



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Government of Canada Building  
101 - 22nd Street East, Suite 110  
Saskatoon  
Saskatchewan  
S7K 0E1  
Bid Fax: (306) 975-5397**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

<b>Title - Sujet</b> Weather Observation Services	
<b>Solicitation No. - N° de l'invitation</b> K4E21-200136/A	<b>Date</b> 2019-12-04
<b>Client Reference No. - N° de référence du client</b> K4E21-200136	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-137-6996	
<b>File No. - N° de dossier</b> CAL-9-42030 (137)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-12-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Loi, Ngan	<b>Buyer Id - Id de l'acheteur</b> cal137
<b>Telephone No. - N° de téléphone</b> (403) 973-2796 ( )	<b>FAX No. - N° de FAX</b> (306) 975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Environment and Climate Change Canada Norman Wells Upper Air Station Norman Wells, NW	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Harry Hays Building (HHB)  
Room 759, 220-4th Avenue SE  
Calgary  
Alberta  
T2G 4X3

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572, and any other annexes.

### **1.2 Summary**

Environment and Climate Change Canada (ECCC) operates 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.

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, (366 days in a leap year) to monitor the data and messages produced, and to ensure the prompt transmittal of the data.

The period of the Contract is from 2020-02-01 to 2023-01-31. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

This procurement is subject to the following Comprehensive Land Claims Agreement: Sahtu Dene and Metis Comprehensive Land Claim.

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The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

**Bid Receiving Unit (BRU):**

**Western Region – Saskatoon**

**Physical delivery address:**

Bid Receiving Public Works and Government Services Canada  
Government of Canada Building  
101 22nd Street East, Suite 110  
Saskatoon, SK S7K 0E1

**epost Connect service email address:**

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

**Bid facsimile number:**

(306) 975-5397

### 2.3 Former Public Servant

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 FPSs, 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.

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## 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 FPSs 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.

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### 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.

#### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

#### 2.5 Applicable Laws

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

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

## **Section I: Technical Bid**

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

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

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "L" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "L" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.3 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex "H".

#### 4.1.2 Financial Evaluation

Refer to Annex "B" Basis of Payment.

- a) *SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **182 points** overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **260 points**.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of Technical, Aboriginal Opportunities considerations merit and price. The ratios will be 54% for Technical Merit, 6% for the Aboriginal Opportunities Consideration merit and 40% for the price
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 54 %.
5. To establish the Aboriginal Opportunities merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 6%.
6. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40%.
7. For each responsive offer, the Technical merit score, the Aboriginal Opportunities merit score, and the pricing score will be added to determine its combined rating.

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**Basis of Selection - Highest Combined Rating Technical Merit (54%), AOC (6%) and Price (40%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Overall Technical Score		225/260	199/260	202/260
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$225/260 \times 54 = 46.7$	$199/260 \times 54 = 41.3$	$202/260 \times 54 = 42$
	Aboriginal Opportunity Considerations (AOC) Score	$50/100 \times 6 = 3$	$10/100 \times 6 = 0.6$	$90/100 \times 6 = 5.4$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		82.4	77.9	87.4
Overall Rating		2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</sup>

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

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The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

[A3005T](#) (2010-08-16) Status and Availability of Resources

#### **5.2.3.2 Education and Experience**

[A3010T](#) (2010-08-16) Education and Experience

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority ) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 7.1.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$ **(To be determined at contract award)**. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Procurement Authority and Contracting Authority before issuance.

##### 7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

[B9031C](#) (2011-05-16), Canada's Obligation – Portion of Work – Task Authorizations

#### 7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "F". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.  
(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

##### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 7.2 Standard Clauses and Conditions

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

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## 7.2.1 General Conditions

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

### 7.2.1.1 Termination by Canada

Notwithstanding any clause to the contrary, Canada may by giving no less than 60 days written notice to the Contractor, terminate the Contract ("Notice of Termination") in accordance with this section. A termination date shall be specified in the Notice of Termination ("Termination Date"). A Notice of Termination may be served by electronic mail, regular mail, courier, facsimile or by hand.

If a Notice of Termination is given pursuant to previous paragraph, the Contractor will be entitled to be paid up to the Termination Date for the services actually rendered pursuant to the Contract, and accepted by Canada. The services actually rendered must be invoiced in accordance with the various payments and invoicing provisions of the Contract, such as the Basis of Payment.

Notwithstanding anything to the contrary, Canada will not be liable to the Contractor for any claim of any nature whatsoever related to Notice of Termination, whether in contract, tort or otherwise, including but not limited to claims for damages, compensation, loss of profit, payments (statutory or otherwise) or damages to the Contractor's employees whose services are no longer required, allowances, that arise out of any notice given by Canada under this section, except to the extent provided hereunder.

Nothing in this clause shall be construed as limiting Canada's right to terminate the contract immediately for convenience in accordance with the applicable general conditions.

### 7.2.2 Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.2) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information.

## 7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No K4E21-200136-NORMAN WELLS**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:

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- a) Security Requirements Check List and security guide (if applicable), attached at Annex "C".
- b) *Industrial Security Manual* (Latest Edition).

**7.3.2** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is from 2020-02-01 to 2023-01-31.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Contract is subject to the following Comprehensive Land Claims Agreement:

- Sahtu Dene and Metis Comprehensive Land Claim.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ngan Loi  
Title: A/Procurement Specialist  
Public Works and Government Services Canada

Address: Harry Hays Building Room 759  
220 4th Ave SE  
Calgary AB T2G 4X3

Telephone: 403-973-2796  
Facsimile: 306-975-5397  
E-mail address: ngan.loi@pwgsc-tpsgc.gc.ca

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

Solicitation No. - N° de l'invitation  
K4E21-200136/A  
Client Ref. No. - N° de réf. du client  
K4E21-200136

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42030

Buyer ID - Id de l'acheteur  
CAL137  
CCC No./N° CCC - FMS No./N° VME

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### 7.5.2 Project Authority

(To be named in Contract)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Contractor's Representative

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

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

Organization: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## **7.7 Payment**

### **7.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

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

### **7.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be determined). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor

### **7.7.4 Multiple Payments**

[H1001C](#) (2008-05-12) Multiple Payments

### **7.7.5 SACC Manual Clauses**

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

### **7.7.6 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): TBD

### **7.7.7 Time Verification**

[C0711C](#) (2008-05-12) Time Verification

## 7.8 Invoicing Instructions

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. Invoices must be rendered in accordance with the Basis of Payment and Appendix 2 to Annex A.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9.3 SACC Manual Clauses

[A3015C](#) (2014-06-26) Certifications – Contract

## 7.10 Applicable Laws

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

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 Higher Complexity – Services;
- (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) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

### 7.12 SACC Manual clauses

[A9068C](#) (2010-01-11) Government Site Regulations

### 7.13 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.

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## ANNEX "A"

### STATEMENT OF WORK

#### SUMMARY

Environment and Climate Change Canada (ECCC) operates 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.

#### 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, (366 days in a leap 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 (*refer to Appendix 4 for list of documents to be provided at contract award*).

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 and other related duties at Norman Wells Upper Air Station, as described in Section 1, 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 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, every day of the year, including holidays for the duration of the contract. 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:

<b>MORNING</b>	
<b>DESCRIPTION</b>	<b>UNIVERSAL COORDINATED TIME (UTC)</b>
Begin instrument preparation	10:30
Aerological release and start the survey	11:15
Completion of survey	13:15
Survey ends / Complete post flight work	13:30
<b>EVENING</b>	
Begin instrument preparation	22:30
Aerological release and start the survey	23:15
Completion of survey	01:15
Survey ends / 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 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, Liquidated Damages reductions 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. It is attached to the inflation equipment and then inspected for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is 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 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.
- D. **Release:** The standard hours for aerological observations are considered to be 12:00 UTC and 00:00 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, liquidated damages 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 by email at [ec.bureaudeservicestonyplain-stonyplainservicedesk.ec@canada.ca](mailto:ec.bureaudeservicestonyplain-stonyplainservicedesk.ec@canada.ca) within thirty (30) minutes of the occurrence.
- J. **Liquidated Damages 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.
- K. The administration required to operate the program are estimated to be a maximum of (2) two hours per week. For billing purposes these are to be included in the all-inclusive rate of the Contractor.

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## 2. SUPPLEMENTARY PROGRAMS

The Contractor must perform the following supplementary programs. These observations must be performed in accordance with ECCC standards manuals. Unless otherwise noted, these programs can be completed during the aerological ascent and will not cause the contractor to incur additional hours. This may also include the requirement to perform checks and maintenance on Helium and or Hydrogen balloon inflation systems, archiving FSS notification, routine equipment maintenance and monthly reports, conduct Snow Surveys etc.

### a) **Snow Survey:**

During the winter season (approx. October to March); the Contractor must perform a bi weekly 10 point snow survey. The observations are to be performed in accordance with the Manual of Snow Surveying (Appendix 4 to Annex A). As a snow survey cannot be performed during the aerological ascent, two hours additional compensation will be given for each snow survey performed. It is anticipated that there will be 12 snow surveys each winter season.

### b) **Solar Radiation:**

During each morning aerological observation and prior to 12:00 UTC, the Contractor must perform the daily maintenance of the Radiation Field. This will require the cleaning and checking the level of the RF1 sensor. This data will be recorded by the data logger on site.

Due to modernization of the aerological observing network solar radiation maintenance may not be required for the life of this contract.

### c) **Others:**

Other supplementary programs may be added to the Statement of Work at no additional cost to ECCC as long as an increase in the hours of work is not incurred by the Contractor (examples are NRCan GPS monitoring daily maintenance, Health Canada Air Monitoring, etc.).

## 3. OTHER RELATED TASKS

- a) **FSS Notification:** The contractor must be responsible to telephone a NavCanada Flight Service Station (*telephone number to be provided at contract award*) or appropriate designated office to advise of the radiosonde balloon release and follow any instruction (i.e. delay release due to inbound aircraft).
- b) **Archiving:** The Contractor must archive the Navaid data. The data must be emailed to a designated email address provided at contract award.
- c) **Reports:** The Contractor must complete the Monthly Aerological Record and Monthly Stock report of expendable supplies. This data will be mailed to a designated email address. The contractor is also responsible for completing and submitting the monthly Occupational Health and Safety (OHS) report, fire extinguisher checks and building checks. The month end package must be email to the current Supervisor of Contract email address. Report templates will be provided to the successful contractor after contract award.
- d) **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 meteorological records and computer components. ECCC will be responsible for shipping costs.
- e) **Snow removal on Instruments:** Contractor must ensure instruments are kept free of snow. Snow should also be cleared from the interior of the Stevenson Screen; this can be done during the radiation check. Removing snow from the equipment and instruments is the contractor's responsibility. The

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contractor must immediately advise the Technical Authority of any anomaly at the weather site or any defect or breakdown affecting the site or the instruments.

- f) **Snow removal:** Contractor is responsible for moving snow away from the building exit doors.
- g) **Routine Equipment Maintenance:** At the request of a Technical Authority, the Contractor must, while completing its aerological duties, perform routine maintenance of meteorological equipment supplied to the station. This will include, but is not limited to, verifying the accurate operation of the equipment and notifying the appropriate technical authority or agent if repair or replacement of the equipment is required and other routine maintenance that will not cause the Contractor to invoice for additional work. After suitable training has been provided, Routine monitoring, testing and calibrating of Gas sensors including the internal Hogen gas sensor and 2 room gas sensors. Calibration of the Hogen gas sensor will be required approximately every 6 months, while testing the two gas safety sensors (bump test) will be required monthly.
- h) **Repairs:** Repairs may be required on the upper air equipment or facilities. When problems are noted during normal use/or testing, the problem will be reported to the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939 or, in their absence, to a representative identified by Environment and Climate Change Canada immediately. The Contractor may be required to assist in the repairs to the HOGEN, gas alarm system or other ECCC equipment. Work performed outside regular hours of work must be paid at the hourly rate submitted in the Basis of Payment.
- i) **Helium:** The Contractor shall be responsible for the proper use and safe operation of the helium inflation system when used as a backup lifting gas to hydrogen. The provision of helium will be arranged and provided by ECCC. The Contractor shall maintain an inventory of helium used and a record of cylinders received and returned for refilling. This inventory shall be included in the monthly stock report.
- j) **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. Any additional compensation must be pre-approved by the technical or project authority.
- k) **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).

#### 4. LOCATION OF THE WORK

The work must be performed at the ECCC Norman Wells Upper Air Station and cannot be performed remotely. The Station location: Norman Wells, NT (GPS: 65°17'14.00"N 126°45'9.98"W).

#### 5. LANGUAGE OF THE WORK

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

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

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**1. OPERATIONS**

**1.1 Contractor Responsibilities**

- 1.1.1. The Contractor must provide a telephone number, fax number and an e-mail address. The phone, fax and email must be operational for the duration of the contract and which will be monitored during the times when the station is not attended. This is a mandatory requirement.
- 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. Hydrogen to be used as the primary lifting gas. Helium is provided as a back up and is only to be used on authority of ECCC employees.
- 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 until the end of the flight or balloon burst 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 Project 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 to 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.

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- 1.1.11. The Contractor must requisition, annually, all meteorological supplies, forms, charts and other items from the project authority, ECCC is responsible for the cost of the meteorological supplies including shipping costs
  - 1.1.12. The Contractor must report to the ECCC Project authority via telephone or email whenever a shipment of supplies has been received on site or when a shortage of supplies is foreseen.
  - 1.1.13. The Contractor must report any issues with the operation of the equipment or facilities to the Project Authority 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. The Contractor must complete an inventory of all equipment, instruments and supplies with a representative of ECCC at the commencement and closure of the contract.
  - 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 Project Authority
  - 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 Project Authority. All postage will be paid by ECCC. Approved electronic forms may be used in place of paper forms.

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1.1.20. The Contractor must, no later than five (5) days of the end 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, HOGEN daily and monthly checks, two gas safety sensors bump test and semi-annual calibration of the HOGEN gas sensor.
- Occupational Health and Safety Report –Appendix 1 to Annex A - ensure the Health and Safety checklist is completed and current.
- Stock Report - report accurate inventory of meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items).

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

- 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 Project Authority.
- 1.1.22. 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 the Contractor's designated Station Manager must meet with an ECCC representative on-site.

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- 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.
- 1.1.29. 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.
- 1.1.30. 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).
- 1.1.31. 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.
- 1.1.32. 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.
- 1.1.33. 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.
- 1.1.34. The Contractor personnel must also assist in maintaining security at the Upper Air Station by challenging visitors for identification and recording and reporting to the Project Authority the names of visitors as well as locking the buildings and security gates and maintaining a watch during work periods.

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## 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 required at the station for the completion of the aerological observing duties and supplementary tasks (excluding transportation equipment and yard maintenance equipment).
- 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 or Project 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 (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.**

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- 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.
  - k. Hogen/Tank Assembly** – The Hogen is a hydrogen generator located in an isolated room attached to the inflation building. The Hogen uses water from tanks and a water purification system in the controls room of the inflation building with electricity and produces hydrogen. Hydrogen is then sent via tubing through valve assemblies to a tank in the inflation building.
  - l. Safety systems-** Safety systems include fire (Fire Eye's), smoke and gas detectors (XNX's) these detectors relay information to a controls system which includes light stacks and alarm buzzers notifying individuals of issues or potential threats.
- 1.2.5 ECCC is responsible for the inspection and acceptance of all aspects of the weather observing program and operations. ECCC is also responsible for ensuring the timeliness of reporting, accuracy of data and adherence to procedures and standards are being met.
- 1.2.6 ECCC has the authority to recommend and implement changes to the upper air program and to order the de-certification of any employee found to be lacking in the ability, or demonstrating negligence or unreliability, in completing the duties of a contract weather observer.
- 1.2.7 ECCC 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.
- 1.2.8 Government Contractor ID Cards must be returned to the Project Authority immediately upon termination of the Contract or upon an observer's site authorization being revoked.

## 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 is or recreation is carried out on the premises by the Contractor unless approved by the Project Authority.
- 2.2 The Contractor will ensure that no other commercial business, other than that of Canada or that approved by the Project Authority, is undertaken by contract resources while on the provided premises.
- 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.

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- 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 logistics of Contractor resources getting to and from the weather observing station and associated costs will be the sole responsibility of the Contractor and/or contract resources.
  - 2.6 The Contractor agrees that all information gathered, materials collected and reports produced will be the sole property of Canada. The Contractor will not publish or in any way use the said information or data, material or reports without the express and prior approval in writing of the Project Authority
  - 2.7 The Contractor must ensure that no alcoholic beverages or illegal drugs are brought onto the station property, including cannabis products.
  - 2.8 The Contractor must ensure that no resources under the influence of alcohol, illegal drugs, or cannabis or impeded by prescription medications performs the duties of an observer. Staff impaired or impeded by prescription medications must not take weather observations.
  - 2.9 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.
  - 2.10 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.
  - 2.11 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.
  - 2.12 The Contractor, or contract resources, must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products.
  - 2.13 The Contractor and contract resources must co-operate in a professional, courteous and civil manner with the Project Authority, in order to ensure the health and safety of personnel accessing the station, the safety of the equipment and buildings and integrity of the data collection program.
  - 2.14 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.
  - 2.15 The Upper Air Station is a Federal Workplace therefore smoking is not permitted inside the buildings.

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- 2.16 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 (366 days in leap years). 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 mentioned in the Curriculum Vitae (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 (*to be provided at contract award*) 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 Technical or Project Authority deems not to have acceptable qualifications to perform the work required. This will include any individual deemed unreliable or negligent in the duties and responsibilities of 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 the work. 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 Technical or Project Authority, the site authorization of a contract resource may be revoked if the resource does not perform one complete aerological observation a minimum of once every 60 consecutive calendar days.

## **3.2. 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. These training costs are the responsibility of the Contractor, and for billing purposes are to be included in the all-inclusive firm rates in the Basis of Payment.

3.2.2 The Contractor is responsible for all costs in getting contract resources to proceed to Stony Plain Alberta for aerological observing training prior to their assignment to the weather observing duties. 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 aerological Observer 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 HOGEN/GRAW course - \$2,000.00 per student

Electrolyser course - \$3,000.00 per student

Duration: 10 working days for the aerological (Upper Air) program (not including weekends 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 due to alcohol, drugs, prescription medication or cannabis 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 Certification 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.

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- 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 or conduct supplementary duties.
  - 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 ECCC Technical or Project Authority has the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, 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 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 cost, equipment and labour required to maintain the compound and walkways is the sole responsibility of the Contractor.
- 4.5 The Contractor must notify the Project Authority or a specified agency when snow clearing of the station road way and/or yard area is required. ECCC is responsible for the cost of garbage removal and snow removal for the roadway and or yard.

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- 4.6 The Contractor must provide general housekeeping services. This must include, but not be limited to: keeping the floors clean, swept or vacuumed, the interior walls and windows cleaned and the daily removal of litter and waste. All cleaning or janitorial supplies and equipment, or services required to maintain the cleanliness of the weather observing facilities, are the sole responsibility of the Contractor.
- 4.7 The Upper Air station is a Federal Workplace, therefore, the Contractor and all contract resources must ensure that the Federal Government "No Smoking" policy is observed while using the supplied facilities. The "No Smoking" policy prohibits the use of cigarettes, cigars, electronic cigarettes (vaping) and cannabis.
- 4.8 The Contractor will not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Technical or Project Authority. The Contractor must report immediately any defect in the facilities, property or equipment to the Technical or Project Authority.
- 4.9 The Contractor must ensure the provided facilities are secured and locked and windows closed when not in use.
- 4.10 The Contractor must ensure that the facilities provided are operated and maintained in an environmentally responsible manner.
- 4.11 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).

## 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.

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- 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, the Government of Canada or the Technical or Project Authority.
- 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 Authority.
- 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 Project Authority 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 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 SDS's (Material Safety Data Sheets) for all WHMIS controlled products on site are current. All SDS can be obtained from <https://www.msds-online.com/msds-search>. All relevant SDS should be printed and placed in a binder that is easily accessible to all staff. Should the contract resource not locate the

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SDS it can be requested from the Project Authority as and when required in order to ensure that all SDS's are made available by the Contractor on site are.

- 5.1.19 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.
- 5.1.20 The Contractor's OHS plan must include a working alone section. This section of the Contractor's OHS plan must include a mechanism to ensure the health and safety of the observers while they are working alone at the weather station. Any and all logistics and costs associated with the working alone plan will be the sole responsibility of the Contractor.

## **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 and first aid kits.
- 5.2.5 ECCC will provide information on current SDS (Material Safety Data Sheets) for all known WHMIS controlled products on site prior to the commencement of the contract.
- 5.2.6 ECCC will provide information to the Contractor regarding known or foreseeable workplace hazards such as those associated with balloon filling and compressed gases.
- 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.
- 5.2.8 ECCC will provide personal protective equipment for hazards associated with balloon filling. The equipment shall include hearing and eye protection and safety gloves.

## **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 Proof of WHMIS, TDG Certification for the contractor's personnel must be provided by the contractor prior to commencement of any work onsite. The contractor's Emergency Action Plan must be approved prior to commencement of work onsite.

5.4.4 SDS 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 SDS sheets are kept current and new SDS 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 SDS sheets for each hazardous chemical.

#### **6. OTHERS**

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 Access to any facilities and equipment necessary in the performance of the work will be provided through arrangements to be made by the Project Authority. There will be, however, no day to day supervision of your activities or control of hours of work by the Project Authority.

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

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

Liquidated Damages reductions in scheduled payments for non-performance represents a genuine of the loss that will be incurred by Environment Canada in the event that the Contractor is responsible for delayed or missing aerological data.

DEFINITION OF SITUATIONS:

<b>NORMAL RELEASE</b>	<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>
<b>EARLY RELEASE</b>	<p>Releases must 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><b>A reduction of one-half (0.5) times the aerological Observation rate may apply.</b></p>
<b>DELAYED RELEASE</b>	<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 aerological observation rate 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>
<b>MISSED AEROLOGICAL OBSERVATIONS</b>	<p><b>Releases must not be attempted after 13:45 UTC (morning) and 01:45 UTC (evening).</b></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.</p> <p>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><b>INCLEMENT WEATHER/ROAD CONDITIONS</b></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 be liable for non-performance liquidated damages resulting from the missed observation; however, the Stony Plain Service Desk <b>MUST</b> still be notified 1 (877) 292-0939. If the following criteria are met, payment will not be made for the ascent but non-performance liquidated damages will not apply:</p> <ol style="list-style-type: none"> <li>1. Prevailing wind speed greater than sixty (60) kilometers/hour; and</li> <li>2. Either       <ol style="list-style-type: none"> <li>a. Prevailing visibility less than four hundred (400) meters (1/4 mile) or</li> <li>b. Wind chill -60 or colder</li> </ol> </li> </ol> <p>To avoid non-performance liquidated damages, if an observation will not be made due to Inclement Weather/Road Conditions the Stony Plain Service Desk <b>MUST</b> 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 <b>MUST</b> 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 <b>MUST</b> be notified via their toll free number 1 877 292-0939.</p>
<p><b>OBSERVATION QUALITY</b></p>	<p>If the contract resources 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.</p> <p>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><b>It should be noted that the liquidated damages for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.</b></p>

<b>DELAYED/MISSING BULLETINS</b>	<p>If any of the aerological messages are transmitted late, the aerological release will be considered 'DELAYED'. If any of the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered "MISSING".</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>
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## LIQUIDATED DAMAGES FOR NON PERFORMANCE – SUPPLEMENTARY PROGRAMS

### Non-performance - Supplementary Programs

If a supplementary program, for which addition remuneration is provided (snow survey, ice thickness, electrolyser maintenance, etc.) is not performed for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the program plus a reduction of one (1.0) times the program rate will be applied.

If a supplementary program, for which addition remuneration is not provided (sunshine, tipping bucket, etc.) is not performed for reasons other than equipment malfunction or weather (as determined by the Project Authority), a reduction of 1 hour remuneration per day for each day the program is not performed will be applied.

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### 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.

#### Physical Hazards

Some of the known physical hazards on station are:

- hydrogen fire and/or explosion
- asphyxiation from hydrogen or helium
- eye/ear injury from ruptured balloons
- exposure to radiation from computer monitors
- frost bite while working on outdoor equipment
- slip, trip and fall hazards while releasing balloons
- skin burns from acids/caustics
- injury from high pressure helium cylinders (explosion and crushing injuries)
- working alone in a remote location
- opening/closing of the inflation building main overhead door
- climbing tall ladders to change light bulbs and/or calibrating sensors
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors
- cuts and/or punctures while maintaining equipment

#### 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

A complete listing of all known physical or chemical hazards as well as the recommended practices to minimize their dangers will be made available to the Contractor prior to the contract commencement.

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.

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

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File No. - N° du dossier  
CAL-9-42030

Buyer ID - Id de l'acheteur  
CAL137  
CCC No./N° CCC - FMS No./N° VME

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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.

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

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CAL137  
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## APPENDIX 4 to ANNEX A APPLICABLE DOCUMENTS

### **Documents to Be Provided at Contract Award:**

Manual of Upper Air Observations (MANUPP):

[https://buyandsell.gc.ca/cds/public/2018/07/09/57b9a33bd3ecc1e7adc283a80a01a0db/manual\\_of\\_upper  
\\_air\\_observations\\_-\\_third\\_edition\\_-\\_pdf](https://buyandsell.gc.ca/cds/public/2018/07/09/57b9a33bd3ecc1e7adc283a80a01a0db/manual_of_upper_air_observations_-_third_edition_-_pdf)

ECCC Manual of Ice Reporting (MANICE): [http://ec.gc.ca/glaces-  
ice/default.asp?lang=En&n=2CE448E2-1](http://ec.gc.ca/glaces-ice/default.asp?lang=En&n=2CE448E2-1)

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**

The Bidder's prices must be submitted based on the Usage Quantities 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 rates. FOB destination, Canadian customs duties and excise taxes included.

Liquidated Damages will apply in the event of delayed, missing data or non-performance as described in Appendix 2 to Annex A.

For the work described in Annex A – Statement of Work, this basis of payment applies:

**Table 1.1  
 Firm Contract Year 1 - (February 1, 2020 – January 31, 2021) LEAP YEAR**

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - 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	732	Each	\$ _____	\$ _____
2.	Snow Surveys (Bi weekly approx. start October to March. Estimated 13 surveys per season)	13	Each	\$ _____	\$ _____
3.	Month End Reports	12	Each	\$ _____	\$ _____
<b>Pricing Schedule 2 - additional "As and When Requested" work</b> 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.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
1.	Hourly labour rate	72	hours	\$ _____	\$ _____
<b>Total Estimated Price - Firm Contract Year 1:</b>					<b>\$ _____</b>

**Table 1.2**  
**Firm Contract Year 2 - (February 1, 2021 – January 31, 2022)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - 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	730	Each	\$ _____	\$ _____
2.	Snow Surveys (Bi weekly approx. start October to March. Estimated 13 surveys per season)	13	Each	\$ _____	\$ _____
3.	Month End Reports	12	Each	\$ _____	\$ _____
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
1.	Hourly labour rate	72	hours	\$ _____	\$ _____
<b>Total Estimated Price - Firm Contract Year 2:</b>					\$ _____

**Table 1.3**  
**Firm Contract Year 3 - (February 1, 2022 – January 31, 2023)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - 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	730	Each	\$ _____	\$ _____
2.	Snow Surveys (Bi weekly approx. start October to March. Estimated 13 surveys per season)	13	Each	\$ _____	\$ _____
3.	Month End Reports	12	Each	\$ _____	\$ _____

<p><b>Pricing Schedule 2 - Additional "As and When Requested" work</b>          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> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
1.	Hourly labour rate	72	hours	\$ _____	\$ _____
<b>Total Estimated Price - Firm Contract Year 3:</b>					\$ _____

**Table 1.4**  
**Option Period 1 - (February 1, 2023 – January 31, 2024)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p><b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - 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	730	Each	\$ _____	\$ _____
2.	Snow Surveys (Bi weekly approx. start October to March. Estimated 13 surveys per season)	13	Each	\$ _____	\$ _____
3.	Month End Reports	12	Each	\$ _____	\$ _____
<p><b>Pricing Schedule 2 - Additional "As and When Requested" work</b>          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> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
1.	Hourly labour rate	72	hours	\$ _____	\$ _____
<b>Total Estimated Price - Option Period 1:</b>					\$ _____

Solicitation No. - N° de l'invitation  
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**Table 1.5**  
**Option Period 2 - (February 1, 2024 – January 31, 2025) LEAP YEAR**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - 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	<b>732</b>	Each	\$ _____	\$ _____
2.	Snow Surveys (Bi weekly approx. start October to March. Estimated 13 surveys per season)	<b>13</b>	Each	\$ _____	\$ _____
3.	Month End Reports	<b>12</b>	Each	\$ _____	\$ _____
<b>Pricing Schedule 2 - Additional "As and When Requested" work</b> 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.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
1.	Hourly labour rate	<b>72</b>	hours	\$ _____	\$ _____
<b>Total Estimated Price - Option Period 2:</b>					<b>\$ _____</b>

Financial Evaluation Summary:	
Total Price - Firm Contract Year 1 (A):	\$ _____
Total Price - Firm Contract Year 2 (B):	\$ _____
Total Price - Firm Contract Year 3 (C):	\$ _____
Total Price - Option Period 1 (D):	\$ _____
Total Price - Option Period 2 (E):	\$ _____
<b>Total Evaluation Bid Price (A+B+C+D+E) :</b>	<b>\$ _____</b>

**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat <b>K4E21-200136-Norman Wells</b> Security Classification / Classification de sécurité
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL)          LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>	
<b>PART A / CONTRACT INFORMATION / PARTIE A / INFORMATION CONTRACTUELLE</b>	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Environment and Climate Change Canada</b>	2. Branch or Directorate / Direction générale ou Direction <b>Radar and Upper Air Division</b>
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 <b>Provide upper air weather observations at the Norman Wells Weather Station at Norman Wells, NT</b>	
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"/>  Not releasable / À ne pas diffuser <input type="checkbox"/>  Restricted to / Limité à : Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>    Restricted to / Limité à : Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>
No release restrictions / Aucune restriction relative à la diffusion <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"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÉS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÉS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÉS SECRET <input type="checkbox"/>
PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÉS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÉS SECRET (SIGINT) <input type="checkbox"/>	

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat <b>K4E21-200136-Norman Wells</b> Security Classification / Classification de sécurité												
<b>PART A (continued) / PARTIE A (suite)</b>													
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? If Yes, indicate the level of sensitivity. Dans l'affirmative, indiquer le niveau de sensibilité.													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui													
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document:													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui													
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b> 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis													
<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3">Special comments Commentaires spéciaux: _____</td> </tr> </table>		<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<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: _____		
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui													
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b> 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?													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui													
<b>PRODUCTION</b>													
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?													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui													
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>													
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?													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?													
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui													
TBS/ICT 350-103(2004/12)	Security Classification / Classification de sécurité												
													

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**ANNEX "D"**

**INSURANCE REQUIREMENTS**

**A. Commercial General Liability Insurance**

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

- 
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

## **B. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

## **C. All Risk Property Insurance**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 1,000,000.00. The Government's Property must be insured on Replacement Cost basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b. Loss Payee: Canada as its interest may appear or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environments and Climate Change Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**ANNEX "E"**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**



Public Works and Government Services Canada  
 Travaux publics et Services gouvernementaux Canada

**Annex**  
**Annexe** \_\_\_\_\_

**Task Authorization**  
**Autorisation de tâche**

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
 Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non     Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
 Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

**For Revision only - Aux fins de révision seulement**

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

**1. Required Work: - Travaux requis :**

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Solicitation No. - N° de l'invitation  
K4E21-200136/A  
Client Ref. No. - N° de réf. du client  
K4E21-200136

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42030

Buyer ID - Id de l'acheteur  
CAL137  
CCC No./N° CCC - FMS No./N° VME

Annex  
Annexe \_\_\_\_\_

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## ANNEX "G"

### SAHTU DENE AND METIS COMPREHENSIVE LAND CLAIM

In this requirement, it is not mandatory for Bidders to include the Aboriginal Opportunity Considerations (AOC) as part of their proposal.

This procurement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

Bidders are requested to maximize Sahtu employment, subcontracting and on-the-job training opportunities, and involve Sahtu citizens and businesses, in carrying out the work under this project.

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Aboriginal Opportunity Considerations (AOC), and bidders propose Aboriginal opportunities in their bid submission.

The proposed requirement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement. The requirements of this CLCA will apply to this procurement. The provisions that apply are contained in: Chapter 12 – Economic Measures, of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, <http://www.aadnc-aandc.gc.ca/eng/1100100031147/1100100031164>

For purposes of interpretation:

"Participant" is as defined in Chapter 2 (Definitions) of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu settlement area" comprises the area within the Northwest Territories as described in Appendix A of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

"Sahtu Dene and Metis firms" means an entity which complies with the legal requirements to carry on a business in the area and which is a limited company with at least 51 % of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

"deliveries to" means "goods delivered to, and services performed in".

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## ANNEX "H"

### EVALUATION CRITERIA

#### 1. 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.

***The bidder is also highly encouraged not to copy and paste from the RFP or MANUPP when referencing any experience or justifications anywhere in their technical evaluation as this will not be acceptable nor will it be considered as an appropriate response.***

#### 1.1 MANDATORY TECHNICAL CRITERIA:

A complete list of the minimum mandatory criteria are detailed below. Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each of the Mandatory Technical Criteria in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
3. If the supporting documentation referenced above or in the specification has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
4. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
5. **Failure to meet each mandatory requirement will result in the bid being deemed non-responsive, and be given no further consideration.**

**COMPLIANCE MATRIX - MANDATORY REQUIREMENTS (CRITERIA)**

Number	Criteria	Mandatory Technical (MT) Criteria	Performance Specification Met?  Bidder <b>must</b> indicate either Yes/No	<b>Cross Reference:</b> In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
A	Corporate	<p>1. The Bidder must demonstrate in its bid a minimum of three (3) resources. Of these resources the bidder must designate one (1) station manager resource and two (2) support resources.</p> <p>To demonstrate this criterion the Bidder must provide:</p> <p>a. Name of the resource and;</p> <p>b. Identify the role of the resource whether it is a station manager or support resource.</p>		
B	Resources	<p>1. The Bidder must demonstrate in its bid that each resource is legally eligible to work in Canada. This must be demonstrated by providing proof of Canadian citizenship (copy of valid passport or birth certificate), copy of valid Landed Immigrant status card, or copy of valid Work Permit.</p> <p>2. The Bidder must demonstrate in its bid that each resource possesses a valid Driver's License. This must be demonstrated by providing a legible copy of license.</p>		

		<p>3. The Bidder must provide in its bid a signed letter confirming the availability and willingness of each resource, including the station manager to perform the Work under the resulting Contract.</p> <p>To meet this criterion, the Bidder must use the template provided under Annex J, Letter of Availability and Willingness to perform the Work under the Contract, for each of the proposed resources.</p> <p>By providing this letter of availability (Annex J), the Bidder is certifying that the proposed resources are not currently employed by the Bidder or by ECCC at any other weather station within the Upper Air network.</p>		
		<p>4. The Bidder must provide in its bid, for each resource, a resume using the work experience template (Annex K). This template will be used to evaluate each resource. The following information should be provided:</p> <ul style="list-style-type: none"> <li>a. Name of the resource;</li> <li>b. Education;</li> <li>c. Certifications;</li> <li>d. Name of the organization the work was performed for;</li> <li>e. Title of the Project/work or contract name;</li> <li>f. Role and responsibilities of the proposed resource, including a description of the work performed;</li> <li>g. Start date (specify month and year);</li> <li>h. End date (specify month and year);</li> <li>i. Total number of year; including if the work is still in progress;</li> <li>j. Name and contact information (phone number, e-mail) of a reference who will be contacted to confirm the information supplied by the Bidder.</li> </ul>		
		<p>5. The Bidder must demonstrate in its bid that each proposed resource must have a working knowledge of computers and Windows operating systems. This must be demonstrated in the proposed resources' resume.</p>		

**1.2 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. Please do not cut and paste directly from source documentation.

**For the bid to be valid, the bidder must obtain a minimum pass mark of 182 points score within the technical evaluation based on the following grid. Bids that obtain less than 182 points will be considered non-responsive.** Maximum points available: 260 points.

<b>SCORING GRID FOR CRITERIA P1, P2, P3 and P4</b>	
For Criteria P1, P2, P3 and P4 points will be awarded according the following scale:	Points
<p>The bid provides minimal or no information in this evaluation area. Major weaknesses or flaws are identified and/or important information is missing altogether from the bid.</p> <p>The bid does not present reasonable plans or solutions to the identified requirements, or it conveys a lack of understanding of the requirement.</p>	0 points
<p>The bid provides minimal information in this evaluation area. Weaknesses or flaws are identified and/or sufficient detail regarding important information is lacking.</p> <p>The bid presents weak or insufficient plans or solutions to the identified requirements.</p>	10 points
<p>The bid contains an acceptable level of detail in this evaluation area, the proposed methodology/approach is reasonable/realistic, with minor weaknesses.</p> <p>The bid presents adequate plans or solutions to the identified requirements.</p>	20 points
<p>The bid details a comprehensive methodology and approach to meet the requirement in this evaluation area.</p> <p>The bid presents thorough and detailed plans or solutions to the identified requirements which demonstrate a high likelihood that the Bidder will successfully meet the requirements without issue.</p>	30 points

POINT-RATED EVALUATION CRITERIA		Points	Score
P1	<p><b>Plan for the Execution of the Observations program:</b> The Bidder should provide a detailed plan describing how it plans to perform tasks in support of the Aerological Program and Data Collection requirements (30 points)</p> <p>a. The Bidder's plan includes a detailed description of the tasks to be performed with emphasis on standard operating flight procedures, including a task list, a sequence of launch times, criteria for delayed and second releases and missed observations. The Bidder's plan includes an emphasis on performance standards on timeliness and accuracy.</p>	<p><b>Maximum Points:</b> 30</p> <p><b>Minimum Points:</b> 0</p>	
P2	<p><b>Plan for the execution of the maintenance work:</b> The Bidder should provide a detailed plan that demonstrates how resources will conduct maintenance of the station. (30 points)</p> <p>a. The Bidder's plan includes a detailed schedule of maintenance tasks required on station that includes; housekeeping, inventory, weekly and monthly checks and other tasks identified in the statement of work.</p> <p>b. The Bidder's plan includes a detailed description of how it plans to execute repairs in the event of equipment breakdown or failure.</p>	<p><b>Maximum Points:</b> 30</p> <p><b>Minimum Points:</b> 0</p>	
P3	<p><b>Plan for monitoring of observations and quality control:</b> The Bidder should provide a detailed plan that describes how it will monitor observations and perform quality control of observations (30 points)</p> <p>a. The Bidder's plan provides a detailed schedule of quality assurance tasks, including the production of month end reports or performance log and how anomalies will be tracked and reported against after incomplete observations.</p> <p>b. The Bidder's plan includes a description of how roles and responsibilities will be delegated between the station manager and proposed resources for the conduct of aerological observations, monthly reporting and maintenance tasks.</p>	<p><b>Maximum Points:</b> 30</p> <p><b>Minimum Points:</b> 0</p>	
P4	<p><b>Personnel Allocation Plan:</b> The Bidder should describe its plan for allocating personnel who are tasked to perform the duties under the Contract (30 points)</p> <p>a. The Bidder's plan provides a rotation schedule for 60 calendar days. The schedule will demonstrate the allocation of tasks between resources dedicated to the contract, including plans to ensure continuity of service during holidays and when a resource is absent.</p> <p>b. The Bidders plan describes the procedure to ensure observations are not missed when resource is absent for extended period of time.</p>	<p><b>Maximum Points:</b> 30</p> <p><b>Minimum Points:</b> 0</p>	

POINT-RATED EVALUATION CRITERIA		Points	Score
<b>P5</b>	<p><b>Occupational Health and Safety (OHS) Plan:</b> The Bidder should provide in its bid its OHS plan. The OHS Plan should include the following elements:</p> <ul style="list-style-type: none"> <li>a. A detailed Health and Safety policy statement of principles and general rules that will serve as a guide for action that includes:               <ul style="list-style-type: none"> <li>i. Management commitment to protect the safety and health of employees (5 points)</li> <li>ii. Objectives of the program;(5 points)</li> <li>iii. General responsibilities of all employees;(5 points)</li> <li>iv. Promoting safety awareness in the workplace and how health and safety will not be sacrificed for expediency;(5 points)</li> <li>v. Enforcing health and safety regulations and how unacceptable performance of health and safety duties will not be tolerated. (5 points)</li> </ul> </li> <li>b. Safe work procedures while working alone on station; (5 points)</li> <li>c. Training (U/A, WHMIS, TDG); (5 points)</li> <li>d. Reporting and investigating accidents/incidents; (5 points)</li> <li>e. Emergency procedures which include local emergency contact information; (5 points)</li> <li>f. Workplace specific considerations (e.g. use of PPE, safe work procedures , reporting unsafe acts and unsafe conditions); (5 points)</li> </ul>	<p><b>Maximum Points:</b> <b>50</b></p> <p><b>Minimum Points:</b> <b>0</b></p>	
<b>P6</b>	<p><b>Public Sector Experience of Bidder:</b> The Bidder should demonstrate in its bid that it has experience working with the public sector. For each experience working with the public sector the bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>a. Name of organization/client;</li> <li>b. Title of project/contract;</li> <li>c. Description of contract;</li> <li>d. Start and end dates;</li> <li>e. Geographic location;</li> <li>f. Name and contact information (e-mail, telephone number) of a reference who will be contacted to verify the information provided; and</li> <li>g. Lessons learned from the experience/project.</li> </ul> <p>Points will be allocated as follows: One (1) point for each year of relevant experience for which the above information is provided, up to a maximum of ten (10) points. Projects with a duration of less than one (1) year will not accepted.</p>	<p><b>Maximum Points:</b> <b>10</b></p> <p><b>Minimum Points:</b> <b>0</b></p>	

<p><b>P7</b></p>	<p><b>Aerological/Meteorological Experience of Bidder:</b> The Bidder should demonstrate its experience in administering contracts similar in scope and subject matter as the tasks described in the Statement of Work and related Appendices (e.g. aerology or meteorology).</p> <p>For each similar contract administered, the bid should include the following information:</p> <ol style="list-style-type: none"> <li>a. Name of organization/client;</li> <li>b. Title of project/contract;</li> <li>c. Description of contract;</li> <li>d. Start and end dates;</li> <li>e. Geographic location;</li> <li>f. Name and contact information (e-mail, telephone number) of a reference who will be contacted to verify the information provided; and</li> <li>g. Lessons learned from the experience/project.</li> </ol> <p>Points will be allocated as follows: Five (5) points for each year of relevant experience for which the above information is provided, up to a maximum of twenty-five (25) points. Projects with a duration of less than one (1) year will not be accepted.</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>	<p><b>Maximum Points: 25</b></p> <p><b>Minimum Points: 0</b></p>	
<p><b>P8</b></p>	<p><b>Resource Experience</b></p> <ol style="list-style-type: none"> <li>a. Experience of the Delegated Station Manager       <ol style="list-style-type: none"> <li>i. Experience Supervising a team (10 points)</li> <li>ii. Experience in the coordination/management of similar contracts in aerology or meteorology (10 points)</li> </ol> </li> <li>b. Experience of proposed contract resource #1       <ol style="list-style-type: none"> <li>i. Demonstrate experience in the performance of similar contracts of aerology and meteorology (10 points)</li> </ol> </li> <li>c. Experience of proposed contract resource #2       <ol style="list-style-type: none"> <li>i. Demonstrate experience in the performance of similar contracts of aerology and meteorology (10 points)</li> </ol> </li> </ol> <p>Points will be allocated as follows: One (1) point for each year of relevant experience, up to a maximum of ten (10) points. Experience less than one (1) year will not be given any points.</p>	<p><b>Maximum Points: 40 points</b></p> <p><b>Minimum Points: 0</b></p>	
<p><b>P9</b></p>	<p><b>Resource Education</b></p> <p>Points will be allocated as follows: Five (5) points for each of the resources listed in P8 if they possess a minimum of a Secondary School (high school) diploma or equivalent (i.e. GED). This must be demonstrated by providing a legible copy of certificate.</p>	<p><b>Maximum Points: 15 points</b></p>	

		<b>Minimum Points:</b> <b>0</b>	
	TOTAL MINIMUM POINTS ACCEPTABLE	<b>182</b>	
	TOTAL MAXIMUM POINTS AVAILABLE	<b>260</b>	
	TOTAL POINTS ACHIEVED		

**2. ABORIGINAL OPPORTUNITY CONSIDERATIONS (AOC):**

**PART A – Aboriginal Opportunity Considerations (AOC) Plan: Plan Evaluation and Assessment of AOC Guarantee**

For a bid to be assigned points for guarantees made in respect of any AOC bid criteria, **THE BIDDER MUST PROVIDE PROOF WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the AOC and that untrue statements may result in the tender being declared non-responsive.

**ABORIGINAL OPPORTUNITY CONSIDERATIONS CRITERIA**

<b>ITEM</b>	<b>CATEGORY</b>	<b>Available Points</b>
<b>2.0</b>	This procurement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement. Canada reserves the right to confirm validity of all declarations / guarantees.	
2.1	<b>HEAD OFFICE:</b> Bidders are requested to demonstrate the existence of the bidders head office in the Sahtu Dene and Metis Comprehensive Land Claim Area.  Points will be allocated as full marks (10 points) for head offices located in the Sahtu Dene and Metis Comprehensive Land Claim Area or no marks (0 points) for head offices located elsewhere.	/10
2.2	<b>LABOUR - AEROLOGICAL OBSERVATIONS:</b> The employment of onsite Aboriginal persons in carrying out the work of the contract.  Bidder will be evaluated on their firm guarantee to use Sahtu Dene and Metis Comprehensive Land Claim Area in carrying out the work. The percentages identified below relate specifically to on-site labour resources regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.	/90

<p>Labor may demonstrated as follows:          Aboriginal labour from within the contract area must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• A First Nation, Inuit and/or Métis individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project.</li> <li>• The individual must live within the area of the contract. Proof of residency may be requested (Driver's Licence, Territorial Health Card)</li> </ul> <p>Percentages should be supported by a list of specific positions and/or Aboriginal persons that may, or will, be employed and performing aerological observations at the station. Over the term of the contract, Onsite Aboriginal employment will be confirmed by supporting documentation provided by the Contractor and Departmental Representative (as applicable). See the following:</p> <p>0-100% of Aboriginal Observations (<b>Bidders Commitment</b>) = 0-90 points.          Points will be assigned based on a percentage % of the total Points available:          ___ % x total points available</p> <p><u>Example:</u></p> <p>Bidder guarantees 65% of Aerological Observations will be performed by Aboriginal persons</p> <p>= 65% of total points (90)</p> <p><b>65 % x 90 = 58.5 points</b></p> <p>NOTE:          Bidder must demonstrate how they will meet their Aboriginal Observation Percentage. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>	
<p><b>TOTAL POINTS AVAILABLE</b></p>	<p>/100</p>

**PART B - BIDDER GUARANTEE AND CERTIFICATION**

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Aboriginal Benefits plan and periodically receive performance monitoring results

**TABLE 1 – Head Office**

<p><b>Provide Current Business address</b></p>
<p>Bidders MUST demonstrate the existence of head offices, in the Sahtu Dene and Metis Comprehensive Land Claim Area.</p>



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**Bidder Certification**

The Bidder must submit the following certification if a guarantee of Aboriginal Labour is being provided, either at time of bid submission, or prior to contract award.

**ABORIGINAL OPPORTUNITY CONSIDERATION CERTIFICATION:**

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**PRINT NAME****SIGNATURE****DATE**

The bidder certifies it's **AOC** guarantee for contracting submitted with its bid is accurate and complete.

**3. CALCULATION OF BID EVALUATION TOTAL COST:**

**3.1 The Financial bid will be assessed as follows:**

In Annex "B" Basis of Payment:

For each line item, the Usage Quantity will be multiplied by the Firm Unit Price to determine the Total Estimated Cost. The Total Estimated Cost for each line item will be aggregated to determine the Total Estimated Price for that period.

Total Price for each period will be aggregated to determine the Total Evaluated Bid Price.

**3.2 Evaluation of Price**

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

**4. MERIT/COST CALCULATION**

**Highest Responsive Combined Rating of Technical Merit and Price**

- Weighting factor for the technical point-rated score: 54 %
- Weighting factor for AOC Criteria: 6 %
- Weighting factor for the price: 40 %

<b>MERIT:</b> Bidder's Overall Total Point Score / Total Point Available X 54 %	
<b>AOC:</b> Bidder's Overall AOC Total Point Score / Total Point x 6 %	
<b>COST :</b> Lowest Bid Evaluation Total Cost / Bidder's Evaluated Total Cost X 40%	
<b>COMBINED RATING OF TECHNICAL MERIT AND PRICE</b>	

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**ANNEX "I"**

**PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an AOC guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a **quarterly basis**.
2. The contractor must indicate if any objectives were not met and identify why not.
3. Information provided may be subject to verification.
4. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty
6. For follow-up purposes, the communities may receive copies of the contractors Aboriginal Benefits plan and periodically receive performance monitoring results

Return Reports to:

Contracting Authority Name: Ngan Loi

Email: [ngan.loi@pwgsc-tpsgc.gc.ca](mailto:ngan.loi@pwgsc-tpsgc.gc.ca)

**Quarterly AOC Report Schedule:**

Period	Days and Number of Observations
1st quarter: April 1 to June 30	91 days, 182 Observations
2nd quarter: July 1 to September 30	92 days, 184 Observations
3rd quarter: October 1 to December 31	92 days, 184 Observations
4th quarter: January 1 to March 31	Common year: 90 days, 180 Observations Leap year: 91 days, 182 Observations

**TABLE 1 – Head Office**

<b>Provide Current Business address</b>
Contractors must demonstrate the existence of head offices, in the Sahtu Dene and Metis Comprehensive Land Claim Area.

**TABLE 2 – Achievement of Aboriginal Labour Content**

$$\frac{\text{Total No. of Aerological Observations completed by Aboriginal Employees for the reporting period}}{\text{Total Observations completed by contractor during the reporting period}} = \text{_____ \%}$$

Item Number #.	Name & Position Title of Aboriginal Resource (Provide name of resource)	Number of Observations Completed by Aboriginal Employee over the reporting period (Quarterly)
<i>Example:</i>	<i>Jon Doe – Aboriginal Employee</i>	<i>Completed 14 Observations over the reporting period</i>
1.0		
1.1		
*1.2		
2.0	Total No. of Aerological Observations completed by Aboriginal Employees for the reporting period	_____ Observations
3.0	Total Observations completed by contractor during the reporting period	_____ Observations
Achievement of Aboriginal Labour Content for the reporting period:		= $\frac{\text{(Item \# 2.0)}}{\text{(Item \# 3.0)}}$ = _____ %

\*\* Contractor advised to add more line items if required.

Contractor Certification

<b>ABORIGINAL OPPORTUNITY CONSIDERATION ACHIEVEMENT CERTIFICATION:</b>		
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<p>The Contractor certifies the information contained in the <b>ACHIEVEMENT TABLES</b> is accurate and complete.</p>		

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**ABORIGINAL OPPORTUNITY CONSIDERATION INCENTIVE AND PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
- 2.. If the contractor does not meet the certified percentage of onsite Aboriginal Aerological Observations on the Contract and fails to fulfill their onsite Aboriginal employment guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment or hold back provisions. (Table 2A)
3. If the contractor hires additional onsite Aboriginal resources, which results in Aboriginal employment and the contractor exceeding their Aboriginal Aerological Observation guarantee, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1A)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate penalties if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the incentive and penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order or amendment negotiation.

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<b>ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY            CHECKLIST</b>			
<b>CONTRACTOR: _____</b>			
STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Aboriginal Labour - Aerological Observations		
2	Final Contract Value (no GST)	\$	
3	<b>Certified Onsite Aboriginal employment guarantee met, exceeded or fell short?</b>  <b>Met</b> - No applicable penalty or bonus.  <b>Exceeded</b> - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value, that may be paid to the contractor at the end of the project; <b>Proceed to Table 1A</b>  <b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 2A</b>		
4	COMMENTS:		

TABLE 1A - ASSESSMENT OF ONSITE ABORIGINAL LABOUR INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>INCREASED ONSITE ABORIGINAL LABOUR:</b></p> <p><b>Note:</b> Aboriginal participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Aboriginal labour for the Contract based on the following:</p> <p>% Increase = <math>\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}} * 60</math></p> <p>Explanation of above calculation: The calculation is not meant to assess the achievements of what a bidder proposed, but rather the remaining percentage available for bidders to increase their achievements</p> <p>Example:            A bidder proposed 52% and achieved 64% <math>= \frac{64 - 52}{100 - 52} = \frac{12\%}{48\%} = 25\%</math></p> <p>25% of 60 points = 15 points</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase the onsite Aboriginal labour guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to increase the Aboriginal guarantees.            14-27 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal guarantees.            28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal guarantees.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<b>RECOMMENDED ABORIGINAL LABOUR INCENTIVE BONUS</b> (final contract value) x 1% x (total assessed score/100)	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative (if applicable): _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

<b>TABLE 2A - ASSESSMENT OF ONSITE ABORIGINAL LABOUR PENALTY</b>			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Aboriginal content based on the following formula, where:</b></p> <p>Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% * 60</math></p> <p><b>Notes:</b> percentage of 50% or less receives zero points</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Aboriginal employment guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the AOC employment guarantee.            14-27 points - Contractor demonstrated moderate effort while attempting to meet the AOC employment guarantee.            28-40 points - Contractor demonstrated outstanding effort while attempting to meet the AOC employment guarantee.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b>            (100 - total assessed score)% x (Final contract value) x 1%</p>	\$ _____	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____            Project Authority: _____            Contracting Officer (PWGSC): _____</p>		

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**ANNEX "J"**

**LETTER OF AVAILABILITY AND WILLINGNESS TO PERFORM WORK UNDER THE CONTRACT**

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

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**ANNEX "K"**

**WORK EXPERIENCE TEMPLATE**

<b>WORK EXPERIENCE TEMPLATE</b>	
Name of the Resource	
Education	
Relevant Certification	
<b>E.G. EXPERIENCE #1 (repeat for each different work experience)</b>	
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	
<b>EXPERIENCE #2 (repeat for each different work experience)</b>	

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**ANNEX "L"**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

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**ANNEX "M" to PART 5 OF THE BID SOLICITATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)