



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Aerological Observations and Other Services at the Goose Bay Upper Air Station</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000071288</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-03-28</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2023-05-09</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time (EST)</p>	
	<p>F.O.B – F.A.B Not applicable</p>		
	<p>Address Enquiries to - Adresser toutes questions à Tim Pelletier, Senior Procurement Officer</p>		
	<p>Telephone No. – N° de téléphone 902-920-4479</p>		
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2026-03-31</p>		
	<p>Destination of Services - Destination des services Happy Valley/Goose Bay, NL</p>		
	<p>Security - Sécurité There is a security requirement in this solicitation</p>		
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>		<p>Date</p>	



TABLE OF CONTENTS

Aerological Observations and Other Services at the Goose Bay Upper Air Station

PART 1 - GENERAL INFORMATION	4
1. Introduction	4
2. Summary	4
3. Debriefings.....	5
PART 2 - BIDDER INSTRUCTIONS.....	6
1. Standard Instructions, Clauses and Conditions	6
2. Submission of Bids	7
3. Former Public Servant – Competitive Bid.....	8
4. Enquiries - Bid Solicitation.....	9
5. Applicable Laws	9
6. Basis of Canada’s Ownership of Intellectual Property	9
7. Bid Challenge and Recourse Mechanisms.....	10
PART 3 - BID PREPARATION INSTRUCTIONS	11
1. Bid Preparation Instructions	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	13
1. Evaluation Procedures	13
2. Basis of Selection	13
ATTACHMENT 1 TO PART 4,.....	15
1. Technical Evaluation Criteria.....	15
Table 2 – Mandatory Technical Criteria.....	16
Table 3 – Point Rated Evaluation Criteria.....	17
PART 5 - CERTIFICATIONS	21
1. Certifications Required Precedent to Contract Award.....	21
2. Additional Certifications Required Precedent to Contract Award	21
Attachment 1 to Part 5 – Integrity Verification form	23
PART 6 – SECURITY REQUIREMENT	25
1. Security Requirement.....	25
2. Insurance – Specific Requirement.....	25
PART 7 - RESULTING CONTRACT (at contract award, delete this line).....	26
1. Statement of Work	26
2. Standard Clauses and Conditions	26
3. Security Requirement.....	27
4. Term of Contract	28
5. Authorities.....	29
6. Proactive Disclosure of Contracts with Former Public Servants	29
7. Payment.....	30
8. Invoicing Instructions.....	30
9. Certifications	30
10. Applicable Laws	30
11. Priority of Documents.....	30
12. Insurance Requirements – Specific requirement	31
13. PWGSC SACC Manual Clauses	31
14. Dispute Resolution.....	31
1. AEROLOGICAL OBSERVATIONS	32
Appendix 1 to Annex A - Additional Requirements of the Work.....	39



1. OPERATIONS	39
2. RULES OF CONDUCT	44
3. CONTRACT PERSONNEL REQUIREMENTS.....	45
4. FACILITIES.....	48
5. HEALTH AND SAFETY	49
6. Other.....	51
APPENDIX 2 to ANNEX A - LIQUIDATED DAMAGES FOR NON PERFORMANCE- UPPER AIR	52
DEFINITION OF SITUATIONS:.....	52
LIQUIDATED DAMAGES FOR NON PERFORMANCE – SUPPLEMENTARY PROGRAMS	54
APPENDIX 3 TO ANNEX A - HAZARDS	55
Physical Hazards	55
Chemical Hazards.....	55
APPENDIX 4 to ANNEX A - APPLICABLE DOCUMENTS	56
Documents To Be Provided at Contract Award:	56
ANNEX B - BASIS OF PAYMENT	57
ANNEX C - SECURITY REQUIREMENTS CHECK LIST	61
ANNEX D - INSURANCE REQUIREMENTS	64
ANNEX E - LETTER OF AVAILABILITY AND WILLINGNESS TO PERFORM WORK.....	65
ANNEX F - WORK EXPERIENCE TEMPLATE	66

List of Attachments:

Attachment 1 to Part 4, Mandatory Technical Criteria And Point Rated Technical Criteria

List of Annexes:

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Check List
- Annex D Insurance requirements
- Annex E Letter of Availability and Willingness to Perform Work
- Annex F Work Experience Template



TITLE: Aerological Observations and Other Services at the Goose Bay Upper Air Station

PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Insurance Requirements, Letter of Availability and Willingness to Perform Work, and Work Experience Template.

2. Summary

2.1 Environment and Climate Change Canada has a requirement for Aerological Observations and Related Services at the Goose Bay Upper Air Station as detailed in the Statement of Work, Annex A to the bid solicitation.

The period of the contract will be from September 1, 2023 through August 31, 2026, with provisions for two (2) additional one (1) year option periods.

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

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

2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.



- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).
- 2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.



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

4007 (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

Supplemental General Conditions 4007 (2022-12-01) is modified as follows :

At Section 06

Delete: *In its entirety.*

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

1.1 PWGSC SACC Manual Clauses

A7035T 2007-05-25, List of Proposed Subcontractors

2. Submission of Bids

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



3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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



If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
- h. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Basis of 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, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



7. Bid Challenge and Recourse Mechanisms

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid one (1) soft copies in PDF format

Section II: Financial Bid one (1) soft copies in PDF format

Section III: Certifications one (1) soft copies in PDF format

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

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Tim Pelletier

Solicitation Number: 5000071288

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

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

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

Section I: Technical Bid

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

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



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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.2 Bidders should include the following information in their financial bid:

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

1.3 Other clauses

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

1.1.1 Technical Evaluation Criteria

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.2 Financial Evaluation

Refer to Annex "B" Basis of Payment

1.2.1 Evaluation of Price

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

2. Basis of Selection

2.1 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;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 76 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 119 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical 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 60%.



5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Table 1 - Example Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1 st	3 rd	2 nd



ATTACHMENT 1 TO PART 4, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL 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 time 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. 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.

4. Failure to meet each mandatory requirement will result in the bid being deemed non-responsive, and be given no further consideration.



Table 2 – Mandatory Technical Criteria

Number	Criteria	Mandatory Technical (MT) Criteria	Performance Specification Met? Bidder <u>must</u> indicate either Yes/No	Cross Reference: In this column, Bidders should cross-reference where this is indicated in their supporting documents.
MT1	Corporate	<p>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>		
MT2	Resources	<p>The bidder’s Station Manager must have ONE of the following:</p> <p>Demonstrate experience as an upper air observer for a minimum of two (2) years.</p> <p>Demonstrate experience as a Station Manager with minimum of two (2) years’ experience managing a team</p> <p>Demonstrate a minimum two (2) years’ experience supervising a team</p>		
MT3	Resources	<p>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 F, Letter of Availability and Willingness to perform the Work under the Contract, for each of the proposed resources.</p>		



		By providing this letter of availability (Annex F), 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.		
MT4	Resources	Resumes of all the proposed observers and designated station manager must be included in the Technical Bid. Resumes MUST include the following: <ul style="list-style-type: none"> • Education (at a minimum, resource must list that they have a Secondary School diploma or equivalent (GED), the school or location, and year it was obtained. • Experience using Microsoft Windows Operating System, include a minimum of two Microsoft programs they have applied in their experience, such as Word, Excel, Outlook • Detailed work history including dates, role and responsibilities, and description of work performed 		
MT5	Safety	Must maintain a working alone policy, found in the OHS Plan. To demonstrate this, the contractor shall provide their OHS plan.		

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 the solicitation.

For the bid to be valid, the bidder must obtain a minimum pass mark of **76 points** score within the technical evaluation based on the following grid. Bids that obtain less than **76 points** will be considered non-responsive. Maximum points available: **119 points**.

Table 3 – Point Rated Evaluation Criteria

P1	<p>Plan for the Execution of the Observations program: The Bidder should provide a detailed plan describing how it plans to perform tasks in support of the Aerological Program and Data Collection requirements.</p> <p>a. The Bidder’s plan should include a detailed description of the tasks to be performed on station with an emphasis on standard operating flight procedures and maintenance tasks. The Bidder’s plan should include an emphasis on performance standards on timeliness and accuracy.</p>	Maximum Points: 14	
-----------	--	---------------------------	--



	<p>Bidders will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> • Sequence of launch times for daily observations – 2 points • Criteria for delayed releases – 2 points • Criteria for second releases – 2 points • Reasons for missed observations – 2 points • Inventory stock – 2 points • Monthly and Quarterly checks – 2 points • Stony Plain Service Desk – 2 points 		
<p>P2</p>	<p>Plan for monitoring of observations and quality control: The Bidder should provide a detailed plan that describes with sufficient supporting information how it will monitor observations and perform quality control of observations.</p> <p>a. The Bidder's plan should provide a detailed schedule of quality assurance tasks which include; the production of month end reports or performance log and how anomalies will be tracked and reported against after incomplete observations. Bidders will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> • Production of monthly reporting/month end reports including stock count– 4 points • Production of performance log and how anomalies will be reported – 4 points • Procedures to ensure that resource performance will remain at a high level. This could include items such as, but not limited to: spot checks, work attendance reporting how anomalies will be tracked after incomplete observations, etc. – 2 points 	<p>Maximum Points: 10</p>	
<p>P3</p>	<p>Personnel Allocation Plan: The Bidder should describe its plan for allocating personnel who are tasked to perform the duties under the Contract.</p> <p>Bidders will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> • Provide a rotation shift schedule for 60 calendar days – 5 points • Using the schedule or in writing, demonstrate plans to cover the following: <ul style="list-style-type: none"> ○ one shift on short notice (same day) due to employee illness – 5 points ○ when resource is absent for extended period of time – 5 points • Using the schedule, demonstrate the allocation of monthly tasks between the Station Manager and proposed resources dedicated to the contract- 5 points 	<p>Maximum Points: 20</p>	



	<ul style="list-style-type: none"> ○ Monthly tasks may include but not limited to: Housekeeping tasks, empty trashcans, clear snow of doors, create schedule, dust etc. 		
<p>P4</p>	<p>Occupational Health and Safety (OHS) Plan: The Bidder's OHS plan should:</p> <p>Purpose (14 points, 2 points per bullet)</p> <ul style="list-style-type: none"> • Describe how safety awareness will be promoted at the station– 2 points • Describe how safety awareness will be monitored on a daily basis at the station – 2 points • Describe how the OHS plan will protects its employees – 2 points • Describe how safe work practices will be enforced including how unacceptable performance of health and safety duties will not be tolerated – 2 points • Give examples of common workplace hazards – 2 points • Describe measures that will be implemented to reduce workplace accidents-2 points • Describe how accidents/incidents will be reported and investigated at the station - 2 points <p>Basic site safety management - The Bidder should include (6 points)</p> <ul style="list-style-type: none"> • Working alone policy -2 points • Emergency response plan- 2 points • Local emergency contact information – 2 points 	<p>Maximum Points: 20</p>	
<p>P5</p>	<p>Public Sector Experience of Bidder: 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 should provide the following information:</p> <ol style="list-style-type: none"> a. Name of organization/client; b. Title of project/contract; c. Description of the work; d. Start and end dates YYYY/MM; e. Geographic location; and f. Name and contact information (e-mail, telephone number) of a reference who may be contacted to verify the information provided. <p>Points will be allocated as follows: One (1) point for each year of relevant experience for which the above information is fully provided, up to a maximum of ten (10) points. Projects with a duration of less than one (1) year will not 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>Maximum Points: 10</p>	



P6	<p>Resource Experience</p> <ul style="list-style-type: none"> a. Experience of the Delegated Station Manager <ul style="list-style-type: none"> i. Experience Supervising a team (5 points) ii. Demonstrate Experience in the performance of similar contracts of aerology or meteorology as an upper air observer (5 points) b. Experience of proposed contract resource #1 <ul style="list-style-type: none"> i. Demonstrate experience in the performance of similar contracts of aerology and meteorology as an upper air observer (5 points) c. Experience of proposed contract resource #2 <ul style="list-style-type: none"> i. Demonstrate Experience in the performance of similar contracts of aerology and meteorology (5 points) d. Additional proposed contract resources above the minimum required (10 points) <ul style="list-style-type: none"> i. 5 points per additional resource for a maximum of 10 points 	Maximum Points: 30	
P7	<p>Resource Experience</p> <p>Experience of the proposed resources should be included in each resume. Points will be allocated as follows: One (1) point for each year of relevant experience, up to a maximum of five years (5 points) per resource.</p> <p>Experience less than one (1) year will not be given any points. Bidders should demonstrate this experience on the completed Annex F</p>	Maximum Points: 15 points	
	TOTAL MINIMUM POINTS <u>REQUIRED</u>	76 points	
	TOTAL Maximum points available	119 points	
	TOTAL POINTS ACHIEVED		



PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.1.1 Integrity Provisions – Required Information

Included at Attachment 1 to Part 5, bidders will find the Integrity provisions verification form which will be requested prior to contract award, the bidder will be provided with three (3) business days to return to Contracting Authority, the form may also be completed and submitted with the bid.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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



control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

Bidders shall include Annex F, completed for each resource, under Section III of their bid.

2.2 Education and Experience

A3010T (2010-08-16), Education and Experience

2.3 Occupational Health and Safety Certifications

Bidders shall include evidence of; or, registration to the following courses:

- Upper Air Measurements course
- WHMIS: Workplace Hazardous Materials Information System
- TDG: Transportation of Dangerous Goods



Attachment 1 to Part 5 – Integrity Verification form

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

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

* Informations obligatoires / Mandatory Information

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



Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d’approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d’une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d’entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n’ont pas à soumettre une liste de noms.

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

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

¹ Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors



PART 6 – SECURITY REQUIREMENT

1. Security Requirement

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

- i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

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

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

2. Insurance – Specific Requirement

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.



PART 7 - RESULTING CONTRACT (at contract award, delete this line)

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

Title: (insert only at contract award)

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B 2020-05-28 General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

- a. "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
- b. "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is



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

2.2 Specific Person(s)

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

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

3. Security Requirement

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



- Access to RESTRICTED AREAS and NO ACCESS to PROTECTED and/or CLASSIFIED INFORMATION or assets (Block 6b);
- Personnel Security level – RELIABILITY (Block 10a);
 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
 4. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of September 1, 2023 to August 31, 2026.

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 two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Comprehensive Land Claims Agreements

This solicitation is not subject to any Comprehensive Land Claims Agreements.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tim Pelletier

Title: Senior Procurement Officer

Environment and Climate Change Canada, Procurement and Contracting Division

Address: 45 Alderney Drive, Dartmouth NS, B2Y 2N6

E-mail address: Timothy.Pelletier@ec.gc.ca

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

5.2 Project Authority (to be provided at contract award)

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Project Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the 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.

5.3 Contractor's Representative (to be provided at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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



7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price , as specified in Annex "B" for a cost of \$ _____. Customs duties include, 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.

7.3 PWGSC SACC Manual Clauses

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

7.4 Time Verification

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 Payment - Monthly Payment (SACC H1008C)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

9. Certifications

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.

10. Applicable Laws

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

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) 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28) as modified;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List;
- f) Annex D, Insurance Requirements;
- g) Annex E, Letter of Availability and Willingness to Perform Work;
- h) Annex F, Work Experience Template
- i) the Contractor's bid dated _____.

12. Insurance Requirements – Specific requirement

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.

13. PWGSC SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

14. Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".



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 service of a Contractor to prepare the instruments and conduct two (2) upper air soundings per 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, onsite at the upper air station situated in Happy Valley Goose Bay, NL.

The work must be performed at the ECCC Goose Bay Upper Air Weather station located at 30-40 Abbott Drive Happy Valley, Goose Bay, NL.

The Contractor will conduct the management and operations of the observing program three hundred and sixty-five (365) days per year, 366 days in a leap year by 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 Goose Bay 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:

MORNING	
DESCRIPTION	UNIVERSAL COORDINATED TIME (UTC)
Begin instrument preparation	10:30
Aerological release and start the survey	11:15
Completion of survey	13:15
Survey ends / Complete post flight work	13:30
EVENING	
Begin instrument preparation	22:30
Aerological release and start the survey	23:15
Completion of survey	01:15
Survey ends / 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 connected to the ground check station. Once the initial conditioning is completed, the radiosonde instrument is placed outdoors in order to acclimatize to current weather conditions.
- D. **Release:** The standard hours for aerological observations are considered to be 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 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.

2. 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.

a) Ozonesonde Pre-flight check:

Once per week, the Contractor shall perform an ozonesonde pre-flight check. The pre-flight checks are to be performed in accordance with the Manual of Upper Air Observations (MANUPP) and the Navaid Operators Manual. As a pre-flight check cannot be performed during the aerological ascent, one hour of additional compensation will be given for each pre-flight check performed. It is anticipated that there will be 52 pre-flight checks per year.

b) Ozonesonde Flight:

Once per week, the Contractor shall perform an ozonesonde flight in conjunction with a regular aerological ascent. The ozonesonde flights are to be performed in accordance with the manual "Ozonesonde Operations Handbook". As an ozonesonde flight requires additional time to perform, one-hour additional compensation will be given for each ozonesonde flight performed. It is anticipated that there will be 52 ozonesonde flights each year.

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 DUTIES

- a) **Reports:** The Contractor must complete the Monthly Aerological Record and Monthly Stock report of expendable supplies. These reports will be sent to designated email addresses. 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.
- b) **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. This will include the supply of helium cylinders which are used a backup lifting gas to the HOGEN. This must be done during the hours of work and not incur any additional charges to ECCC. Shipping charges will be incurred by ECCC.
- c) **Routine Equipment Maintenance:** At the request of the ECCC Inspector, the Contractor must , while completing its aerological duties, perform routine maintenance of meteorological equipment supplied at



the station. This will include, but is not limited to, routine monthly BUMP test on the HOGEN and routine monitoring, testing and calibrating of quarterly gas calibrations on the HOGEN up to four times per year. Training for this function will be provided by qualified ECCC staff. There will be a requirement to perform 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 the ECCC technical authority as well as Stony Plain service desk at 1-877-292-0939f repair or replacement of the equipment is required.

- d) Brewer Spectrophotometer:** During each aerological observation prior to (1200 UTC and 0000UTC) the Contractor shall be responsible for the maintenance of the Brewer Spectrophotometer by ensuring that all data is being transmitted and records are being mailed pus:

Daily checks:

- Computer checks
- Dome and window cleaning
- Moisture checks
- Steps per revolution
- Sightings
- Desiccant check

Monthly checks

- Azimuth drive plate cleaning
-

Quarterly checks:

- Periodic re-leveling of the Brewer
- Periodic calibration lamp replacement

Upon request:

- Periodic diagnostic and troubleshooting
- Replacement of Brewer and returning old unit
-

All contract personnel who will work on the brewer will be provided with training on site.

- e) Repairs:** Repairs may be required on the HOGEN equipment or facilities. When problems are noted during normal use/or testing, the problem will be reported to the ECCC Technical Authority as well as Stony Plain service desk at 1-877-292-0939 or, in their absence, to a representative identified by Environment & Climate Change Canada immediately. The Contractor may be required to assist in the repairs to the HOGEN. Work performed outside regular hours of work must be paid at the hourly rate submitted in the Basis of Payment.

- f) 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.

- g) 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



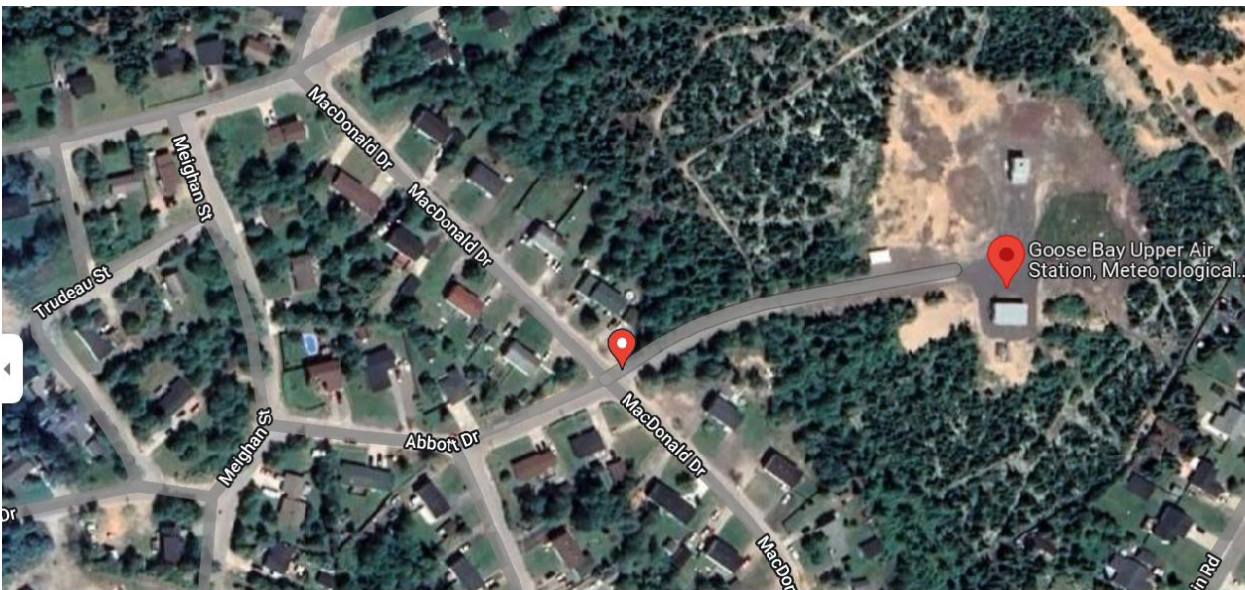
at the rate for aerological observations submitted in the Basis of Payment. (There is no guarantee these observations will be required).

4. LOCATION OF THE WORK

Goose Bay, NL



The Upper Air Weather Station – Operations Building (right) and the Hydrogen shed (left) where the balloon releases occur.





Goose Bay Upper Air Weather station is located at 30-40 Abbott Drive, Valley Goose Bay, NL A0P 1S0
53.3000°N 60.3666°W

1. The work cannot be performed remotely. The work must be performed at the ECCC Goose Bay Upper Air Station. Contract resource must be on site twice a day to conduct aerological observations at times indicated below. Contract resources must be provided on site three hundred and sixty-five (365) days per year, (366 days in a leap year)
2. Transportation to and from the site is the responsibility of the Contractor. ECCC will not reimburse any travel or lodging cost.
3. By signing the contract, the contractor commits that he will have staff on site to execute the work identified in the contract.

7. LANGUAGE OF THE WORK

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

8. TRAVEL

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



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

1. OPERATIONS

1.1 Contractor Responsibilities

- 1.1.1. The Contractor must provide a telephone number, fax number and an e-mail address. The phone, fax and email must be operational for the duration of the contract and which will be monitored during the times when the station is not attended. This is a mandatory requirement and should be submitted in the bid submission.
- 1.1.2. The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with lifting gas according to the established safe work practices and procedures. Hydrogen is 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.
- 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 of loss results from the negligence or abuse of the equipment by the Contractor or contract resources. The Contractor or contract resources will immediately report, to the 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 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.
- 1.1.19. 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:
 - Monthly Station Record - to include observer performance summary, radiosonde rejection information, while testing the two gas safety sensors (BUMP test) will be required as well as a narrative describing the overall functioning of the station for Goose Bay for the past month.
 - Station Equipment Checklist - to include DI Daily, HOGEN Daily, HOGEN monthly, fire extinguisher checks, emergency light checks, eye wash station checks



- Occupational Health and Safety Report –Appendix 1 to Annex A - ensure the Health and Safety checklist is completed and current.
- Stock Report - report accurate inventory of meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items).

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.

- 1.1.20. It's the contractors' responsibility to keep a supply of forms, office supplies, and meteorological supplies including radiosondes, balloons, rope, and helium. When necessary the contractor will make a list of any missing items and email the Project Authority.
- 1.1.21. The weather station facilities must not be used for living or sleeping quarters except in case of an extreme weather emergency.
- 1.1.22. The Contractor is responsible for the logistics of getting contract resources to and from the weather observing station and the associated costs are the sole responsibility of the Contractor and/or contract resources.
- 1.1.23. The Contractor must ensure all privately owned motor vehicles, ATV's and snow machines operated in the vicinity of the weather station fully comply with Provincial, Territorial, Regional and Hamlet/Town regulations and must be properly licensed and insured.
- 1.1.24. The Contractor must ensure the weather observing station and associated facilities are operated and maintained in an environmentally responsible manner.
- 1.1.25. The Contractor must maintain the records associated with each sounding and the supplementary programs. This includes but is not limited to completing checks and maintenance logs, recording serial numbers, balloon release times, instrument readings and archiving data. Legible copies of all designated records and/or abstracts must be retained on station for a period designated by the Project Authority. The administration and documentation associated with the aerological observation program and the supplementary scientific programs can be completed during the aerological balloon observation time and will not cause the Contractor to invoice for additional work.
- 1.1.26. When requested, the Contractor or the Contractor's designated Station Manager must meet with an ECCC representative on-site.
- 1.1.27. The Contractor is responsible for housekeeping and must purchase and provide materials required to perform routine housekeeping duties on site. These supplies include but are not limited to: garbage bags, toilet tissue, Kleenex, paper towels, cleaning supplies, etc. The cost for these materials is to be included in the firm, all-inclusive rates provided in the Basis of Payment.
- 1.1.28. The Contractor must purchase and provide all routine stationery and other office supplies such as, but not limited to, paper, pens, pencils, tape, paper clips, stapler, etc. The cost of these supplies is to be included in the firm, all-inclusive rates provided in the Basis of Payment.
- 1.1.29. The Contractor is responsible for all costs associated with injury or accident arising out of the Contractor's negligence (e.g. appropriate warning signs were not correctly posted or



improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).

- 1.1.30. The Contractor will not be responsible for the loss of or damage to the equipment supplied by ECCC unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or staff must immediately report any defects or damage to the supplied equipment to the Technical Authority. The Contractor must immediately notify the Technical Authority if repair or replacement of the equipment is required.
- 1.1.31. The Contractor will immediately report any equipment breakdown or operational problem to the Stony Plain Service Desk at the following number: 1-877-292-0939. The technicians who work there provide help and assistance to station staff in the event of breakdowns and operational problems. The contractor must not hesitate to contact them in case of doubt. Station staff will then be invited to follow the advice provided by the technician on duty.
- 1.1.32. 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.
- 1.1.33. 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.

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. 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. **Digital Electronic Barometer** – A digital station barometer for use in determining atmospheric pressure. ECCC has installed this equipment inside



the office facility with its primary use for the surface release data inputted during the upper air balloon flights.

- b. **Stevenson Screen** – White louvered wooden box and stand mounted outdoors in the meteorological instrument area housing temperature and humidity equipment.
 - c. **Wind Speed Direction & Detection** – Detecting instruments are mast-mounted outdoors at the height of ten (10) and two (2) meters. Information gathered by these is transmitted via cable to indoor mounted indicating instruments.
 - d. **Instrument Cabinets** – used to house indicating and recording equipment. The cabinet is located indoors in the operations building and outdoors in the meteorological instrument compound.
 - e. **Communication Equipment**- Used to transmit data from the upper air releases and the Reference Climate Station. Includes routers and modems.
 - f. **NAVAID aerological Observing System** – Used for the acquiring and processing of upper air data using a GPS satellite positioning system and balloon carried radiosonde instrument. Antennas for this equipment are located on the wood platform above the operations building.
 - g. **Aerological Balloon Inflation Facilities** – Used to inflate balloons with a lifting gas for upper air soundings.
 - h. **Helium** –Helium is provided in the form of gas cylinders as a backup lifting gas to hydrogen. Cylinders are shipped at no cost to the Contractor. Storage of helium cylinders must be in the inflation building.
 - i. **HOGEN/Tank Assembly** – The Hogen is a hydrogen generator located in an isolated room inside 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.
 - j. **Safety Systems**- Safety systems include fire (Fire Eye's), smoke and gas detectors (XNX's). These detectors replay 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 Card 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.
- 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.
- 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 ensure all aerological observations are recorded, coded and transmitted by contract resources trained and/or certified by ECCC.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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 course - \$3000.00 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.
- 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 roadway and/or yard area is required. ECCC is responsible for the cost of garbage removal and snow removal for the roadway and or yard.

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 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 The contractor or designate station manager will complete the monthly station Occupational Health and Safety (OHS) check list and forward to the Project Authority.
- 5.1.6 The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This includes but is not 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.
- 5.1.7 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.
- 5.1.8 The Contractor must ensure that all compressed gas cylinders are properly stored, handled, labeled and have the required documentation before shipping.
- 5.1.9 The Contractor must ensure that SDS's (Safety Data Sheets) for all hazardous materials 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 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.

5.1.10 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.

5.1.11 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.

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 (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 their 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 and submit the Emergency Action Plan within thirty (30) days of the commencement of the contract.

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:
 - 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 The contractors 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. Other

- 6.1 ECCC will provide the services of a qualified officer of Environment & Climate Change Canada to inspect the station and records from time to time, in order to assist the Contractor in achieving and maintaining acceptable standards of operation,.
- 6.3 Due to issues such as human resources and automation, ECCC retains the right to terminate the contract without penalty upon sixty (60) days written notice; or, in part, (de-scoping) upon sixty (60) days written notice by ECCC.



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

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:

<p>NORMAL RELEASE</p>	<p>Every effort must be made to perform the aerological release at 11:15 UTC (morning) and 23:15 UTC (evening).</p> <p>Due to conditions beyond the control of the Contractor there may be short delays in performing the release and actual release times between 11:15 and 11:29 UTC (morning) and 23:15 and 23:29 UTC (evening) will be considered "normal".</p>
<p>EARLY RELEASE</p>	<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>A reduction of one-half (0.5) times the aerological Observation rate may apply.</p>
<p>DELAYED RELEASE</p>	<p>If an aerological release is made after 11:29 UTC but before 11:45 UTC OR after 23:29 UTC but before 23:45 UTC), the release shall be deemed Delayed, must be logged as "DELAYED" and a message must be sent on the ECCC communications system advising of the delayed ascent.</p> <p>If the delay was caused by conditions beyond the control of the Contractor (i.e. equipment malfunction or weather), there shall be no reduction in the 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>
<p>MISSED AEROLOGICAL OBSERVATIONS</p>	<p>Releases must not be attempted after 13:45 UTC (morning) and 01:45 UTC (evening).</p> <p>If an aerological release is not attempted before 13:45 UTC (morning) and/or 01:45 UTC (evening), the observation shall be deemed "MISSING". A message must be sent on the ECCC communication system advising of the missed ascent.</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>INCLEMENT WEATHER/ROAD CONDITIONS</p>	<p>If the weather or road conditions are such that the Contractor could not reasonably be expected to travel to the upper air station to attempt an aerological release, the Contractor will not be liable for non-performance liquidated damages resulting from the missed observation; however, the Stony Plain Service Desk MUST still be notified 1 877 292-0939. If the following criteria are met, payment will not be made for the ascent but non-performance liquidated damages will not apply:</p> <ol style="list-style-type: none"> 1. Prevailing wind speed greater than sixty (60) kilometers/hour; and 2. Either <ol style="list-style-type: none"> a. Prevailing visibility less than four hundred (400) meters (1/4 mile) or b. Wind chill -60°C or colder <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 MUST be called via their toll free number 1-877-292-0939. If the call is not made, the flight will be considered to be missed and Liquidated Damages will be applied.</p> <p>If the weather conditions in in the above paragraph do not exist, but in the opinion of the Contractor attempting an observation will cause a significant risk to the observer’s health and safety, then the Contractor is not obligated to attempt an aerological observation and liquidated damages will not apply, however the Stony Plain Service Desk MUST still be notified.</p> <p>If the contract resource cannot make it to the Upper Air Station for reasons other than inclement weather, such as building maintenance issues, vehicle issues or for any other reason the Stony Plain Service Desk MUST be notified via their toll free number 1 877 292-0939.</p>
<p>OBSERVATION QUALITY</p>	<p>If the 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>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.</p>
<p>DELAYED/MISSING BULLETINS</p>	<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>

LIQUIDATED DAMAGES FOR NON PERFORMANCE – SUPPLEMENTARY PROGRAMS

Non-performance - Supplementary Programs

If a supplementary program, for which addition remuneration is provided (Ozonesonde 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.



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 may be 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:

- methyl or isopropyl alcohol
- 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.

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.



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

Hogen Operation and Maintenance Manuals

Aqua Solutions Operations Manual

Safety and Health Manual for Atmospheric Environment Program

Aerological Observer's Course Training Manual

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 - (September 1, 2023 – August 31, 2024)

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p>Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.</p>					
1.	Aerological Observations	730	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____
3.	Ozone pre-flights	52	Each	\$_____	\$_____
4.	Ozone flights	52	Each	\$_____	\$_____
<p>Pricing Schedule 2 - additional "As and When Requested" work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
1.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
2.	Hourly labour rate	72	hours	\$_____	\$_____
Total Estimated Price - Firm Contract Year 1:					\$_____



Table 1.2
Firm Contract Year 2 - (September 1, 2024 – August 31, 2025)

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p>Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.</p>					
1.	Aerological Observations	730	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____
3.	Ozone pre-flights	52	Each	\$_____	\$_____
4.	Ozone flights	52	Each	\$_____	\$_____
<p>Pricing Schedule 2 - Additional “As and When Requested” work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
1.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
2.	Hourly labour rate	72	hours	\$_____	\$_____
Total Estimated Price - Firm Contract Year 2:					\$_____

Table 1.3
Firm Contract Year 3 - (September 1, 2025 – August 31, 2026)

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p>Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.</p>					
1.	Aerological Observations	732	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____



3.	Ozone pre-flights	52	Each	\$_____	\$_____
4.	Ozone flights	52	Each	\$_____	\$_____
<p>Pricing Schedule 2 - Additional “As and When Requested” work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
1.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
2.	Hourly labour rate	72	hours	\$_____	\$_____
Total Estimated Price - Firm Contract Year 3:					\$_____

Table 1.4
Option Period 1 - (September 1, 2026 – August 31, 2027)

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p>Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.</p>					
1.	Aerological Observations	730	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____
3.	Ozone pre-flights	52	Each	\$_____	\$_____
4.	Ozone flights	52	Each	\$_____	\$_____
<p>Pricing Schedule 2 - Additional “As and When Requested” work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
1.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
2.	Hourly labour rate	72	hours	\$_____	\$_____



Total Estimated Price - Option Period 1:	\$ _____
---	----------

**Table 1.5
Option Period 2 - (September 1, 2027 – August 31, 2028)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations	730	Each	\$ _____	\$ _____
2.	Month End Reports	12	Each	\$ _____	\$ _____
3.	Ozone pre-flights	52	Each	\$ _____	\$ _____
4.	Ozone flights	52	Each	\$ _____	\$ _____
Pricing Schedule 2 - Additional "As and When Requested" work The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A. Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
1.	Additional observations as and when requested throughout the contract year	36	Each	\$ _____	\$ _____
2.	Hourly labour rate	72	ours	\$ _____	\$ _____
Total Estimated Price - Option Period 2:					\$ _____

Table 1.6 – Financial Summary

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):	\$ _____
Total Evaluation Bid Price (A+B+C+D+E) :	\$ _____



ANNEX C - SECURITY REQUIREMENTS CHECK LIST







ANNEX D - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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



ANNEX E - LETTER OF AVAILABILITY AND WILLINGNESS TO PERFORM WORK

I, _____ **[insert name]**, confirm that I am willing and available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation, and that I am willing to undergo any required training to do the work.

I further confirm that _____ **[insert name of Bidder]** has the authorization to provide my name as a resource in its bid for the Weather Observation Services Contract.

Name and Signature

Date



ANNEX F - WORK EXPERIENCE TEMPLATE

WORK EXPERIENCE TEMPLATE	
Name of the Resource:	
Education:	Secondary School:
	Other:
Fundamental Computer Skills	Provide an example of working knowledge of computers and Windows operating system.
Other Relevant Certification:	
EXPERIENCE #1 (repeat for each different work experience)	
Name of the organisation the work was performed for;	
Title of the Project/work or contract name;	
Description of the work provided, including role and responsibilities of the proposed resource;	
Start date (specify month and year);	
End date (specify month and year);	
Total number of year; including if the work is still in progress;	
Name and contact information (phone number, e-mail) of an reference who will confirm the information supplied by the Bidder	
EXPERIENCE #2 (repeat for each different work experience)	