completion of survey | 13:15 |
| Survey ends automatically/ Complete post flight work | 13:30 |
| EVENING | |
| Begin instrument preparation | 22:30 |
| Aerological release and start the survey | 23:15 |
| Completion of survey | 01:15 |
| Survey ends automatically/ Complete post flight work | 01:30 |

A second release may be required due to equipment malfunction, early balloon burst or should the balloon not reach 400 hPa (approximately 8,000 meters or twenty-five (25) minutes after release) or as prescribed by Environment & Climate Change Canada. A second release can be made up to and including 13:45 UTC and/or 01:45 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.

Releases must not be attempted in advance of 11:15 UTC for the morning observation period or in advance of 23:15 UTC for the evening observation period. If a release is made prior to these specified times payment reduction 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-five (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, payment reduction for non performance may apply. **See Appendix 2 to Annex A.**

1.1 DETAILS OF DATA COLLECTION

- A. **Balloon Filling:** Balloon filling requires the careful laying out of the aerological balloon on an inflation table and inspecting it for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is attached to the 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 Technical 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. **Instrument Preparation:** The radiosonde instrument must be unpacked and inspected for damage or other deficiencies or problems. The individual sensors must be positioned and hooked up to the ground check station. The pressure calibration tape is matched to the instrument to be released and will be passed through the ground equipment paper tape reader or manually entered by the contract resource. Once activated, the radiosonde instrument is placed outdoors in order to acclimatize to current weather conditions.
- D. **Release:** The standard hours for aerological observations are considered to be 10:30 UTC and 22:30 UTC. Prior to the scheduled time of release, the instrument must be attached to the balloon and the balloon and instrument released. Every effort MUST be made to release the instrument package at the standard hour of observation minus forty-five (45) minutes. For morning flights this must be at 11:15 UTC; and for afternoon flights, release must be at 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. **Delayed release:** 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, payment reduction for non performance may apply. **See Appendix 2 to Annex A.**
- F. **During the Ascent:** 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. **Post- Flight:** Following the termination of the ascent, the observer must ensure that all data is processed and that the transmission of all data is complete. Archive data must be forwarded to Headquarters as instructed by the designated Technical 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. **Second or Additional Releases:** 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 (400 hPa or 25 minutes after release) or as prescribed by ECCC. A second release can be made up to and including 13:45 UTC and/or 01:45 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.
- I. **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". Payment reduction for non performance will not apply in the event that DELAYED or MISSING aerological messages are caused by equipment malfunction, weather conditions, early balloon burst, second releases, and/or a communication system failure. Factors contributing to DELAYED or MISSING observations must be clearly detailed and submitted to the Stony Plain service desk and Project Authority by email within thirty (30) minutes of the occurrence.

Payment reductions for non-performance :apply for delayed or missing observations resulting from the contract resources failing to attend the work site for any reason other than the occurrence of specific conditions. Please refer to **Appendix 2 to Annex A** for the list of conditions.

- J. 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.

2. 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 or the Technical Authority 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.
- 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 cylinders, meteorological records and computer components. ECCC will be responsible for shipping costs.
- D. **Routine Equipment Maintenance:** At the request of an Technical Authority , the Contractor must, while completing its aerological duties, perform routine maintenance of meteorological equipment supplied to the station. This will include verifying the accurate operation of the equipment and notifying the appropriate technical authority or agent if repair or replacement of the equipment is required, winding and setting of clocks and other routine maintenance that will not cause the Contractor to invoice for additional work.
- E. **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 technical or project authority. 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 at the hourly rate identified as and requested work in the basis of payment for the actual time worked.
- F. **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)

3. LOCATION OF THE WORK

The work must be performed at the ECCC St. John's West Upper Air Station and cannot be performed remotely. The Station location: St. John's West, NL.

St. John's West Upper Air Station Facilities:



St. John's West Aerial Map: 47.51°N 52.78°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 information must be operational for the duration of the contract and which will be monitored during the times when the station is not attended.
- 1.1.2. The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with Hydrogen gas according to the established safe work practices and procedures.
- 1.1.3. The Contractor must release the radiosonde and balloon assembly and monitor the sounding equipment to ensure the successful transfer of data from the radiosonde to the computer equipment.
- 1.1.4. The Contractor must monitor the computer equipment software to ensure the data bulletins are successfully transmitted and also successfully received by the Meteorological Service of Canada's telecommunications network.
- 1.1.5. The Contractor must ensure all equipment is used and maintained according to instructions and not be subject to neglect or abuse by the Contractor or contract resources.
- 1.1.6. The Contractor will not be responsible for the loss of or damage to the equipment supplied by Environment & Climate Change Canada unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract resources. The Contractor or resources will immediately report any defects or damage to the supplied equipment to the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939.
- 1.1.7. The Contractor will ensure that the location, siting, and/or changes of all supplied meteorological equipment, sensors and instruments is not to be undertaken without prior approval of the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939.
- 1.1.8. The Contractor and contract resources must strictly follow the proper communications protocol as provided by ECCC. The communications equipment must 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 Technical Authority or designated representative.
- 1.1.9. The Contractor must properly store instruments and supplies. The Contractor will be required to pack for shipment items such as helium cylinders and computer components, as and when required. Storage space is be provided by ECCC.
- 1.1.10. 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.
- 1.1.11. The Contractor must requisition, annually, all meteorological supplies, forms, charts and other items from the technical authority, ECCC is responsible for the cost of the meteorological supplies including shipping costs
- 1.1.12. The Contractor must report to the ECCC technical authority via telephone or email whenever a shipment of supplies has been received on site or when a shortage of supplies is foreseen.

- 1.1.13. The Contractor must report any issues with the operation of the equipment or facilities to the technical Authority as soon as they are noted.
- 1.1.14. The Contractor must consult with the technical authority prior to attempting unscheduled maintenance or repairs on meteorological sensors or other station equipment.
- 1.1.15. The Contractor must return to ECCC, upon termination of the contract, all equipment and unused meteorological equipment and supplies made available to the Contractor for the performance of the contracted services. 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 or 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 Technical Authority, any defects or damage to the supplied equipment.
- 1.1.17. The Contractor (assisted by an ECCC representative) must participate in an inventory check of all equipment, instruments and supplies both at the commencement and closure of the contract.
- 1.1.18. The contractor agrees that all information gathered, materials collected, and reports produced, must be the sole property of the Canada. The Contractor will not publish or in any way use the said information or data, material or reports, without the express and prior written approval of the Technical and Project Authorities.
- 1.1.19. The Contractor must forward original meteorological records and/or electronic files in a timely manner as specified by the Project Authority. Legible copies of all meteorological records and electronic files must be retained on station for a period designated by the Technical Authority. All postage will be paid by ECCC. Approved electronic forms may be used in place of paper forms.
- 1.1.20. The Contractor must, no later than five (5) days after the last calendar day of the month, submit a monthly Aerological Station Record that includes the following information:
 - Quality Control Report - to include observer performance summary, radiosonde rejection information, ground equipment summary, and a narrative describing the overall functioning of the station for the past month.
 - Station Equipment Checklist - to include fire extinguisher checks, emergency light checks, eye wash station checks
 - Occupational Health and Safety Report –Appendix 1 to Annex A - ensure the Health and Safety checklist is completed and current.
 - Stock Report - report accurate inventory of meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items).
 - Daily Log files of equipment including the weekly, monthly and quarterly checks.

The monthly aerological Station Record is a condition precedent to the right of the Contractor to receive payment. An approved electronic form must be utilized and emailed to a designated Email address.

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

- 1.1.23. 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.
- 1.1.24. 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.
- 1.1.25. The Contractor must ensure the weather observing station and associated facilities are operated and maintained in an environmentally responsible manner.
- 1.1.26. 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.
- 1.1.27. When requested, the Contractor or his designated Station Manager must meet with an ECCC representative on-site.
- 1.1.28. The Contractor is responsible for housekeeping and 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. The cost for these materials is to be included in the firm, all-inclusive rates provided in the Basis of Payment.
- 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. The cost of these supplies is to be included in the firm, all-inclusive rates provided in the Basis of Payment.
- 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 Technical Authority. The Contractor must immediately notify the Technical 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 **Stony Plain Service Desk** at the following number: **1-877-292-0939**. 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 and internet 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. Where required, spare equipment will be supplied. The Contractor must use this equipment solely for the purpose of collecting, transmitting or archiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
- 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. The Contractor will ensure all equipment is kept clean and operational as well as maintain the equipment according to the applicable instrument manual and/or instructions received from the Technical Authority. A complete detailed listing of specific station equipment and instruments will be made available from the Technical authority upon commencement of the term of the Contract. Listing of the meteorological equipment specific to the station:
- a. **Barometer** - A digital station barometer for use in determining atmospheric pressure. ECCC will install equipment inside the office facility. The Contractor will ensure all equipment is kept clean and free of dust.
 - b. **Precipitation Measuring Gauges** – used for measuring amounts of liquid, precipitation or water content of snow. The receiving instruments are located outdoors in the meteorological instrument area. These include a Type B Rain Gauge, a Nipher Snow Gauge and snow rulers.
 - c. **Recording Rain Gauge** – used for measuring rainfall intensity. The receiving instrument is located outdoors in the meteorological instrument area. Data are gathered by the receiving instrument and is transmitted via cable to a data logger.
 - d. **Stevenson Screen** – housing temperature and temperature extreme measuring equipment (mercury and alcohol filled thermometers). Stand is mounted outdoors in meteorological instrument area.
 - e. **Wind Speed Direction & Detection** – Detecting instruments are mast-mounted outdoors and information gathered by these is transmitted via cable to indoor mounted indicating instruments.
 - f. **Instrument Cabinets** – used to house indicating and recording equipment. The cabinet is located indoors.
 - g. **Communication Equipment.**
 - h. **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.
 - i. **Aerological Balloon Inflation Facilities** – used to inflate balloons with hydrogen for upper air soundings. The actual helium storage equipment makes up part of this and is in the form of individual gas cylinders stored within the inflation room.
 - j. **Helium** – used a backup lifting gas to hydrogen. Helium is provided in the form of cylinders which are shipped at no cost to the Contractor.

- 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.

2. RULES OF CONDUCT

- 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 and that no other work or recreation is carried out on the premises by the Contractor unless approved by the project and technical authorities.
- 2.2 The Contractor will ensure that no other commercial business, other than that of Canada or that approved by the project and technical authorities, is undertaken by contract resources while on the provided premises.
- 2.3 The Contractor or contract resources must not engage in any commercial activities utilizing Environment & Climate Change Canada products available over the supplied communications system or using data collected as part of the weather observing contract.
- 2.4 The Contractor must not use the weather station facilities for temporary or permanent living or sleeping quarters nor temporary or permanent storage or personal property.
- 2.5 The Contractor agrees that all information gathered, materials collected and reports produced will be the sole property of Canada. The Contractor will not publish or in any way use the said information or data, material or reports without the express and prior approval in writing of the project or technical authority.
- 2.6 The Contractor must ensure that no alcoholic beverages or illegal drugs, or cannabis or cannabis products are brought onto the station property.
- 2.7 The Contractor must ensure that no resources under the influence of alcohol, cannabis or illegal drugs or impeded by prescription drugs performs the duties of an observer. Staff impaired or impeded by prescription drugs must not take weather observations.
- 2.8 The Contractor and contract resources must follow the proper communications protocol as defined by ECCC's Policy on the Use of Electronic Networks (to be provided at contract award). The weather station communications services must only be used for the transmission of weather information, reporting of instruments defects or failures, or 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.
- 2.9 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. All costs associated to any misuse will be the Contractor's responsibility. Failure to comply with Environment & Climate Change Canada policy on IT Security may constitute grounds for immediate decertification of the contract resource involved and possible termination of the contract.
- 2.10 The Contractor or contract resources must not involve the weather station in any local issues or other forms of current events, nor shall they represent Canada to other parties. Requests for comment from

- the media or other representatives of public or private groups must be directed to the Project Authority.
- 2.11 The Contractor, or contract resources, must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products.
- 2.12 The Contractor and contract resources must co-operate in a professional, courteous and civil manner with the Project and technical authorities, 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.
- 2.13 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.
- 2.14 The Upper Air Station is a Federal Workplace therefore smoking is not permitted inside the buildings.
- 2.15 Failure to abide by these rules of conduct may result in the loss of qualification of any contract observer and/or the termination of the contract.

3. CONTRACT PERSONNEL REQUIREMENTS

3.1 REQUIREMENTS

- 3.1.1 The Contractor must be responsible for the provision 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 Contractor must designate one of the three contract resources listed above as the Station Manager.
- 3.1.3 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 is also mandatory. This must be identified in the CV of each proposed employee and included in the bidder's bid.
- 3.1.4 The Contractor must ensure all aerological observations are recorded, coded and transmitted by contract resources trained and/or certified by ECCC.
- 3.1.5 An observer's qualification will lapse as per the Aerological Qualification Policy if the observer does not complete one Aerological observations in a sixty (60) consecutive day period; The Contractor must designate one (1) of the three (3) or more observers listed above as the Station Manager. The designated station manager must have a minimum one (1) year prior upper air experience.
- 3.1.6 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 letters signed by the candidate(s) indicating his or her willingness to work for the Contractor and undergo the necessary training and reliability status security clearance.
- 3.1.8 ECCC may refuse any proposed contract resources that the project or technical 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 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 All observers and designated station manager must undergo Departmental Personnel Security Screening and obtain Approved Reliability Status prior to the commencement of Upper Air training. Note this process may take up to 180 days.
- 3.1.11 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.
- 3.1.12 At the discretion of the ECCC project or technical 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.
- 3.1.13 ECCC may issue Government Contractor ID cards to all Contractor personnel identified in the proposal. The ID cards must be in the possession of Contractor personnel while at the site and must be produced for scrutiny upon the request of other government officers.
- 3.1.14 The Government Contractor ID cards must be returned to the project or technical authority immediately upon termination of the Contract or upon an observers site authorization being revoked.
- 3.1.15 The Contractor will be responsible for the cost of obtaining and renewing other security passes and ID cards as required by airports and or other site requirements.

3.2. Observer Training

- 3.2.1 If the contract resources have not been previously trained and site authorized by a representative of ECCC, the Contractor is responsible for making all arrangements for these resources to proceed to Stony Plain, Alberta, to successfully complete the Aerological Observers course prior to reporting to the weather station.
- 3.2.2 All costs related to contract resources training in Stony Plain will be the sole responsibility of the Contractor. These costs include but are not limited to: resource salary, travel, meals, accommodations and transportation to/from the training facility.
- 3.2.3 ECCC will provide the services of a qualified aerological Instructor to present the aerological Observing course. For the purpose of new contracts, ECCC will assume the cost of providing the instructor for training during the initial first year of the contract.
- 3.2.4 Subsequent to ECCC training provided at the onset of this contract and not including the first year, the Contractor will be allowed one training seat per contract year on a regularly scheduled aerological Weather Observing Course. Costs for the tuition will be borne by ECCC. The Contractor will be responsible for all other training costs, including but not limited to, transportation, accommodation, living allowance, and rates for the resource(s) of the Contractor.
- 3.2.5 For planning purposes, tuition costs for training courses after the initial first year of the contract may be charged, when applicable, to the Contractor at the following rate:

Aerological Observing Electrolyser course - \$3000.00 per student
Duration: 15 working days for the aerological (Upper Air) program (not including weekend or holidays).

All travel and accommodation costs for contract trainees in such cases will be the responsibility of the Contractor.

- 3.2.6 Contract resources that do not successfully complete the aerological Observers course in Stony Plain will not be permitted to perform aerological observations nor be granted a Site Authorization to do so.
- 3.2.7 Trainees must complete WHMIS and TDG certification training. Failure to successfully complete the WHMIS and TDG certification training will result in termination of training for that particular resource. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.
- 3.2.8 While on course, all trainees are expected to behave in a professional manner. Tardiness or disruptive behavior will not be tolerated. Arriving at the Training Centre in an intoxicated or impaired condition will result in immediate removal from the course. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, is the sole responsibility of the Contractor.
- 3.2.9 Requests for training must be submitted to ECCC in writing. The written request must be received by the Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority.
- 3.2.10 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 one 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 Site Authorization of Observers

- 3.3.1 The site authorization/qualification will consist of an initial audit of the contract resource's practical performance
- 3.3.2 The initial site certification of weather observers shall be undertaken at a mutually agreeable time. All observers involved in the contract observation program must be certified at the specific site at which the aerological observations are taken.
- 3.3.3 Certification is not transferable between stations.
- 3.3.4 ECCC will conduct annual site certification for all contract resources
- 3.3.5 The Contractor must provide a minimum of six weeks' notice to the Project Authority for site certification required that is not directly following the Upper Air training course.
- 3.3.6 The Contractor must provide a shift schedule to the Project Authority outlining the shift schedule during the period of the Site Authorization process. The shift schedule must be received by the Project Authority at least two weeks prior to the commencement of the Site Authorization process. The shift schedule must meet ECCC's requirements and receive the Project Authority's approval. The intent is to ensure the Site Authorization process is completed in an efficient and practical manner.
- 3.3.7 The contract resource's site authorization/certification will "lapse" and be subsequently revoked if an observer does not perform a complete aerological observation a minimum of once every sixty (60) consecutive days.
- 3.3.8 The observer's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.

- 3.3.9 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.
- 3.3.10 Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the observer.
- 3.3.11 Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
- 3.3.12 An on-site evaluation of the observer's work by a representative of ECCC may be conducted prior to the revoking of an observer's qualification.
- 3.3.13 While an observer's qualification is suspended or revoked, that observer is not permitted to perform aerological observations.
- 3.3.14 When the requirement for qualification of an observer results directly from the awarding of a contract, or results from the one training seat per option period of the contract, the costs associated with providing an officer of ECCC to conduct the Site Authorization will be borne by ECCC.
- 3.3.15 When the Contractor requests the qualification of an observer not directly following the awarding of a contract, the Contractor may be responsible for the cost of the qualification. Costs include the necessary transportation, accommodation, living costs and the costs of the ECCC employee's time involved to perform the qualification.
- 3.3.16 The Project or Technical 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, or demonstrating either negligence or unreliability in completing the duties of a contract weather observer. Details can be found in the ECCC Observer Qualification Policy (to be provided at contract award).

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 and potable water. 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.
- 4.2 The Contractor must ensure the facilities provided are used for the sole purpose of the aerological weather operation program. Any storage of items not owned and supplied by Canada must not be allowed on the premises unless used in the performance of this contract.
- 4.3 The Contractor must ensure only individuals involved in the taking of aerological observations as part of the contract or otherwise involved in the cleaning and/or maintenance of the facilities will use the supplied facilities. The contractor must not allow on the premises any person not certified to work on the site or otherwise authorized by the Project or technical authority.
- 4.4 The Contractor must maintain the meteorological compound by ensuring all sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter. All doorways immediately around the 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. Yard maintenance is performed by Agriculture Canada this includes but is not limited to snow removal of the driveway and parking lot as well as grass cutting at the facility.
- 4.5 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.

- 4.6 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.
- 4.7 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 or technical authority. The Contractor must report immediately any defect in the facilities, property or equipment to the Technical Authority.
- 4.8 The Contractor and contract personnel must assist in maintaining security at the Upper Air station by challenging visitors for identification, and recording and reporting to the Project Authority the names and visitors as well as locking the buildings and security gates and maintaining a watch during work periods.
- 4.9 The Contractor must ensure that the facilities provided are operated and maintained in an environmentally responsible manner.
- 4.10 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).
- 4.11 Should vehicle parking be required for the Contractor and contract personnel, the costs of the parking is the sole responsibility of the Contractor or contract personnel.

5. HEALTH AND SAFETY

5.1 Contractor Responsibilities

- 5.1.1 The Contractor will adhere to all applicable regulations provided in Federal, Provincial/Territorial Codes. Where a difference between the codes exists, the more stringent shall apply.
- 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.. All other printed or safety material or information as directed by the Project Authority must be similarly posted.
- 5.1.4 The Contractor will ensure that all on-site 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.
- 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 provide any other protective equipment required for the safety of the resources ensuring it is available and in good repair and that all resources 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. Other copies must be filed as required.

- 5.1.8 The Contractor must comply with all local standing orders and all other regulations in force where the work is performed, relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.
- 5.1.9 The Contractor and all contract resources must strictly adhere to all fire and general safety regulations issued by the Provincial/Territorial Government, Regional District, Health Canada or the Government of Canada.
- 5.1.10 Any matters affecting the health and safety of weather observing resources or other individuals working in or around the weather observing station, must be brought immediately to the attention of the local official and the Project Authority.
- 5.1.11 The contractor or designate station manager will complete the monthly station Occupational Health and Safety (OHS) check list and forward to the Project and Technical authorities.
- 5.1.12 The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This must include but not be limited to: ensuring all contract resources are WHMIS trained and maintain their WHMIS certification as necessary to comply with the legislation, ensuring all WHMIS controlled products are identified with the correct labels and that these products are stored, handled and disposed of according to Federal, Provincial and local laws. Proof of certification is required by the Program Manager at contract award and/or when staff changes.
- 5.1.13 The Contractor must comply with TDG (Transportation of Dangerous Goods) legislation. This includes but is not limited to; ensuring that contract resources who offer for shipment and or receive dangerous goods are TDG trained and maintain their TDG training and certification as necessary to comply with the legislation.
- 5.1.14 The Contractor must ensure that all compressed gas cylinders are properly stored, handled, labeled, and have the required documentation before shipping.
- 5.1.15 **The Contractor must supply to ECCC, within thirty (30) days of the commencement of the contract, written proof of WHMIS training and certification for all contract resources who will be accessing the weather station.**
- 5.1.16 The Contractor must supply to ECCC, within thirty (30) days of the commencement of the contract, written proof of of TDG training and certification for all contract resources who will offer for shipment and or receive dangerous goods.
- 5.1.17 The Contractor must supply proof of valid Workers' Compensation coverage for all employees in the Province/Territory in which the work is performed.
- 5.1.18 The Contractor must ensure that MSDS's (Material Safety Data Sheets) for all WHMIS controlled products on site are current. All MSDS can be obtained from <https://www.msdsonline.com/msds-search>. All relevant MSDS should be printed and placed in a binder that is easily accessible to all staff. Should the contract resource not locate the MSDS it can be requested from the Project Authority as and when required in order to ensure that all MSDS's are made available by the Contractor on site are.
- 5.1.19 A mercury spill clean-up kit will be provided by Environment & Climate Change Canada (if required). The Contractor will report a spill and attempt a cleanup of any mercury spills as soon as possible. A mercury spill will be considered a hazardous occurrence.
- 5.1.20 The Contractor or contract resources on shift must contact the Stony Plain Service Desk at 1 877-292-0939 to report if contract resources cannot make it to the weather station due to inclement weather, vehicle or building malfunction or any other reason not specified here.

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 or its agents will ensure that all facilities, machinery, instruments and protective devices, meet the standards set out in the Canada Labour Code Regulations. These include buildings, steps and walkways, guardrails 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, where necessary, potable drinking water as well as 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.
- 5.2.6 Canada will provide THA's (Task Hazard Analyses) regarding known or foreseeable workplace hazards on site prior to the commencement of the contract.
- 5.2.7 ECCC will monitor the Contractor's compliance with Health and Safety procedures and regulations through annual facility inspections and observing program 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 transmitting aerological observations in the event of normal ECCC communications failure, and a resource 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. This plan must be available on site for all contract resources to use as reference if required.
- 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 It is the Contractor's responsibility to comply with the Workplace Hazardous Material Information System (WHMIS), the Transportation of Dangerous Goods Act - Land (TDG) and all applicable Occupation Safety and Health (OSH) regulations.
- 5.4.2 The Contractor agrees to provide, within thirty (30) days of the start of the contract, proof of:
- Certification of all staff in Workplace Hazardous Material Information Systems (WHMIS);
 - Certification of at least one (1) staff member in Transportation of Dangerous Goods - Land (TDG);
 - Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.
- 5.4.3 There will be a 10% per month holdback of the monthly amount payable, for each month of the contract, starting at contract award, in which the required documentation for WHMIS, TDG, and

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

- 5.4.4 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.
- 5.4.5 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 ECCC will provide the services of a qualified officer of Environment & Climate Change Canada to inspect the station and records from time to time, in order to assist the Contractor in achieving and maintaining acceptable standards of operation, all to the satisfaction of the Project Authority.
- 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 descope, a new acceptable monthly/daily/hourly rate will be negotiated.
- 6.3 Access to any facilities and equipment necessary in the performance of the work will be provided through arrangements to be made by the Project or technical authority. There will be, however, no day to day supervision of your activities or control of hours of work by the Project or technical authority.

**APPENDIX 2 to ANNEX A
 PENALTIES FOR NON PERFORMANCE- UPPER AIR**

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.

Reductions in scheduled payments for non-performance represent an estimate of the loss that will be incurred by Environment Canada in the event that the Contractor is responsible for delayed or missing aerological data. The reduction reflects the amount that Environment Canada is entitled to recover in the event of a breach of terms and condition of the contract without the requirement to prove actual damages.

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

DEFINITION OF SITUATIONS:

| | |
|--|---|
| <p align="center">NORMAL RELEASE</p> | <p>Every effort must be made to perform the aerological release at 11:15 UTC (morning) and 23:15 UTC (evening).</p> <p>Due to conditions beyond the control of the Contractor there may be short delays in performing the release and actual release times between 11:15 and 11:29 UTC (morning) and 23:15 and 23:29 UTC (evening) will be considered "normal".</p> |
| <p align="center">EARLY RELEASE</p> | <p>Releases shall not be attempted in advance of 11:15 UTC (morning) and 23:15 UTC (evening). If an aerological release is made prior to 11:15 UTC for the morning observation or prior to 23:15 UTC for the evening observation it will be considered "early".</p> <p>A reduction of one-half (0.5) times the aerological Observation rate may apply.</p> |
| <p align="center">DELAYED RELEASE</p> | <p>If an aerological release is made after 11:29 UTC but before 11:45 UTC OR after 23:29 UTC but before 23:45 UTC), the release shall be deemed Delayed. must be logged as "DELAYED" and a message must be sent on the ECCC communications system advising of the delayed ascent.</p> <p>If the delay was caused by conditions beyond the control of the Contractor (i.e. equipment malfunction or weather), there shall be no reduction in the payment to be made to the Contractor.</p> <p>If the delay was caused by events other than equipment malfunction or weather (as determined by the Project Authority), there shall be a reduction in the payment to the Contractor of one-half (0.5) times the aerological Observation rate for each occurrence. A delayed release due to routine radiosonde or balloon rejections during preparation is not acceptable.</p> |
| <p align="center">MISSED AEROLOGICAL OBSERVATIONS</p> | <p>Releases must not be attempted after 13:30 UTC (morning) and 01:30 UTC (evening).</p> <p>If an aerological release is not attempted before 13:45 UTC (morning) and/or 01:45 UTC (evening), the observation shall be deemed "MISSING". A message must be sent on the ECCC communication system advising of the missed ascent. If a release was attempted but due to conditions beyond the control of the Contractor (i.e. equipment malfunction, or weather), it was not successful, there shall be no reduction to the payment made to the Contractor.</p> <p>If a release was not attempted for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation plus a reduction in the payment to the Contractor of one (1.0) times the aerological Observation rate for each occurrence.</p> |
| <p align="center">INCLEMENT</p> | |

| | |
|---|--|
| <p>WEATHER/ROAD CONDITIONS</p> | <p>If the weather or road conditions are such that the Contractor could not reasonably be expected to travel to the upper air station to attempt an aerological release, the Contractor will not generally be liable for non performance penalties resulting from the missed observation; however, the Stony Plain Service Desk MUST still be notified 1 877 292-0939. If the following criteria are met, payment will not be made for the ascent but non performance penalties will not apply:</p> <p>16.1 Widespread visibilities $\leq \frac{1}{4}$ SM (400 meters) in blowing snow or blowing snow in combination with falling snow and either:</p> <p>a) Sustained wind speeds \geq 60km/h</p> <p>OR</p> <p>b) wind-chill more than twenty-three hundred (2300) watts/square meter (approximately -50 degrees)</p> <p>To avoid non-performance penalties, if an observation will not be made due to Inclement Weather/Road Conditions the Stony Plain Service Desk MUST be called via their toll free number 1-877-292-0939. If the call is not made, the flight will be considered to be missed and Liquidated Damages will be applied.</p> <p>If the weather conditions in in the above paragraph do not exist, but in the opinion of the Contractor attempting an observation will cause a significant risk to the observer’s health and safety, then the Contractor is not obligated to attempt an aerological observation and liquidated damages will not apply, however the Stony Plain Service Desk MUST still be notified.</p> <p>If the contract resource cannot make it to the Upper Air Station for reasons other than inclement weather, such as building maintenance issues, vehicle issues or for any other reason the Stony Plain Service Desk MUST be notified via their toll free number 1 877 292-0939.</p> |
| <p>OBSERVATION QUALITY</p> | <p>If the Contractor’s staff should make an error in the pre-flight setup of the aerological instrument which caused the flight data to become invalid (release temperature, pressure, etc are incorrect) then there shall be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate for each occurrence. A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause.</p> <p>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.</p> <p>It should be noted that the penalties for quality control are applied to the Contractor’s monthly performance and not to any individual observer’s performance.</p> |
| <p>DELAYED/MISSING BULLETINS</p> | <p>If any one of the US, US, UG, UE, UL, UQ bulletins is not received by the Meteorological Service of Canada telecommunications network before 13:20 UTC (morning) and 1:20 UTC (evening), the bulletin or bulletins shall be deemed delayed or missing.</p> |

| | |
|--|---|
| | <p><u>If the delay was caused by conditions beyond the control of the Contractor (i.e. Equipment malfunction or communication outage), there shall be no reduction in the payment to be made to the contractor. If the delay was caused by events other than equipment malfunction or communications outage (as determined by the Project Authority), there shall be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate for each occurrence.</u></p> |
|--|---|

APPENDIX 3 TO ANNEX A HAZARDS

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

1. Physical Hazards

Some of the known physical hazards on station are:

- Compressed gas 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:

- Fyrite Fluid (hydrochloric acid)
- Mercury
- methyl or isopropyl alcohol
- potassium hydroxide (caustic potash)
- lubricating oil
- sulfamic acid
- battery acid
- fire extinguishers
- Hydrogen Gas
- Helium Gas

3. The Contractor must ensure all contract resources have been made aware of all known hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted chemical hazards must be brought to the attention of the Project Authority immediately in writing.
4. The Contractor must ensure contract resources are equipped with, and use as directed on MSDS sheets, personal protective equipment (PPE) (such as face masks, chemical resistant gloves, safety boots, etc.) in the completion of their duties.
5. The Contractor must perform an inventory of all Personal Protective Equipment that contract resources are equipped with and forward listing to the Project Authority to ensure compliance. This inventory must occur within two (2) weeks of contract award and then on the contract anniversary dates thereafter.
6. The Project Authority will annually review the inventory and the contractor's training plan. The Contractor must remedy any noted deficiencies to the satisfaction of the Project Authority. Failure to do so will be considered Cause for Termination of the Contract.

**APPENDIX 4 to ANNEX A
APPLICABLE DOCUMENTS**

Documents Referenced in the Statement of Work:

Manual of Upper Air Observations (MANUPP) (*Attached*)

Documents To Be Provided at Contract Award:

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

**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.

**Table 1.1
 1st Contract Year**

| line | description | estimated 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. | Aerological Observations (3hours per observation twice daily @ 365days) | 730 | each | \$ | \$ |
| 3. | End of month report (1 hour per month) | 12 | 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 | \$ | \$ |
| Total Price for Evaluation | | | | | \$ |

Table 1.2
2nd Contract Year LEAP YEAR

| line | description | estimated quantity | unit of Issue | firm unit price | total estimated cost |
|---|--|--------------------|---------------|-----------------|----------------------|
| <p>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.</p> | | | | | |
| 1. | Aerological Observations (3hours per observation twice daily @ 366days) | 732 | each | \$ | \$ |
| 3. | End of month report (1 hour per month) | 12 | each | \$ | \$ |
| <p>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.</p> | | | | | |
| 1. | hourly labour rate | 72 | hours | \$ | \$ |
| Total Price for Evaluation | | | | | \$ |

Table 1.3
3rd Contract Year

| line | description | estimated quantity | unit of Issue | firm unit price | total estimated cost |
|---|--|--------------------|---------------|-----------------|----------------------|
| <p>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.</p> | | | | | |
| 1. | Aerological Observations (3hours per observation twice daily @ 365days) | 732 | each | \$ | \$ |
| 3. | End of month report (1 hour per month) | 12 | each | \$ | \$ |
| <p>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.</p> | | | | | |
| 1. | hourly labour rate | 72 | hours | \$ | \$ |
| Total Price for Evaluation | | | | | \$ |

Table 1.4
1st Option year (4th contract year)

| line | description | estimated quantity | unit of Issue | firm unit price | total estimated cost |
|---|--|--------------------|---------------|-----------------|----------------------|
| <p>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.</p> | | | | | |
| 1. | Aerological Observations (3hours per observation twice daily @ 365days) | 730 | each | \$ | \$ |
| 3. | End of month report (1 hour per month) | 12 | each | \$ | \$ |
| <p>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.</p> | | | | | |
| 1. | hourly labour rate | 72 | hours | \$ | \$ |
| Total Price for Evaluation | | | | | \$ |

Table 1.5
2nd Option year (5th contract year)

| line | description | estimated 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. | Aerological Observations (3hours per observation twice daily @ 365days) | 730 | each | \$ | \$ |
| 3. | End of month report (1 hour per month) | 12 | 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 | \$ | \$ |
| Total Price for Evaluation | | | | | \$ |

Table 1.6
3rd Option year (6th contract year) LEAP YEAR

| line | description | estimated 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. | Aerological Observations (3hours per observation twice daily @ 366days) | 732 | each | \$ | \$ |
| 3. | End of month report (1 hour per month) | 12 | 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. | | | | | |
| | | 72 | hours | \$ | \$ |

| | | | | | |
|-----------------------------------|--------------------|--|--|--|-----------|
| 1. | hourly labour rate | | | | |
| Total Price for Evaluation | | | | | \$ |

Total Estimated Price of the Bid _____ \$

Table 1.1 Total Price (\$XXX) + Table 1.2 Total Price (\$XXX) + Table 1.3 Total Price (\$XXX) + Table 1.4 Total Price (\$XXX) + Table 1.5 Total Price (\$XXX) + Table 1.6 Total Price (\$XXX) = Total value of the bid

**ANNEX C
 SECURITY REQUIREMENTS CHECK LIST**



Government of Canada /
 Gouvernement du Canada

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

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

| | | |
|---|--|--|
| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Change Canada | Environment and Climate | 2. Branch or Directorate / Direction générale ou Direction Radar and Upper Air Division |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant | |
| 4. Brief Description of Work / Brève description du travail Provide upper air weather observations twice daily at the St. Johns West Weather Station at St. Johns, NL | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> | Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> | Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/> |
| 7. c) Level of information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET / NATO SECRET <input type="checkbox"/> | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| SECRET / SECRET <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET / SECRET <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/> | | TOP SECRET / TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
 Gouvernement du Canada

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

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. 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? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur 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 PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. 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 fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Government of Canada
 Gouvernement du Canada

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

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|--|--|--------------------------|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets Renseignements / Biens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Production | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| IT Media / Support TI | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| IT Link / Lien électronique | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

| |
|--|
| Security Classification / Classification de sécurité |
|--|



ANNEX D INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subContractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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 E
Integrity Regime

Bidder must complete the attached List of Names for Integrity Verification Form.

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](#). / 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](#).

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

* Informations obligatoires / Mandatory Information

| | |
|---|---|
| *Dénomination complète de l'entreprise / Complete Legal Name of Company | |
| | |
| *Nom commercial / Operating Name | |
| | |
| *Adresse de l'entreprise / Company's address | *Type d'entreprise / Type of Ownership |
| | <input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture |
| *Membres du conseil d'administration² / Board of Directors² (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment) | |
| Prénom / First name | Nom / Last Name |
| Position (si applicable) / Position (if applicable) | |

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.

List 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.

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

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**ANNEX F
 WORK EXPERIENCE TEMPLATE**

| | WORK EXPERIENCE TEMPLATE |
|---|---|
| Name of the Resource | |
| Education | |
| 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 G

**Letter of Availability and Willingness
to perform Work under the Contract
St. John's West**

I ____ **[insert name]**, confirm that I am willing and available to perform the Work as required by 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

Annex H

Former Public Servant – Competitive Bid Form

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

Name and Signature

Date