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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000066943</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-04-13</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 6 :00 P.M. on – le 2023-05-04</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time (EDT)</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à James Molinski james.molinski@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-03-31</p>	
	<p>Destination - of Services / Destination des services Quebec</p>	
	<p>Security / Sécurité There is a security requirement associated with 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>	



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**TITLE: Field Support for Automated Radiosonde Observing System at Inukjuak Weather Station
Inukjuak, Quebec Centre**

PART 1 – GENERAL INFORMATION

1.1 Security Requirement

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

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

1.2 Statement of Work

Environment Canada has a requirement for field support in Quebec as detailed in the Statement of Work, **Annex A**, to the bid solicitation. The term of the Contract is from award to March 31, 2024 with two (2) one year option periods.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PSPC/PWGSC *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 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 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"

2.2 Submission of Bids

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

2.3 Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;



- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.6 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:

Office of the Procurement Ombudsman (OPO)
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

3.1 Bid Preparation Instructions

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

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

Note for electronic submission of bids:

In order to be considered, bids must be received by 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: James Molinski
Solicitation Number: 5000066943

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 must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.4 **Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price in accordance with the Basis of Payment in Annex "B".

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 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 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Evaluation Criteria are included in Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

A minimum score of 25 must be obtained for the proposal to be considered responsive.

Point Rated Technical Criteria is included in Attachment 1 to Part 4

1.2 Financial Evaluation

1.2.1 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, including option periods, 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 technical criteria;and
 - (c) obtain the required minimum score of 25 points for the technical evaluation criteria which are subject to point rating.
- 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 100 and the lowest evaluated price is \$55,000.00 (55).

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$65,000.00	\$55,000.00	\$60,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 60 = 54$	$70/100 \times 60 = 42$	$80/100 \times 60 = 48$
Pricing Score	$55/65 \times 40 = 34$	$55/55 \times 40 = 40$	$55/60 \times 40 = 37$
Combined Rating	88	82	85
Overall Rating	1 st	3 rd	2 nd



ATTACHMENT 1 TO PART 4

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.**

COMPLIANCE MATRIX - MANDATORY REQUIREMENTS (CRITERIA)

Number		Mandatory Technical (MT) Criteria	Performance Specification Met? Bidder must indicate either Yes/No	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M1		The Bidder must propose two (2) resources – one as the main operator and one back-up operator.		
M2		The Bidder’s Proposed Resources must have a Secondary School Diploma or equivalent (General Education Development (GED)) or higher level of education. In order to demonstrate this, the Bidder Must complete the Education and Work Experience Template found at Attachment 2 to Part 4 for each Proposed Resource which includes the following information:		



		<ul style="list-style-type: none">-Highest level of education completed-Name of School or location-Year the education was obtained. <p>Environment and Climate Change Canada reserves the right to request proof of education prior to contract award.</p>		
M3		<p>The Bidder must provide a detailed work history for each Proposed Resource.</p> <p>In order to demonstrate this, the Bidder must complete the Education and Work Experience Template found at Attachment 2 to Part 4 for each Proposed Resource which includes the following information:</p> <ul style="list-style-type: none">-Name of the organization-Title of the Project/work or contract name-Description of the work provided, including role and responsibilities of the proposed resource-Start and End date (if applicable)-Name and contract information of a reference.		



POINT RATED EVALUATION CRITERIA

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Please do not cut and paste directly from source documentation.

For the bid to be valid, the bidder must obtain a minimum pass mark of 35 points score within the technical evaluation based on the following grid. Bids that obtain less than 35 points will be considered non-responsive. Maximum points available: 35 points.

POINT-RATED EVALUATION CRITERIA		Points	Score
P1	<p>Expertise of the Bidder’s Proposed Resources The Bidder should include the expertise of each of the Proposed Resources have operated within any meteorological capacity including, but limited to:</p> <ul style="list-style-type: none"> a. Managing a meteorological facility b. Conducting meteorological observations and measurements including but not limited to maintenance and calibration of equipment and aerological soundings c. Operation of precipitation collectors for analysis <p>1 point will be awarded for each year of the experience collectively obtained by the Proposed Resources to a maximum of 5 points per Proposed Resource.</p>	<p>Maximum Points: 10</p> <p>Minimum Points: 0</p>	

POINT-RATED EVALUATION CRITERIA		Points	Score
P2	<p>Occupational Health and Safety (OHS) Plan: The Bidder’s Occupational Health and Safety plan should include:</p> <p>Basic Site Safety Management- The Bidder should include (10 points)</p> <ul style="list-style-type: none"> • Emergency Response Plan- 2 points • Local Emergency Contact Information – 2 points • Safe Work Procedures – 2 points • Reporting and investigating Accidents/Incidents – 2 points <p>Training and Certifications (2 points)</p> <ul style="list-style-type: none"> • WHMIS Workplace Hazardous Materials Information System - 1 point • TDG Transportation of Dangerous Goods - 1 point <p>Bidders will receive full points for each of the items that is included,</p>	<p>Maximum Points: 10</p> <p>Minimum Points: 0</p>	



	and described, in the Bidder's plan. No partial points will be awarded.		
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POINT-RATED EVALUATION CRITERIA		Points	Score
P3	<p>The Bidder should demonstrate in its bid a commitment to socio-economic benefits related to Indigenous Communities and Individuals. For this Solicitation, Indigenous is defined as First Nations, and/or Métis, and/or Inuit.</p> <p>Indigenous Benefits Criteria – Indigenous Employees</p> <p>The Bidder should provide the number of self-declared Indigenous employees in the Bidder's organization in their bid submission. There is an expectation that the number of Indigenous personnel employed with the Bidder's organization, as submitted in the bid, will continue over the course of the Contract.</p> <p>The Bidder's plan includes full-time or part-time employment of Indigenous personnel within the Bidder's organization.</p> <p>2 points per identified personnel up to a maximum of 10 points.</p>	<p>Maximum Points: 10</p> <p>Minimum Points: 0</p>	
P4	<p>Indigenous Benefits Criteria – Indigenous Training and Social Programs</p> <p>The Bidder should include in its bid a plan for Contractor-led knowledge transfer to Indigenous individuals and or support of local Indigenous community social programs. The Bidder should include a description of how its organization will support local Indigenous community social programs:</p> <ul style="list-style-type: none"> • Transfer of knowledge to after school programs to encourage people to enter science related fields – 5 points • Transfer of knowledge pertaining to obtaining government contracts and their benefits to Indigenous individuals – 5 points • Any other knowledge transfer that supports indigenous training – 5 points • Contributions to sustainable resource management or environmental protection programs – 5 points • Contributions to community recreation facilities and programs – 5 points • Any other contributions that support indigenous social programs – 5 points <p>To be awarded points, the description must include details and timelines of the knowledge transfer and or contributions. Training offered by Environment and Climate Change Canada will not be considered – A maximum of 5 points will be awarded for this criterion.</p>	<p>Maximum Points: 5</p> <p>Minimum Points: 0</p>	
	TOTAL MINIMUM POINTS ACCEPTABLE	25	
	TOTAL MAXIMUM POINTS AVAILABLE	35	
	TOTAL POINTS ACHIEVED		



ATTACHMENT 2 TO PART 4

EDUCATION AND WORK EXPERIENCE TEMPLATE

The Bidder may add additional rows for experience (Experience #3, etc.)

EDUCATION AND WORK EXPERIENCE TEMPLATE	
Name of the Proposed Resource:	
Education:	Highest level of education completed (minimum secondary school diploma):
	Name of school or location:
	Year obtained:
Fundamental Computer Skills	Provide an example of working knowledge of computers and Windows operating system.
Other Relevant Certification:	
EXPERIENCE #1	
Name of the organization 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;	
Did the experience involve using Microsoft Windows Operating System? (yes or no)	



Did the experience involve using Microsoft Programs? (yes or no)	
If the answer to the above questions is "yes", list the Microsoft programs (such as Word, Excel, Outlook Powerpoint, Access, etc.)	
Start date (specify month and year);	
End date (specify month and year);	
Total number of years; including if the work is still in progress;	
Name and contact information (phone number/email) of a reference who will confirm the information supplied by the Bidder	
EXPERIENCE #2	
Name of the organization 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;	
Did the experience involve using Microsoft Windows Operating System? (yes or no)	
Did the experience involve using Microsoft Programs? (yes or no)	



If the answer to the above questions is yes, list the Microsoft programs (such as Word, Excel, Outlook Powerpoint, Access, etc.)	
Start date (specify month and year);	
End date (specify month and year);	
Total number of years; including if the work is still in progress;	
Name and contact information (phone number, email) of a reference who will confirm the information supplied by the Bidder	

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.1.2 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 from Employment and Social Development Canada (ESDC) - Labor's website.

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

5.2 Additional Certifications Precedent to Contract Award

5.2.1 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.

5.2.2 Education and Experience

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



PART 6 - RESULTING CONTRACT

Title: Field Support for Automated Radiosonde Observing System at Inukjuak Weather Station Inukjuak, Quebec

1.1 Security Requirement

1. The contractor/offeror must, at all times during the performance of the contract/standing offer, hold a valid designated organization screening (DOS), issued by the Contract Security Program (CSP), 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 the CSP, PWGSC
3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC
4. The contractor/offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex
 2. Contract Security Manual (latest edition)

1.2. Statement of Work

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

1.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

[2010B](#) (2022-12-01) General Conditions - Professional Services (Medium Complexity) 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: "36 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 06 Subcontracts

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

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

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”

1.3.2 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)).

1.4. Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

1.4.2 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 fifteen (15) 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

1.5. Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment and Climate Change Canada

Procurement and Contracting Division

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____

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.

1.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Canadian Wildlife Service
Address: _____
Telephone: ____-____-_____
E-mail address: _____

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

1.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
E-mail address: _____

1.6. 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 of the Treasury Board Secretariat of Canada.

1.7. Payment

1.7.1 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 of \$ _____ (insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") 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.

1.7.2 Limitation of Expenditure

(a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.



- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

1.8. Invoicing Instructions

1.8.1 Monthly Payments

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.

1.9. Certifications and Additional Information

1.9.1 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.

1.10. Applicable Laws

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

1.11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2022-12-01), General Conditions: Professional Services (medium complexity);
- (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, Price Certification;
- (h) Annex F, Certificate of Vaccination Against COVID-19 – Supplier; and
- (i) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

6.12. Insurance

6.12.1 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.

6.13. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

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

Title: Field Support for Automated Radiosonde Observing System at Inukjuak Weather Station Inukjuak, Quebec

1. Background

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 (radiosonde) which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data to the Canadian Meteorological Center relating to temperature, humidity, wind shear and the height of standard atmospheric pressure levels for including in atmospheric models used in forecasting and global weather monitoring.

These soundings are conducted using the Vaisala AUTOSONDE AS41 which provides full automation of the upper air observations from prelaunch, radiosonde preparation, balloon fill, radiosonde launching to data collection, processing and meteorological message generation.

The Contractor must ensure consistency in the operation and resulting dataset to maintain accurate data transmission from soundings.

2. Scope of Work

The Contractor must be responsible for filling the supply carousel in the Vaisala Automated Radiosonde Observing System AS41. This includes performing general checks and minor maintenance and upkeep of the site as indicated in Appendix 1 to Annex A. These tasks can be performed in conjunction with launch times 11:15UTC and 23:15UTC.

The Contractor must:

- a. Load the supply trays with balloons and radiosondes in the AS41 on a 28day cycle as specified in Appendix 1 to Annex A
- b. The Contractor must perform preventive and general maintenance on the AS41, as per the Vaisala Automated Radiosonde Observing Manual Appendix 20 and upon the request of the ECCC technical authority as specified in Appendix 1 to Annex A
- c. Communicate with the technical authority regarding maintenance issues, equipment functionality and other conditions that pertain to the operation of the site and program.
- d. Track and document all expendable supplies
- e. Prepare and ship equipment as required at the request of the ECCC technical authority (at the cost to ECCC)
- f. The Contractor must be available for an audit by the technical authority one time per year.
- g. Provide general maintenance of the property



3. Location:

Inukjuak Quebec

Address:

291 River Road
Inukjuak, QC

4. Schedule

- a. Loading/unloading tray of balloons and radiosonde into the AS41 every 28/days. See Appendix 1 to Annex A
- b. The Contract must ensure there is zero accumulation of snow build up on the AS41 gill shield.

5. LOCATION OF THE WORK

The work must be performed at the ECCC Inukjuak Weather Station station located at the Inukjuak Airport at Inukjuak Quebec.

- a. The work cannot be performed remotely. Contract resource must be available at the indicated times below. Contract resources must provide a valid phone number and email address to contract three hundred and sixty-five (365) days per year,(366 days in a leap year)
- b. Transportation to and from the site is the responsibility of the Contractor. ECCC will not reimburse any travel or lodging cost.
- c. By signing the contract, the contractor commits that he will have staff on site to execute the work identified in the contract.

6. LANGUAGE OF THE WORK

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

7. ECCC WILL Provide to the Contractor:

- a. The necessary facilities for the operation of the automated radiosonde observing program. All utilities necessary including heat, running water, lighting and power are the responsibility of ECCC and provided at no change to the Contractor
- b. The Contractor must ensure only individuals identified as part of this contract are involved with the work required as part of Appendix 1 Annex A.
- c. Meteorological communication equipment which includes station computers complete with modems and software. Where required, spare equipment will be supplied.
- d. The necessary equipment and meteorological instruments including the AS41 and hydrogen inflation system needed for the operation of the observing program is available at no cost. The Contractor will ensure all equipment is kept clean and operational as well as maintain the equipment according to the applicable instrument manual and/or instructions received from the Technical Authority.

Reference Material:

- a. Standard Operating Procedures required to perform the work
- b. Current SDS (Material Safety Data Sheets) for all known WHMIS controlled products on site prior to the commencement of the contract
- c. Safe work procedures for foreseeable workplace hazards such as those associated with balloon filling and compressed gases



Equipment:

- a. Vaisala Autolauncher Series AS-41
- b. Communication Equipment
- c. Helium tanker and/or helium cylinders in a bulk pack used as the lifting gas shipped at no cost to the Contractor.

Training

- a. ECCC will provide the services of a qualified ECCC Inspector to present the ARLS training autosonde balloon loading and site operator training directly on site.
- b. Onsite training for Autolauncher can be completed on-site in 5days. ECCC will assume the cost of providing the instructor for training during the initial first year of the contract.
- c. Contractor must complete and maintain WHMIS and TDG certification for the duration of the contract. A copy of the certification must be forwarded to the ECCC project authority.

Shipping

- a. ECCC is responsible for all shipping costs associated with the work identified in Appendix 1 Annex A.



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

1. OPERATIONS

Contractor Responsibilities

- a. The Contractor must provide a telephone number and email address that must be operational for the duration of the contract and monitored on a daily basis.
- b. The Contractor is responsible for loading and unloading supply trays in the AS41 as referenced in the Vaisala ARLS Site Operator User Manual. ECCC anticipates the loading/refilling duties to be performed on a twenty-eight (28) day cycle.
- c. Loading workflow
 1. Start the loading in the AS41 Control software user interface
 2. Prepare the balloon
 3. Fold the balloon
 4. Prepare the radiosonde and unwinder
 5. Finalize the loadingWhen the AS41 establishes a connection to the radiosonde it will move to the next empty tray. If the radiosonde is faulty AS41 returns the tray with the faulty radiosonde and asks you replace the radiosonde.
Repeat these steps for every tray that needs to be loaded. The user interface guides you through the loading process until you have loaded all necessary trays.
When all trays are loaded the loading is finished automatically.
- d. ECCC anticipates a total of three hours will be required every twenty-eight (28) days service interval cycle.
- e. The Contractor to perform regular preventive maintenance on the AS41, as per the Vaisala Automated Radiosonde Observing Manual Appendix 20 – Maintenance schedule. This includes but not limited to: check and clean web camera, check tray position and load hatch lock, remove any possible balloon fragments from balloon launcher, remove any debris, cob webs, litter or snow from launch vessel(pg 84)
- f. In the event of equipment breakdown or jam from balloon fragments, debris, cob webs, litter or snow in the launch vessel the Contractor will be required to return to the site in a timely manner.
- g. The Contractor must consult with the Technical Authority prior to attempting unscheduled maintenance or sensors on the meteorological sensors or station equipment.
- h. The Contractor to perform regular checks of the helium regulator, check gas flow and ascent rate, check for leaks in the helium supply system.
- i. The Contractor must accept and properly store instruments and supplies including picking up mail and forwarding as required.
- j. The Contractor may be required to pack for shipment items such as helium cylinders defective equipment and computer components, as and when required. ECCC will be responsible for shipping costs.
- k. The Contractor must perform an actual physical count of upper air expendable stock on site on the last day of each month and must submit with the station month end.



- i. 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.
- m. The Contractor must, no later than five (5) days of the end of the month, submit a monthly Station Record that includes the following information:
- Station Equipment Checklist -
 - Occupational Health and Safety Report –Appendix 1 to Annex A - fire extinguisher checks to include fire extinguisher checks, emergency light checks
 - ensure the Health and Safety checklist is current.
 - Stock Report - report accurate inventory of radiosondes, balloons, hydrogen cylinders, helium supply, and other miscellaneous items).
- The monthly 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.
- n. When requested, the Contractor must meet with an ECCC representative on-site.
- o. 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.
- p. 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.
- q. The Contractor agrees to provide, within thirty (30) days of the start of the contract, proof of:
- Certification of all staff in Workplace Hazardous Material Information Systems (WHMIS);
 - Certification of at least one (1) staff member in Transportation of Dangerous Goods - Land (TDG);
 - Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.
- r. The Contractor is responsible for the logistics of getting support resources to and from the weather station and associated costs are the sole responsibility of the Contractor.
- s. 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.
- t. The logistics of Contractor resources getting to and from the weather observing station and associated costs will be the sole responsibility of the Contractor.
- u. The Contractor must not be under the influence of alcohol, illegal drugs, or cannabis or impeded by prescription medications performs the duties.
- v. The Contractor must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products.



- w. 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.
- w. 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.
- x. The contractor 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 of these materials must be included in the part of the firm, all inclusive rates provided by the Contractor under Annex B, basis of payment. There will be no separate reimbursement for these costs outside the firm all inclusive hourly rates.
- y. The Contractor must ensure the provided facilities are secured and locked and windows closed when not in use.

2 Routine Site Maintenance

The Contractor is responsible for routine site maintenance including:

- a) All sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter
- b) All doorways immediately around the facility must be kept clear of snow.
- c) The grill shield on the AS41 is kept free of snow
- d) removal of waste and garbage
- e) 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 and snow removal for the roadway and or yard when required.
- f) At the request of a Technical Authority, the Contractor must, perform routine maintenance of meteorological equipment and supplies. This will include but not limited to: verification accurate operation of the equipment and notifying the ECCC Technical authority as well as Stony Plain Service desk at 1-877-292-0939 if repair or replacement of the equipment is required.
- g) The contractor must immediately advise the Technical Authority of any anomaly at the weather site or any defect or breakdown affecting the site or the instruments.
- h) The Contractor may be required to perform other duties that may or may not be meteorologically related. The Contractor may be required to perform troubleshooting on the automated radiosonde observing system under the guidance of the technical authority. The Contractor must complete these duties in a timely fashion. These duties may include such things as minor facility maintenance or equipment repair not identified elsewhere in the contract. 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.



3. Performance Standards, Specifications

- a. The Contractor shall provide the identified services in accordance with select paragraphs in the ECCC Automated Radiosonde Observing System (ARLS) using Model AS41. All services conducted in connection with the performance of this contract shall be in accordance with the Site Operator User Manual of the Vaisala Automated Radiosonde Observing System and all revisions including those which take effect during the course of the contract
- b. Safety systems- Safety systems include inflation lights and notifying individuals of a balloon inflation as well as a “kill switch” that stops balloon inflation in operation.
- c. 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.
- d. The Contractor must not involve the weather station in any local issues or other forms of current events, nor shall they represent Canada to other parties. Requests for comment from the media or other representatives of public or private groups must be directed to the Project Authority.
- e. 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.
- f. 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.
- g. 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.
- h. 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).



Termination by Canada

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

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

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

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



APPENDIX 2 TO ANNEX A HAZARDS

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

Physical Hazards

Some of the known physical hazards on station are:

- asphyxiation from hydrogen or helium
- exposure to radiation from computer monitors
- frost bite while working on outdoor equipment
- working alone in a remote location
- 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:

- fire extinguishers
- Helium Gas
- Compressed 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 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.



**APPENDIX 3 TO ANNEX A
SAMPLING SCHEDULE**

1. Estimate Time Required for 1 Oct 2022 – 31 Sept 2023

Schedule	# visits/year	Hours	Total hours
Loading/unloading AS41	13	3	39
Monthly reports	12	1	12
Shipping and Receiving	12	12	12
Sub-Total		8	62

Other	# visits/year	Hours	Total hours
Yard maintenance (snow clearing)		12	12
As and when requested	24	1	24
Sub-Total			36
TOTAL			98



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 - (April 1, 2023 – March 31, 2024)

Initial Contract Period: April 1, 2023 – March 31, 2024		
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 in Annex A.		
Fixed Price per Month (A)	Number of Months for Period 1 (one year period) (B)	Firm Price (three year period) (A) * (B)
\$ _____	12 months	\$ _____
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 in Annex A.		
Note the following usage quantity is for evaluation purposes only. Actual usage may vary.		
Hourly Labour Rate (A)	Number of Hours (B)	(A) * (B)
\$ _____ hourly	36 hours	\$ _____

Option Period 1 – (April 1, 2024 – March 31, 2025)

Option Period 1: April 1, 2024 – March 31, 2025		
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 in Annex A.		
Fixed Price per Month (A)	Number of Months for Period 1 (one year period) (B)	Firm Price (three year period) (A) * (B)
\$ _____	12 months	\$ _____



<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 in Annex A.</p> <p>Note the following usage quantity is for evaluation purposes only. Actual usage may vary.</p>		
Hourly Labour Rate (A)	Number of Hours (B)	(A) * (B)
\$ _____ hourly	36 hours	\$ _____

Option Period 2 – (April 1, 2025 – March 31, 2026)

Option Period 2: April 1, 2025 – March 31, 2026		
<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 in Annex A.</p>		
Fixed Price per Month (A)	Number of Months for Period 1 (one year period) (B)	Firm Price (three year period) (A) * (B)
\$ _____	12 months	\$ _____
<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 in Annex A.</p> <p>Note the following usage quantity is for evaluation purposes only. Actual usage may vary.</p>		
Hourly Labour Rate (A)	Number of Hours (B)	(A) * (B)
\$ _____ hourly	36 hours	\$ _____

Financial Evaluation Summary:	
Total Price - Firm Contract Year 1 (A):	\$ _____
Total Price - Option Period 1 (B):	\$ _____
Total Price - Option Period 2 (C):	\$ _____
Total Evaluation Bid Price (A+B+C) :	\$ _____
Applicable Taxes (D)	\$ _____
Total Price, including applicable taxes (A+B+C+D)	\$ _____





ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

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

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



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

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

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

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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Government of Canada
Gouvernement du Canada

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Shelley Rouire		Title - Titre Supervisor of Contracts	Signature Rouire, Shelley <small>Digitally signed by Rouire, Shelley Date: 2022.04.14 09:19:02 +05'00'</small>
Telephone No. - N° de téléphone 204 880-2479	Facsimile No. - N° de télécopieur 204-984-2072	E-mail address - Adresse courriel shelley.rouire@ec.gc.ca	Date 10 April 2022
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Lori Nelson		Title - Titre Site Security Officer	Signature Nelson, Lori <small>Digitally signed by Nelson, Lori Date: 2022.05.11 11:08:55 -05'00'</small>
Telephone No. - N° de téléphone 780 951-8895	Facsimile No. - N° de télécopieur 780 495-2615	E-mail address - Adresse courriel Lori.Nelson@ec.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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ANNEX "D"

INSURANCE REQUIREMENTS

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

The Commercial General Liability policy must include the following:

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



- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

send to:

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

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



ANNEX "E"

PRICE CERTIFICATION

Rate or Price Certification

The Contractor certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

Name and Title: _____

Company Name: _____

Signature: _____ **Date:** _____