



<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>Bidder should sign off on this cover page when submitting their proposal.</p>	<p>Title – Titre <i>Aerological observations at the Port Hardy Upper Air Station, BC</i></p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP <i>5000068219</i></p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) <i>2023-04-27</i></p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) <i>at – à 2:00 P.M.</i> <i>on – le 2023-06-06</i></p>	<p>Time Zone – Fuseau horaire <i>Pacific Daylight Time</i></p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à <i>Angelina Garcia</i> <i>Contracting Authority</i> <i>Environment and Climate Change Canada</i> <i>#101 – 401 Burrard St., Vancouver, BC V6C 3R2</i> <i>Email: Angelina.Garcia@ec.gc.ca</i></p>	
	<p>Telephone No. – N° de téléphone <i>778-726-1680</i></p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) <i>Contract Award – 2025-06-30</i></p>	
	<p>Destination - of Services / Destination des services <i>British Columbia</i></p>	
	<p>Security / Sécurité <i>There is a security requirement associated with this solicitation.</i></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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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria, and Letter of Availability and Willingness to Perform Work Under the Contract

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, and Insurance Requirements.

1.2 Summary

1.2.1 Environment and Climate Change Canada (ECCC) has a requirement for aerological observations at the Port Hardy Upper Air Station, British Columbia as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to June 30, 2025, with renewal option periods of three (3) one-year periods.

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

ECCC requires the services of a contractor to prepare the instruments and 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 Port Hardy, BC.

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



- 1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.4 of Part 2 of the bid solicitation.
- 1.2.5 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, the Comprehensive Economic Free Trade Agreement [CETA], the World Trade Organization – Agreement on Government Procurement [WTO-AGP], the Comprehensive and Progressive Agreement for Trans-Pacific Partnership [CPTPP], the Canada-Ukraine Free Trade Agreement, and the Canada-United Kingdom Trade Continuity Agreement.

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 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

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* (<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](#) (2022-03-29) 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

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 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

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

2.3 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.

2.4 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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



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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

2.5 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.

2.6 Applicable Laws

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

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.

2.7 Improvement of Requirement During Solicitation Period

Clause [A9076T](#) advises Bidders that they can propose improvement to the technical requirement(s) contained in the bid solicitation.

2.8 Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, 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.

2.9 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
Section II: Financial Bid
Section III: Certifications

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

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

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: Angelina Garcia
Solicitation Number: 5000068219

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 Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their 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 for the following elements for the performance of the Work, as applicable:

- a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- b) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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.



**ATTACHMENT “1” TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

- 1.0 The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Cdn \$) for each of the resource categories identified.
- 2.0 The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

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.

Table 1.1 Firm Contract Year 1 - (July 1, 2023 to June 30, 2024)

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations	732	Each	\$	\$
2.	End of month report (1 hour per month)	12	Hours	\$	\$
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.					
3.	As and when required work (hourly rate)	40	Hours	\$	\$
(A) Total Estimated Price - Firm Contract Year 1:					\$
Items 1 + 2 + 3					

Table 1.2 Firm Contract Year 2 - (July 1, 2024 to June 30, 2025)

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations	730	Each	\$	\$
2.	End of month report (1 hour per month)	12	Hours	\$	\$
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.					
3.	As and when required work (hourly rate)	40	Hours	\$	\$
(B) Total Estimated Price - Firm Contract Year 2:					\$
Items 1 + 2 + 3					



Table 1.3 Option Period 1 - (July 1, 2025 to June 30, 2026)

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations	730	Each	\$	\$
2.	End of month report (1 hour per month)	12	Hours	\$	\$
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.					
3.	As and when required work (hourly rate)	40	Hours	\$	\$
(C) Total Estimated Price - Option Period 1: Items 1 + 2 + 3					\$

Table 1.4 Option Period 2 - (July 1, 2026 to June 30, 2027)

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations	730	Each	\$	\$
2.	End of month report (1 hour per month)	12	Hours	\$	\$
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.					
3.	As and when required work (hourly rate)	40	Hours	\$	\$
(D) Total Estimated Price - Option Period 2: Items 1 + 2 + 3					\$

Table 1.5 Option Period 3 - (July 1, 2027 to June 30, 2028)

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations	732	Each	\$	\$
2.	End of month report (1 hour per month)	12	Hours	\$	\$
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.					
3.	As and when required work (hourly rate)	40	Hours	\$	\$
(E) Total Estimated Price - Option Period 3: Items 1 + 2 + 3					\$



Financial Evaluation Summary	
Total Price - Firm Contract Year 1 (A)	\$
Total Price - Firm Contract Year 2 (B)	\$
Total Price - Option Period 1 (C)	\$
Total Price - Option Period 2 (D)	\$
Total Price - Option Period 3 (E)	\$
Total Evaluated Bid Price (A + B + C + D + E)	\$
Applicable Taxes	\$
Total Bid Price including Applicable Taxes	\$



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 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.

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

4.3 Financial Evaluation

4.3.1 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

- a) The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee."
- b) For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Basis of Selection

4.4.1 Basis of Selection – Highest Combined Rating of Technical Merit [70%] and Price [30%]

4.4.1.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 84 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.

4.4.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.4.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4.4.1.4 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 70%.

4.4.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.



- 4.4.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.4.1.7 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 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.17	73.15	77.70
Overall Rating		1st	3rd	2nd



ATTACHMENT "1" TO PART 4 MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

The Bidder's 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 2020 to December 2020; Project 2 time frame is October 2020 to January 2021; 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.

1.0 MANDATORY TECHNICAL CRITERIA:

A complete list of the minimum mandatory criteria are detailed below. Bidders must 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 proposal meets the performance standards and service requirements of the project. If published supporting technical document is not available, the Bidder must 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 TECHNICAL CRITERIA

Number	Mandatory Technical Criteria (MT)	Performance Specification Met / Not Met	Cross Reference: In this column, Bidders are requested to cross-reference where this performance specification is indicated in their supporting documents.
M1	<p>The bidder must provide a minimum of three (3) resources and must designate one (1) station manager and two (2) support resources.</p> <p>To demonstrate it meets this requirement the Bidder must provide:</p> <ul style="list-style-type: none"> i. Name of the resource and; ii. Identify the role of the resource whether it is a station manager or support resource 		
M2	<p>The bidder must provide the resumé of the proposed Station Manager that demonstrates it has ONE of the following:</p> <ul style="list-style-type: none"> • experience as an upper air observer for a minimum of two (2) years • experience managing a team for minimum of two (2) years • experience supervising a team for a minimum two (2) years 		
M3	<p>Resumes of all the proposed observers and designated station manager must be included in the bid submission. Resumes MUST include the following:</p> <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 you have applied in your experience, such as Word, Excel, Outlook • Detailed work history including dates MM/YY, role, and description of work 		
M4	<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 and undergo the training required under the resulting Contract.</p> <p>The Bidder must demonstrate by using the template provided under Attachment 2 to Part 4, Letter of Availability and Willingness to perform the Work under the Contract, for each of the proposed resources.</p>		



2.0 POINT-RATED TECHNICAL CRITERIA

Each bid will be rated by assigning a score or weight 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 84 points score within the technical evaluation based on the following grid. Bids that obtain less than 84 points will be considered non-responsive. Maximum points available: 120 points.

No.	Point-Rated Technical Criteria (RT)	Score	Rating
RT1	<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>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 must include an emphasis on performance standards on timeliness and accuracy.</p> <p>Bidder's 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 • Weekly/Monthly checks – 2 points • Stony Plain Service Desk – 2 points 	Maximum Points: 14	
RT2	<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>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.</p> <p>Bidder 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 – 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. <p>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	
RT3	<p>Personnel Allocation Plan: The Bidder should describe its plan for allocating personnel who are tasked to perform the duties under the Contract.</p>	Maximum Points: 20	



	<p>Bidder 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 demonstrates the allocation of monthly tasks between the Station Manager and proposed resources dedicated to the contract – 5 points <ul style="list-style-type: none"> ○ Monthly tasks may include but not limited to: Housekeeping tasks, empty trash cans, clear snow of doors, create schedule, dust, etc. 		
<p>RT4</p>	<p>Occupational Health and Safety (OHS) Plan: The Bidder 's OHS plan should include :</p> <p>Purpose (8 points)</p> <ul style="list-style-type: none"> • Describe how the OHS plan will protects its employees – 2 points • Describe how safety awareness will be promoted in the workplace– 2 points • Describe how safety awareness will be monitored on a daily basis at the station – 2 points • Describe how health and safety regulations will be enforced and how unacceptable performance of health and safety duties will not be tolerated – 2 points <p>Training and Certifications (3 points, 1 point per bullet)</p> <ul style="list-style-type: none"> • Upper Air • WHMIS: Workplace Hazardous Materials Information System • TDG: Transportation of Dangerous Goods <p>Basic site safety management:(up to maximum 10 pts, 1 point per bullet)</p> <ul style="list-style-type: none"> • Identify the hazard • Follow safe work practices • Working alone policy • Local emergency contact information • Workplace specific considerations: • Current Safety Data Sheets • Use of Personal Protective Equipment (PPE) • Reporting and investigating accidents/incidents • Emergency response plan • Staff accountability <p>Bidder 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>	<p>Maximum Points: 21</p>	
<p>RT5</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 must 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 	<p>Maximum Points: 10</p>	



	<p>reference who maybe contacted to verify the information provided.</p> <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>		
RT6	<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. Demonstrated past experience in the performance of similar contracts of aerology or meteorology (5 points) iii. Experience as an Active observer (5 points) b. Experience of proposed contract resource #1 <ul style="list-style-type: none"> i. Demonstrate past experience in the performance of similar contracts of aerology and meteorology (5 points) ii. Experience as an Active 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) ii. Experience as an Active observer (5 points) d. Additional proposed contract resources <ul style="list-style-type: none"> i. 5 points per additional resource for a maximum of 10 points <p>Experience of the delegated Station Manager and proposed resources must 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). Experience less than one (1) year will not be given any points.</p>	<p>Maximum Points: 45</p>	
	TOTAL MINIMUM POINTS ACCEPTABLE	84	
	TOTAL MAXIMUM POINTS AVAILABLE	120	



**ATTACHMENT "2" TO PART 4
LETTER OF AVAILABILITY AND WILLINGNESS
TO PERFORM WORK UNDER THE CONTRACT**

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

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

Name and Signature

Date



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.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Required Precedent to Contract Award

5.2.1 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's 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.

5.3 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.

5.3.1 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.

5.3.2 Education and Experience A3010T (2010-08-18)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 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 (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

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



PART 7 - RESULTING CONTRACT

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

Title: **Aerological observations at Port Hardy Upper Air Station, British Columbia**

7.1 Statement of Work

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

7.2 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to own Intellectual Property Rights in Foreground

7.2.3 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)*).

7.3 Security Requirement

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

Security requirement for Canadian supplier: Public Works and Government Services Canada file # Common-Professional Services Security Requirement Check List #2

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



7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of contract award to June 30, 2025.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-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 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.

7.4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of thirty (30) calendar days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority to be named at contract award

The Contracting Authority for the Contract is:

Name	
Title	
Organization	Environment and Climate Change Canada
Address	
Telephone	
Facsimile	
Email 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.

7.5.2 Technical Authority to be named at contract award

The Technical Authority for the Contract is:

Name	
Title	
Organization	Environment and Climate Change Canada
Address	
Telephone	
Facsimile	
Email 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.

7.5.3 Project Authority to be named at contract award

The Project Authority for the Contract is:

Name	
Title	
Organization	Environment and Climate Change Canada
Address	
Telephone	
Facsimile	
Email address	

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

7.5.4 Contractor's Representative to be named at contract award

Name	
Title	
Organization	
Address	
Telephone	
Facsimile	
Email address	

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Applicable Taxes are extra.

7.7.2 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.

7.8 Invoicing Instructions

7.8.1 Terms of Payment

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.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions [2035](#) (2022-12-01), Professional Services (High Complexity), 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) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 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.

7.13 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

Weather Observation Services at Port Hardy, BC

1.0 SUMMARY

Environment and Climate Change Canada (ECCC) operates several 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.

2.0 SCOPE

ECCC requires the services of a Contractor to prepare the instruments and release the balloons twice each day, three hundred and sixty-five (365) days per year (366 days in a leap year), to monitor the data and messages produced, and to ensure the prompt transmittal of the data.

The Contractor will conduct the management and operations of the observing program three hundred and sixty-five (365) days per year (366 days in a leap year), and the scheduling of personnel for observing, recording, encoding and transmitting Aerological and Supplementary programs at the times specified below as required to comply with the instructions contained in the "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP) and various other manual required for the Safety and Health for Meteorological Services of Canada Operations. *(See Appendix 4 to Annex A for list of documents to be provided upon 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 at Port Hardy Upper Air Station, as described in Section 3.0 The Work, Annex A, and Appendices 1 through 5.

3.0 THE WORK

3.1 Aerological Observations

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

- i) The Contractor must conduct the Aerological observing program by performing two (2) aerological observations per day, one in the morning and one in the evening, every day of the year, including holidays. The work entails testing and preparation of monitoring equipment and instruments, filling balloons with helium 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 and the Contractor is expected to monitor the observation until it is complete.

iii) Schedule for aerological observation:

MORNING	
DESCRIPTION	UNIVERSAL COORDINATED TIME (UTC)
Prepare balloon, radiosonde and ground equipment	10:30
Balloon release and start the survey	11:15
Completion of survey	13:15
Finish the survey – Manually terminate the survey	13:30
EVENING	
Prepare balloon, radiosonde and ground equipment	22:30
Balloon release and start the survey	23:15
Completion of survey	01:15
Finish the survey – Manually terminate the survey	01:30

- iv) A second release may be required due to equipment malfunction, early balloon burst or should the balloon not reach 400 hPa (approximately 8,000 meters or twenty-five (25) minutes after release) or as prescribed by ECCC. A second release can be made up to and including 13:45 UTC and 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.
- v) 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 penalties for non-performance may apply. See Appendix 2 to Annex A.
- vi) A delayed release due to radiosonde or balloon rejection during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of forty (45) minutes prior to the scheduled aerological release allowing sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, penalties for non-performance may apply. **See Appendix 2 to Annex A.**

3.1.1 DETAILS OF DATA COLLECTION

- A. **Balloon Filling:** Balloon filling requires the careful laying out of the aerological balloon on an inflation table and inspecting it for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is attached to the inflation equipment and slowly and carefully filled. The balloon must also be inspected for leaks or flaws during and after inflation. When the balloon is filled with sufficient gas to lift an attached weight, the neck is securely tied so as to ensure no gas leakage. Immediately prior to release the balloon is again checked for leaks and tested to ensure that it has maintained the required amount of lift.
- B. **Ground Equipment:** Ground monitoring, receiving, and processing equipment must be operated in accordance with the user manuals or written instructions provided by the ECCC Project Authority. These instructions are subject to change at the discretion of ECCC. The equipment is automated to the extent that only minimal user interaction is necessary.



- C. **Instrument Preparation:** The radiosonde instrument must be unpacked and inspected for damage or other deficiencies or problems. The individual sensors must be positioned and hooked up to the ground check station. The pressure calibration tape is matched to the instrument to be released and will be passed through the ground equipment paper tape reader or manually entered by the contract resource. Once activated, the radiosonde instrument is placed outdoors in order to acclimatize to current weather conditions.
- D. **Release:** Prior to the scheduled time of release, the instrument must be attached to the balloon and the balloon and instrument released. Every effort **MUST** be made to release the instrument package at the standard hour of observation minus forty-five (45) minutes (preparation time). For morning flights this must be at 11:15 UTC; and for afternoon flights, the 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, penalties 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 Project Authority. The data must also be backed up on the station. Information such as radiosonde serial number, height achieved, temperature and wind speed must be entered on a spreadsheet to aid in the preparation of month end summaries and reports. Upon completion of these tasks, all ground equipment must be shut down.
- H. **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 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 1:45 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". Factors contributing to DELAYED or MISSING observations must be clearly detailed and submitted to the Project Authority by email within thirty (30) minutes of the occurrence.
- J. **Penalties 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 month. For billing purposes these are to be included in the all-inclusive rate of the Contractor.

3.2 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. The pre-flight check cannot be performed during the aerological ascent however can be done after the completion of the survey and within the three (3) hour aerological observation period. It is anticipated that there will be 52 pre-flight checks each year.

B. Ozonesonde Flight:

Once per week, the Contractor shall perform an ozonesonde flight in place of a regular aerological ascent and does not require additional time to perform. The ozonesonde flights are to be performed in accordance with the manual “Ozonesonde Operations Handbook.”. It is anticipated that there will be 52 ozonesonde flights each year.

Set up of the ozone equipment will be performed by an ECCC department representative upon contract award. Training for the ozone pre-flight and ozonesonde flights will be provided on site by ECCC department representative.

Ozone training for new observers (outside of the initial training indicated above) is provided in conjunction with the Aerological Observers training for new observers.

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).

3.3 OTHER REQUIRED TASKS:

- 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 helium packs, meteorological records and computer components. ECCC will be responsible for shipping costs.
- C. **Routine Equipment Maintenance:** At the request of an MSC Inspector, the Contractor must perform routine maintenance of meteorological equipment supplied to the station. This will include, but is not limited to, verifying the accurate operation of the equipment, and notifying the appropriate Technical Authority and the Stony Plain Service Desk at 1-877-292-0939 or by email at StonyPlainService@ec.gc.ca if repair or replacement of the equipment is required.
- D. **Repairs:** Repairs may be required on the 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 equipment. Work performed outside regular hours of work must be paid at the hourly rate submitted in the Basis of Payment.



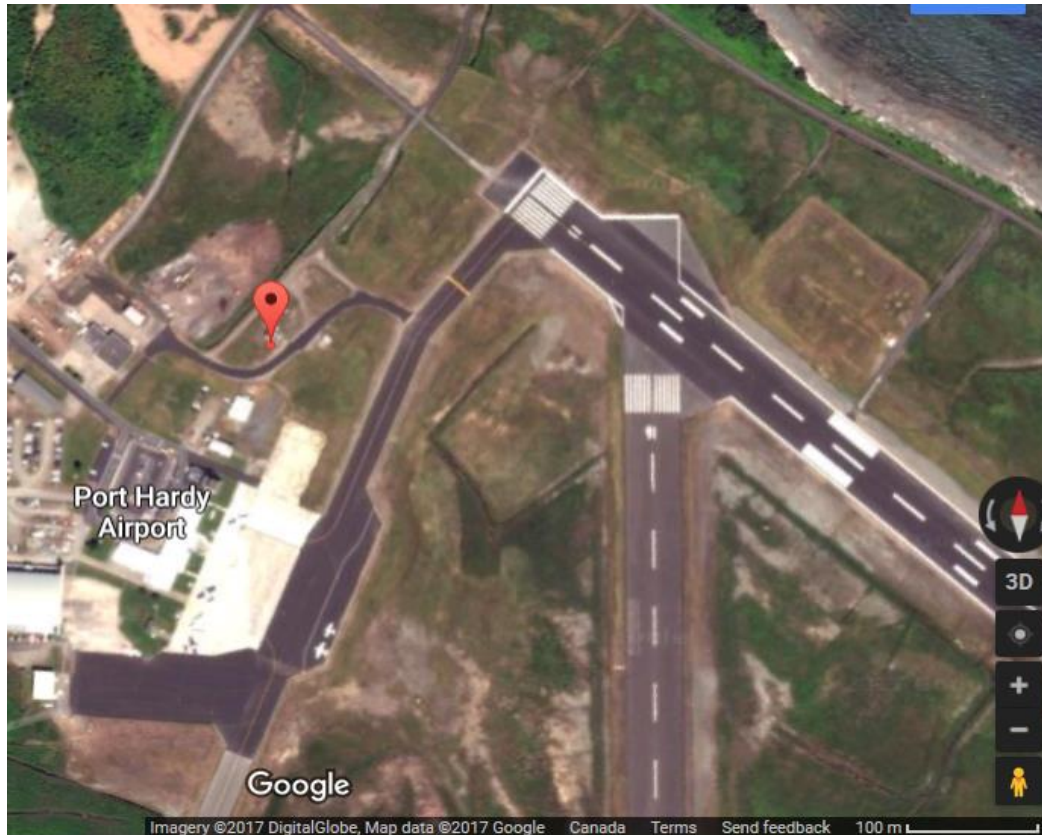
- E. **Snow removal on Instruments:** Contractor must ensure instruments are kept free of snow. Removing snow from the equipment from the instrument is the Contractor's responsibility. The Contractor must immediately advise the Stony Plain Service Desk at 1-877-292-0939 or by email at StonyPlainService@ec.gc.ca or a MSC inspector of any anomaly at the weather site or any defect or breakdown affecting the site or the instruments.
- F. **Snow removal:** Contractor is responsible for moving snow away from the building exit doors. Contractor to contact the snow removal Contractor when snow removal is required at the station, this includes removing the snow, spreading sand over the station access path and over the launch area whenever required.
- G. **HELIUM:** The Contractor shall be responsible for the proper use and safe operation of the helium inflation system. The provision of helium will be arranged and provided by the ECCC. The Contractor shall maintain an inventory of helium used and a record of cylinders received and returned for refilling. This inventory shall be included in the monthly stock report.
- H. **HOGEN:** Important to note is that ECCC is currently undertaking a modernization of its aerological observing network. The current electrolytic hydrogen generators and helium tankers are being replaced with a new generation of hydrogen generators referred to as HOGEN. The modernization is expected to take several years. Should an upgrade occur at the station during the life of this contract, training to all qualified observers will be provided by ECCC at no cost to the Contractor. Flight time will not be affected.
- I. **Additional On-request Work Requirements:** The Contractor may be required to perform other duties. These duties may or may not be meteorologically related. The Contractor will only complete these duties on the instruction of the MSC-BC Inspector. The Contractor must complete these duties in a timely fashion. These duties will include such things as minor facility maintenance or equipment repair not identified elsewhere in the contract. If such work is required and can be completed during the regular aerological observation, additional compensation will not be paid. If the work cannot be accomplished during the regular aerological observation and requires that the Contractor returns to the site, additional compensation will be paid at the hourly rate indicated in the basis of payment. Any additional compensation must be approved in advance by the Technical Authority or Project Authority.
- J. **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).

4.0 Official Languages

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

5.0 Work Location:

3-3675 Byng Road Port Hardy, British Columbia V0N 2P0



6.0 Travel:

Travel if required is the responsibility of the Contractor and will not be reimbursed under this Contract.

7.0 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#). Procurement documents will specify the green procurement criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

8.0 Accessibility Considerations

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, and Treasury Board Contracting Policy. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.



**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 land line number with voice mail, fax number and an e-mail address. The phone, fax and email must be operational for the duration of the contract and monitored during the times when the station is not attended. This should be included in the bid submission but may be provided prior to contract award.
- 1.1.2 The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with Helium or Hydrogen gas according to the established safe work practices and procedures.
- 1.1.3 The Contractor must release the radiosonde and balloon assembly and monitor the sounding equipment to ensure the successful transfer of data from the radiosonde to the computer equipment.
- 1.1.4 The Contractor must monitor the computer equipment software to ensure the data bulletins are successfully transmitted and successfully received by the Meteorological Service of Canada's telecommunications network.
- 1.1.5 The Contractor must ensure all equipment is kept clean and operational and not subject to neglect or abuse as well as maintaining the equipment according to the applicable instrument manual and/or instructions received from the Project Authority as well as to the Stony Plain Service Desk at 1-877-292-0939.
- 1.1.6 The Contractor must follow the proper communications protocol as provided by ECCC. The communications equipment will be used for authorized ECCC purposes only. In the event of communications equipment failure, the Contractor must use an approved alternate method of data transmittal. The Contractor must report any malfunction of the communications equipment immediately to the Project Authority as well as the Stony Plain Service Desk at 1-877-292-0939.
- 1.1.7 The Contractor must accept and properly store instruments and supplies. The Contractor must pack for shipment items such as helium cylinders and computer components, as and when required. Storage space will be provided by ECCC.
- 1.1.8 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.
- 1.1.9 The Contractor must requisition, annually, all meteorological supplies, forms, charts and other items from the MSC BC Inspector. ECCC is responsible for the cost of the meteorological supplies including shipping costs.
- 1.1.10 The Contractor is responsible for any mailing costs of charts or forms. Postage of non-meteorological supplies is the responsibility of the Contractor.
- 1.1.11 The Contractor must report to the Project Authority via telephone or email whenever a shipment of supplies has been received on site or when a shortage of supplies is foreseen.
- 1.1.12 The Contractor must report any issues with the operation of the equipment or facilities to the Project Authority or designate identified by ECCC as soon as they are noted.
- 1.1.13 The Contractor must consult with the MSC BC Inspector prior to attempting unscheduled maintenance or repairs on meteorological sensors or other station equipment.



- 1.1.14 The Contractor must return to ECCC, upon closure of the contract, all equipment and unused meteorological equipment and supplies made available to the Contractor for the performance of the contracted services. The Contractor must return all equipment and supplies in good condition except for ordinary deterioration due to use and time.
- 1.1.15 The Contractor (assisted by an ECCC representative) must complete an inventory check of all equipment, instruments and supplies at the commencement and closure of the contract.
- 1.1.16 The Contractor must forward original meteorological records and/or electronic files within the timelines specified by the Project Authority. Approved electronic forms may be used in place of paper forms. Legible copies of all meteorological records and electronic files must be retained on station for a period designated by the Project Authority. All postage will be paid by ECCC.
- 1.1.17 The Contractor must, no later than five (5) days of the end of the month, submit The Upper Air Monthly Station Report that includes the following information:
- Staff - a list of all active observers working at the station.
 - Flight Summary and Flight Log - includes observer performance, radiosonde performance, ground equipment and summary of the flight performance for the past month.
 - Station Stock - report accurate inventory of meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items).
 - Occupational Health and Safety and SDS –various the Health and Safety checks are completed and current including fire extinguisher checks and emergency light checks as well as Safety Data Sheets.

The Upper Air Monthly Station Report 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.

- 1.1.18 It's the Contractor's responsibility to keep a supply of forms, office supplies, and meteorological supplies including radiosondes, balloons, rope, and helium. When necessary, the Contractor must make a list of any missing items and email the MSC BC Inspector.
- 1.1.19 The weather station facilities must not be used for living or sleeping quarters nor temporary or permanent storage of personal property. The facilities must solely be used for the duties required by the contract. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 1.1.20 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.
- 1.1.21 The Contractor must ensure all privately owned motor vehicles, ATV's and snow machines operated in the vicinity of the weather station fully comply with Provincial, Territorial, Regional and Hamlet/Town regulations and must be properly licensed and insured with coverage as identified in Resulting Contract Annex E, Insurance Requirements.
- 1.1.22 The Contractor must ensure the weather observing station and associated facilities are operated and maintained in an environmentally responsible manner.
- 1.1.23 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.



- 1.1.24 When requested, the Contractor or his designated Station Manager must meet with an ECCC representative on-site.
- 1.1.25 The Contractor's must purchase and provide materials required to perform routine housekeeping duties on site. These supplies include but are not limited to: garbage bags, toilet tissue, Kleenex, paper towels, cleaning supplies, brooms, mops etc.
- 1.1.26 The Contractor must purchase and provide all routine stationery and other office supplies such as, but not limited to, paper, pens, pencils, tape, paper clips, stapler, etc.
- 1.1.27 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).
- 1.1.28 The Contractor will not be responsible for the loss of or damage to the equipment supplied by ECCC unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or staff must immediately report any defects or damage to the supplied equipment to the Project Authority. The Contractor must immediately notify the Project Authority if repair or replacement of the equipment is required.
- 1.1.29 The Contractor must immediately report any equipment breakdown or operational problem to the **Stony Plain Service Desk** at the following number: **1-877-292-0939**. The technicians who work there provide help and assistance to station staff in the event of breakdowns and operational problems. The Contractor must not hesitate to contact them in case of doubt. Station staff will then be invited to follow the advice provided by the technician on duty.

1.2 Environment and Climate Change Canada (ECCC) Responsibilities

- 1.2.1 ECCC will make available to the Contractor, without charge, all facilities, meteorological equipment and meteorological supplies (excluding transportation equipment and yard maintenance equipment) required at the station for the completion by the Contractor of the aerological observing duties and supplementary tasks.
- 1.2.2 ECCC is responsible for the provision and payment of a standard telephone service to the weather station. Long distance charges incurred for the transmission of weather information, reporting instrument defects or failures, or for matters relating to the ongoing operations of the weather observing contract will be paid for by ECCC. All unauthorized telephone charges will be at the expense of the Contractor.
- 1.2.3 ECCC will supply the necessary Meteorological communication equipment which includes station computers complete with modems and software. Spare equipment will be supplied where required. The Contractor must use this equipment solely for the purpose of collecting, transmitting or archiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
- 1.2.4 ECCC will ensure all necessary equipment and meteorological instruments needed for the operation of the surface observing program is available to the Contractor at no cost. A complete detailed listing of specific station equipment and instruments will be made available from the Project authority upon commencement of the term of the Contract. Listing of the meteorological equipment specific to the station:
 - a. **Digital Electronic Barometer** - A digital station barometer for use in determining atmospheric pressure. ECCC will install equipment inside the office facility.
 - b. **Stevenson Screen** – housing temperature and temperature extreme measuring equipment (mercury and alcohol filled thermometers). Stand is mounted outdoors in meteorological instrument area.



- c. **Wind Speed Direction & Detection** – Detecting instruments are mast-mounted outdoors and information gathered by these is transmitted via cable to indoor mounted indicating instruments.
 - d. **Instrument Cabinets** – used to house indicating and recording equipment. The cabinet is located indoors.
 - e. **Communication Equipment** – PC and backup. Used to transmit data from the aerological launches and reference climate station. It 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.
 - g. **Aerological Balloon Inflation Facilities** – Facility where balloons are inflated with lifting gas for aerological soundings.
 - h. **Helium** – Helium is provided in the form of helium cylinders or tanker which are shipped at no cost to the Contractor. Storage of the helium cylinders is in the inflation building.
- 1.2.5 ECCC is responsible for the inspection and acceptance of all aspects of the weather observing program and operations. ECCC is also responsible for ensuring the timeliness of reporting, accuracy of data and adherence to procedures and standards are being met.
- 1.2.6 ECCC has the authority to recommend and implement changes to the upper air program and to order the de-certification of any employee found to be lacking in the ability, or demonstrating negligence or unreliability, in completing the duties of a contract weather observer.

2. CONTRACTOR RULES OF CONDUCT AT THE WEATHER STATION

- 2.1 The Contractor must ensure, while on duty, the performance of observational duties and supplementary tasks is the first priority of all the contract resources.
- 2.2 The Contractor must ensure that no other commercial business is performed by contract resources at any time while on the provided premises, or when utilizing ECCC products available over the supplied communications system or using data collected as part of the weather observing contract.
- 2.3 The Contractor must ensure that no alcoholic beverages or illegal drugs, are brought onto the station property, including cannabis products.
- 2.4 The Contractor must ensure that no resources under the influence of alcohol or illegal drugs perform the duties of an observer. Staff impaired or impeded by prescription drugs must not take weather observations.
- 2.5 The Contractor must not use the weather station facilities for temporary or permanent living or sleeping quarters nor temporary or permanent storage or personal property.
- 2.6 The Contractor and contract resources must follow the proper communications protocol as defined by ECCC's Policy on the Use of Electronic Networks. The weather station communications services must only be used for the transmission of weather information, reporting of instruments defects or failures, or matters relating to the ongoing operations of the weather station. To fulfil international commitments and comply with the directives of the World Meteorological Organization, all contract resources will be provided with a Government of Canada network email account used to transmit the Upper Air data. All contract resources must be provided with the ECCC's Policy on the Use of Electronic Networks. Contract resources must abide by this Network Policy.
- 2.7 Misuse of ECCC computing and communications equipment, including downloading of files from media such as the Internet (unless specifically related to the observing program), installing additional software (games, videos, etc.) is strictly prohibited. ECCC Corporate Services Branch will determine the



consequence of failure to comply with this policy and may constitute grounds for immediate de-qualification of the contract resource involved and possible termination of the Contract for Cause. All costs associated to any misuse will be the Contractor's responsibility.

- 2.8 The Contractor or contract resources must not involve the weather station in any local issues or other forms of current events. Requests for comment from the media or other representatives of public or private groups must be directed to the Project Authority. The Contractor or contract resources must not provide comment or opinion on any issue on behalf of ECCC.
- 2.9 The Contractor, or contract resources, must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products. Aerological observations may be altered or changed only on the direction of an identified representative of ECCC as specified in the Manual of Surface Weather Observations.
- 2.10 The Contractor and contract resources must co-operate in a professional, courteous and civil manner with the Project Authority, with Government of Canada employees, and with members of the general public, in order to ensure the health and safety of personnel accessing the station, the safety of the equipment and buildings and integrity of the data collection program.
- 2.11 While performing any work under the Contract, the Contractor and contract resources must communicate and conduct themselves in a manner which promotes a respectful workplace. Treating all people with respect, dignity and fairness is required at all times to create and maintain a safe and healthy workplace that is free from harassment and discrimination.

3. CONTRACT PERSONNEL REQUIREMENTS

3.1 Requirements

- 3.1.1 The Contractor must provide and supervision of a **minimum of three (3)** persons (including one station manager) capable of being trained and site authorized as Upper Air Observers for the duration of the contract. This will allow for operations to continue 365 days a year (366 days in a leap year). This is a **mandatory** requirement.
- 3.1.2 The required level of education for staff is a high school diploma or equivalent; a working knowledge of personal computers and the Windows operating system is also mandatory. This must be mentioned in the CV of each proposed employee and included in the bidder's bid.
- 3.1.3 The Contractor must ensure all aerological observations are recorded, coded and transmitted by contract resources trained and/or certified by ECCC.
- 3.1.4 The Contractor must ensure all aerological work is performed by qualified contract resources and qualified by ECCC.
- 3.1.5 The Contractor must designate one of the three contract resources listed above as the Station Manager.
- 3.1.6 The Contractor must notify the Project Authority of any proposed contract resource changes a minimum **60 days** in advance of the proposed personnel change. The proposed change is subject to approval by the Project Authority.
- 3.1.7 The Contractor must provide a letter signed by the candidate(s) indicating his or her willingness to work for the Contractor and undergo the necessary training and security clearance. Security Reliability Status must be valid and current for all active resources for the duration of the contract. This is a **mandatory** requirement.
- 3.1.8 ECCC may refuse any proposed contract resources that the Project Authority deems not to have acceptable qualifications to perform the work required. This will include any individual deemed unreliable or negligent in the duties and responsibilities of the contract resource.



- 3.1.9 The Contractor must take all necessary action to ensure that the principles outlined in Provincial, Territorial, and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy, and harassment-free working environment. Failure to comply with Labour Codes may result in the termination of the Contract.
- 3.1.10 The Contractor must ensure that all contract resources and designated station manager perform a minimum of one (1) complete aerological observation a minimum of once every 60 calendar days.
- 3.1.11 At the discretion of the ECCC Project Authority, the site authorization of a contract resource may be revoked if the resource does not perform one complete aerological observation a minimum of once every 60 consecutive calendar days.
- 3.1.12 The Contractor and contract resources must all hold a valid driver's license. Copies of the valid driver's licence must be provided.

3.2 Observer Training

- 3.2.1 The Contractor is responsible for hiring and paying the staff required to fulfill the services identified under this contract.
- 3.2.2 The Contractor is responsible for all expenses related to recruitment and initial, annual and additional training for themselves and their staff.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 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 HELIUM 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.



- 3.2.8 Contract resources that do not successfully complete the Aerological Observers course in Stony Plain, Alberta will not be permitted to perform aerological observations nor be granted a Site Authorization to do so. All costs arising from this removal, including the replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.
- 3.2.9 Training will include the aerological observation duties as well as the basic training on the maintenance and repair of certain meteorological instruments, sensors and pieces of equipment to effectively operate the weather station.
- 3.2.10 All observers must have security reliability status prior to training in Stony Plain, Alberta. The security clearance must be submitted to the Project Authority prior to the commencement of the Aerological Observers course. This is a **mandatory** requirement.
- 3.2.11 All observers must complete the Workplace Hazardous Materials Information System Regulation (WHMIS) and Transportation of Dangerous Goods (TDG) certification training prior to training in Stony Plain, Alberta. The completed training certificates must be submitted to the Project Authority prior to the commencement of the Aerological Observers course. This is a **mandatory** requirement.
- 3.2.12 While on course, all trainees must behave in a professional manner. Tardiness or disruptive behavior will not be tolerated. Arriving in an intoxicated or impaired condition will result in immediate removal from the course. All costs arising from this removal, including replacement of the unsuccessful trainee is the sole responsibility of the Contractor.
- 3.2.13 Annual training requests outside the initial training will be provided once per year for each year of the contract if needed. The Contractor must request this training from the Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority.
- 3.2.14 Annual training of weather observers (outside the initial training) shall be conducted at a mutually agreeable time. All observers involved in the contract observation program shall be certified at the specific site at which the aerological observations are taken. Certification is not transferable between stations. ECCC will conduct annual site certification for all contract resources.
- 3.2.15 In the event that additional training is required outside of the initial site and annual site training the Contractor will be responsible for all incurred costs of the trainer, these costs include, travel, accommodations, meals, incidentals
- 3.2.16 ECCC is committed to increased employment opportunities for Indigenous Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ Indigenous Canadians in their programs. To assist Contractors in this regard, the cost of tuition per year for one (1) Indigenous person, during the life of this Contract, will be waived. The Contractor will still be responsible for all other costs including, but not limited to, transportation, accommodation, living allowance and wages for the resource(s) of the Contractor.

3.3 Certification of Observers

- 3.3.1 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 Certifications is not transferable between stations.
- 3.3.4 ECCC will conduct annual site certifications for all contract resources.



- 3.3.5 The Contractor must provide a shift schedule to the Project Authority outlining the shift schedule during the period of 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.
- 3.3.6 If the resource does not complete one aerological observation in a sixty (60) consecutive day period; or does not, in any other way, conform to the Aerological Observer Policy, the observer's site authorization/certification will "lapse" and be subsequently revoked.
- 3.3.7 The observer's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.
- 3.3.8 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.
- 3.3.9 Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the observer.
- 3.3.10 Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
- 3.3.11 An on-site evaluation of the observer's work by a representative of ECCC will be conducted prior to the revoking of an observer's qualification.
- 3.3.12 While an observer's qualification is suspended or revoked, that observer is not permitted to perform aerological observations or conduct supplementary duties.
- 3.3.13 Recertification of an observer whose certification has been revoked will require an audit of performance to ensure competency in completing meteorological duties. This audit will be administered by MSC BC Inspector.
- 3.3.14 ECCC's Project Authority has the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, demonstrating negligence or unreliability, in completing the duties of a contract weather observer.

4. FACILITIES

- 4.1 ECCC will provide necessary facilities and compound for the operation of the aerological observation program. The indoor facilities will include necessary washroom facilities. All utilities necessary to operate the station, including heat, running water, lighting and power are the responsibility of ECCC and provided at no charge to the Contractor. The Contractor must follow energy efficient practices when using the provided facilities.
- 4.2 The Contractor must ensure the facilities provided are used for the sole purpose of the aerological operational program only and no additional commercial or personal business dealing shall be conducted from the premises. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 4.3 The Contractor must ensure only individuals involved in taking observations as part of the contract, or otherwise involved in the cleaning and/or maintenance of the facilities, use the supplied facilities.
- 4.4 The Contractor must maintain the meteorological compound by ensuring all sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter. All doorways immediately around the balloon inflation and aerological Operations building must be kept clear of snow. All equipment required to maintain the compound and walkways is the sole responsibility of the Contractor.



- 4.5 The Contractor must place garbage in garbage bins provided at the airport maintenance building.
- 4.6 The Contractor must provide general housekeeping services. This must include, but not be limited to: keeping the floors clean, swept or vacuumed and washed, the interior walls washed and windows cleaned and the daily removal of litter and waste. All cleaning or janitorial supplies and equipment, or services required to maintain the cleanliness of the weather observing facilities, are the sole responsibility of the Contractor.
- 4.7 The Upper Air station is a Federal Workplace, therefore, the Contractor and all contract resources must ensure that the Federal Government “No Smoking” policy is observed while using the supplied facilities.
- 4.8 The Contractor must not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Project Authority. The Contractor must report immediately any defect in the facilities, property or equipment to the Project Authority.
- 4.9 The Contractor must ensure the provided facilities are secured and locked and windows closed when not in use.
- 4.10 The Contractor must ensure that the facilities are used and maintained in a manner that respects the environment.

5. HEALTH AND SAFETY

5.1 Contractor Responsibilities

- 5.1.1 The Contractor must adhere to all applicable regulations provided in Federal, Provincial Codes
- 5.1.2 The Contractor must comply with all regulations in Part II of the Canada Labour Code (<http://laws-lois.justice.gc.ca/eng/acts/L-2/page-2.html>) with respect to Occupational Safety and Health and Part III of the Canada Labour Code (<http://laws-lois.justice.gc.ca/eng/acts/L-2/page-3.html>) regarding hours of work and other Labour Relations Articles.
- 5.1.3 The Contractor must post in the workplace in a location accessible to all resources, Part II of the Canada Labour Code and the name and telephone number of the designated safety representative, (if required). All other printed or safety material or shall be similarly posted.
- 5.1.4 The Contractor must ensure that all contract resources are aware of known and foreseeable safety or health hazard in the workplace. These must include, but not limited to, hazards associated with balloon filling, the use of compressed gas and health and safety hazards associated with mercury and operating the tilt-up tower for the wind gauge.
- 5.1.5 The Contractor must ensure that all hazardous material and substances are identified, labelled correctly and stored and handled safely.
- 5.1.6 The Contractor must ensure that all protective equipment / and personal protective clothing required for the work and the safety of employees is available and in good condition and all employees are aware of the correct use of the protective equipment.
- 5.1.7 The Contractor must investigate and record all known accidents or other hazardous occurrences in the workplace. If necessary, the Contractor must prepare a complete Hazardous Occurrence Investigation Report, (Labour Canada form 369) and forward copies to the Project Authority and the ECCC Human Resources Office in the respective Region.
- 5.1.8 The Contractor must comply with all oral or written directions provided by ECCC Project Authority.



- 5.1.9 Where the work is performed, the Contractor must comply with all Standing Orders and all other Regulations in force relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.
- 5.1.10 The Contractor must adhere to all fire regulations as specified by the Airport Authority or Project Authority.
- 5.1.11 All matters affecting the health and safety of weather observing resources or other individuals working in or around the weather observing station, must be brought to the immediate attention of the Project Authority.
- 5.1.12 A mercury spill clean-up kit will be provided by ECCC (if required). The Contractor must report a spill and attempt a cleanup of any mercury spills immediately. A mercury spill will be considered a hazardous occurrence.
- 5.1.13 The Contractor must comply with WHMIS (Workplace Hazardous Material Information System) legislation. This must include but not be limited to: ensuring all controlled products as defined under WHMIS are identified with the correct labels; ensuring valid Material Safety Data Sheet (MSDS) is available for each identified controlled product; training of all staff in the safe and correct handling, storage, and use of each controlled product.
- 5.1.14 The Contractor must ensure that all staff who ship and/or receive dangerous goods (such as compressed gas cylinders, batteries), have and maintain Transportation of Dangerous Goods (TDG) training and certification necessary to comply with the legislation.
- 5.1.15 The Contractor must ensure that all compressed gas cylinders are handled safely, properly stored, prepared, labelled, and have the required documentation prior to shipping.
- 5.1.16 **The Contractor must supply to ECCC, within thirty (30) days of the commencement of the contract, proof of certification of all employees in Workplace Hazardous Material Information System training.** This includes proof of certification for any new resource and must be sent in the event of any staff changes. The Contractor may have to provide to ECCC a copy of the valid certification of all of their employees, throughout the contract term
- 5.1.17 The Contractor must supply proof of certification within thirty (30) days of commencement of the contract that all resources have completed training in the Transportation of Dangerous Goods Act. This includes proof of certification for any new resource and must be sent in the event of any staff changes. The Contractor may have to provide to ECCC a copy of the valid certification of all of their employees, throughout the contract term.
- 5.1.18 The Contractor and all contract resources must strictly adhere to all fire and general safety regulations applicable at their station. All matters affecting the health and safety of weather observing staff or other individuals working in or around the weather observing station must be brought immediately to the attention of the Project Authority.
- 5.1.19 The Contractor must supply proof of Workers' Compensation coverage for all employees in the Province in which the work is to be performed.
- 5.1.20 The Contractor shall be responsible for the safety of his employees. The Contractor shall relieve ECCC of all liability as regards claims, requests, actions, demands, lawsuits, fees, expenses and legal proceedings initiated by anyone whomsoever in any way whatsoever following the death of an employee, an injury to an employee, the loss of property or material damages suffered due to activities carried out by the Contractor while delivering services under this contract.
- 5.1.21 When required, the Contractor and its resources must obtain airside clearance for working in and around airport sites from the appropriate airport operator. It is the responsibility of the Contractor to obtain and pay any costs incurred for such clearances. Any employee unable to obtain the appropriate clearance or who fails to follow the local regulations will not be certified to perform the duties of an aerological observer or will have their certification revoked.



5.2 Environment and Climate Change Canada (ECCC) Responsibilities

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

5.3 Emergency Plans

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

5.4 WHMIS and Transportation of Dangerous Goods (TDG)

- 5.4.1 The Contractor must comply with the Workplace Hazardous Material Information System (WHMIS), the Transportation of Dangerous Goods Act - Land (TDG) and all applicable Occupation Safety and Health (OSH) regulations.
- 5.4.2 The Contractor must provide, within thirty (30) days of the start of the contract: Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.



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



**APPENDIX 2 TO ANNEX A
PENALTIES FOR NON PERFORMANCE**

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

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

DEFINITION OF SITUATIONS:

<p align="center">NORMAL RELEASE</p>	<p>Every effort must be made to perform the aerological release at precisely 11:15 UTC (morning) and or 23:15 UTC (evening).</p> <p>Due to conditions beyond the control of the Contractor there may be short delays in performing the release and actual release times between 11:15 and 11:29 UTC (morning) and 23:15 and 23:29 UTC (evening) will be considered "normal".</p>
<p align="center">EARLY ASCENTS</p>	<p>If an aerological release is made prior to 11:15 UTC for the morning observation or prior to 23:15 UTC for the evening observation it will be considered "early".</p> <p>A reduction of one-half (0.5) times the aerological Observation rate may apply.</p>
<p align="center">DELAYED ASCENTS</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 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 equipment malfunction or weather (as determined by the Project Authority) beyond the control of the Contractor, there will be no reduction in the payment to be made to the Contractor.</p> <p>If the delay was caused by something other than equipment malfunction or weather (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of one-half (0.5) times the aerological Observation rate. A delayed release due to routine or balloon rejections during preparation is not acceptable.</p>
<p align="center">MISSED ASCENTS</p>	<p>If a morning aerological release is not made before 11:45 UTC, if an evening release is not made before 23:45 UTC, the release must be recorded as "MISSING". A message must be sent on the ECCC communication system advising of the missed ascent.</p> <p align="center">Releases must not be attempted after 13:30 UTC (morning) and 01:30 UTC (evening).</p> <p>If a release was attempted but due to equipment malfunction (as determined by the Project Authority) beyond the control of the Contractor, was not completed, the Contractor will not be subject to penalties for non-performance.</p> <p>If a release was not done for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation <u>plus</u> a reduction of one (1.0) times the aerological Observation rate will be applied.</p>
<p align="center">INCLEMENT WEATHER/ROAD CONDITIONS</p>	<p>If the weather or road conditions are such that it is not reasonable to expect the Contractor to go to the aerological station to attempt an aerological launch, the Contractor will generally not be held responsible and will not have to pay the penalty in damages for non-performance due to the missed observation. However, the Stony Plain service office MUST be informed of the situation (1-877-292-0939). If the following criteria are met, payment will not be made for the launch, but no penalty in damages for non-performance will apply:</p> <ol style="list-style-type: none"> 1. prevailing wind speed greater than sixty (60) kilometers/hour; 2. and either: <ol style="list-style-type: none"> a) prevailing visibility less than four hundred (400) meters (1/4 mile); or b) wind chill of more than 2,300 watts/square meter (approximately -50 colder or roads are closed



	<p>The Contractor will not be held liable for non-performance penalties resulting from the missed ascent due to inclement weather/road conditions; however, in order to avoid penalties for non-performance the Stony Plain Service Desk MUST be contacted at 1-877-292-0939. If the call is not made, the survey will be considered to be missed and penalties for non-performance 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, the Contractor is not obligated to attempt an aerological observation and penalties for non-performance will not apply, however, the Stony Plain Service Desk MUST be contacted at 1-877-292-0939.</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 than the Stony Plain Service Desk MUST contacted at 1-877-292-0939.</p> <p>In the case, it is considered as missed ascent, the Contractor will not be paid for the observation <i>plus</i> a reduction of one (1.0) times the aerological Observation rate will be applied.</p>
<p>OBSERVATION QUALITY</p>	<p>If an error is made in the preflight setup of the aerological instrument which causes the flight data to become invalid (surface temperature, pressure, etc. are incorrect), there will be a reduction in payment to the Contractor of one- half (0.5) times the aerological observation rate.</p> <ul style="list-style-type: none"> • A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause. • A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer can result in revocation of the observer’s authorization to perform aerological Observations. • Penalties for non-performance for quality control are applied to the Contractor’s monthly performance and not to any individual observer’s performance.
<p>AEROLOGICAL MESSAGE TRANSMISSION</p>	<p>If any messages are transmitted late, the aerological release will be considered ‘DELAYED’.</p> <p>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>The observer MUST check to ensure that all messages are transmitted as required.</u></p> <p>Penalties will not apply in the event of DELAYED or MISSING aerological messages caused by equipment malfunction, weather conditions (as outlined in this document), early balloon burst, multiple releases and/or total communication system failure.</p> <p><u>In the case messages are considered DELAYED or MISSING; penalties will apply accordingly.</u></p>

DAMAGES FOR NON-PERFORMANCE – SUPPLEMENTARY PROGRAMMES

Non-Delivery – Supplementary Programs

If an additional program subject to additional remuneration (ozone probe, etc.) has not been carried out for any reason other than equipment failure or weather conditions (as determined by the project authority), the Contractor will not be paid for the program and a reduction equal to one (1) times the program rate will apply.



APPENDIX 3 TO ANNEX A HAZARDS

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

1. **Physical Hazards**

Some of the known physical hazards on station are:

- 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
- injury from high pressure helium cylinders (explosion and crushing injuries)
- working alone in a remote location
- opening/closing of the inflation building main overhead door
- climbing tall ladders to change light bulbs and/or calibrating sensors
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors
- cuts and/or punctures while maintaining equipment

2. **Chemical Hazards**

Some of the known chemical hazards on station are:

- methyl or isopropyl alcohol
- ozone
- lubricating oil
- battery acid
- fire extinguishers
- helium gas

3. A complete listing of all known physical or chemical hazards as well as the recommended practices to minimize their dangers will be made available to the Contractor prior to contract commencement.
4. The Contractor must ensure all contract resources have been made aware of all known physical or chemical hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted chemical hazards must be brought to the attention of the Project Authority immediately.
5. The Contractor must ensure contract resources are equipped with, and use, supplier recommended personal protective equipment (PPE) (such as face masks, chemical resistant gloves, safety boots, etc.) in the completion of their duties.
6. Upon commencement of the contract and on the contract anniversary dates thereafter, the Contractor must perform an inventory of all Personal Protective Equipment contract resources are equipped with and forward same to the Project Authority to ensure compliance.
7. The Project Authority must annually review the inventory and the Contractor's training plan. The Contractor must remedy any noted deficiencies to the satisfaction of the Project Authority. Failure to do so will be considered Cause for Termination of the Contract.



8. **Safety Data Sheets (SDS)**

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

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



APPENDIX 4 TO ANNEX A APPLICABLE DOCUMENTS

Documents Referenced in the Statement of Work:

Manual of Surface Weather Observations (MANOBS):

[Manual of Surface Weather Observation Standards \(MANOBS\) 8th Edition, Amendment 2 - Canada.ca](#)

Manual of Upper Air Observations (MANUPP):

[MANUPP \(buyandsell.gc.ca\)](#)

Documents To Be Provided at Contract Award:

Safety and Health Manual for Atmospheric Environment Program

Aerological Observer's Course Training Manual Module 2.7

ECCC PNR Observer Qualification Policy

Occupational Health & Safety Report

Quality Control Report, Station Equipment Checklist

Monthly Aerological Record & Monthly Stock Report



APPENDIX 5 TO ANNEX A AEROLOGICAL CERTIFICATION POLICY

1.1 Policy

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

1.2 Reason for the policy

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

1.3 Certification:

To qualify for aerological observation certification, candidates must:

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

1.4 Operational Requirements

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

1.5 Conditions for Non-Certification/Revocation

- 1.5.1 The project officer will revoke the certification of an aerological observer if there is reason to believe that the observer's performance is not up to standard. An evaluation of the observer's work will be conducted at the station by an authorized MSC representative before the recommendation to revoke certification is made.
- 1.5.2 Certification will be automatically revoked if an observer does not conduct at least one (1) aerological observation every 60 consecutive days thereafter.
- 1.5.3 An observer's certification will be automatically revoked if the observer leaves his employment

1.6 Written notice

- 1.6.1 The project officer or the project officer's authorized representative will give the observer written notice, including the date, site and reason for non-certification/revocation. A copy of this notice will be sent to:
 - The Contractor
 - The contracting authority
- 1.6.2 If an aerological observation certificate is revoked, the observer may no longer conduct aerological surveys. If the notice is ignored, the contract will be automatically cancelled.



1.7 Re-Certification Procedures

- 1.7.1 If the Contractor wants an observer to be re-certified, the Contractor must submit a request to the project officer, who will initiate re-certification procedures at the station. Generally, 60 business days' notice is required. The Contractor will be responsible for the re-certification costs.
- 1.7.2 To be re-certified, an observer is required to demonstrate his competency to carry out aerological observations. The re-certification exam will take place at the station. At the discretion of the MSC representative, a written exam may be required.
- 1.7.3 At the discretion of the project officer, in some cases, re-certification may require the observer to take another training session.



ANNEX "B"
BASIS OF PAYMENT

to be completed at contract award



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 aerological weather observations at the Port Hardy Weather STation in Port Hardy, BC			
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"/>	

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No / Yes

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Yes

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).

Security Classification / Classification de sécurité
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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	
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 8 July 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	Digitally signed by Nelson, Lori Date: 2022.07.11 16:19:06 -06'00'
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 / Non <input type="checkbox"/> Yes / Oui
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

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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.
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. 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. 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.

For the province of Quebec, send to:

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



For other provinces and territories, send to:

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

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