



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy:</p> <p>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>SOUSSION 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 Whitehorse Upper Air Station, YT</i></p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP <i>5000068191</i></p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) <i>2023-08-21</i></p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p><i>at – à 15:00h</i> <i>on – le 2023-10-03</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 – 2026-03-31</i></p>	
	<p>Destination - of Services / Destination des services <i>Yukon Territory</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 Education and Work Experience Table.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and Insurance Requirements.

1.2 Summary

- 1.2.1 Environment and Climate Change Canada (ECCC) has a requirement for aerological observations at the Whitehorse Upper Air Station, Yukon Territory as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to March 31, 2026, with renewal option periods of three (3) one-year periods.

Environment and Climate Change Canada (ECCC) operates aerological observing stations throughout Canada. These stations complete soundings of the upper atmosphere twice daily for each day of the year. The observations are taken by releasing a gas-filled balloon with an attached instrument which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data to the Canadian Meteorological Center relating to temperature, humidity, wind shear and the height of standard atmospheric pressure levels for including in atmospheric models used in forecasting and global weather monitoring.

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

- 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.
- 1.2.6 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):
- Kwanlin Dun First Nation Final Agreement
 - Ta'an Kwach'an Council Final Agreement
 - Champagne and Aishihik First Nations Final Agreement
 - Carcross/Tagish First Nation Final Agreement
 - Teslin Tlingit Council Final 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](#) (2023-06-08) 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 Yukon Territory.

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 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.



2.8 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: 5000068191

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 of the activities identified, 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 activities 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 - (April 1, 2024 – March 31, 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.	Loading/unloading the AS41 every 30 days 6 hrs/month	72	Hours	\$	\$
2.	Monthly reporting 1/month	12	Each	\$	\$
3.	Yard maintenance (snow clearing) 1hr/month, Nov-Apr	6	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.					
4.	Preventative Maintenance	12	Hours	\$	\$
5.	Labour, as and when requested	50	Hours	\$	\$
(A) Total Estimated Price - Firm Contract Year 1: Items 1 + 2 + 3 + 4 + 5					\$



Table 1.2 Firm Contract Year 2 - (April 1, 2025 – March 31, 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.	Loading/unloading the AS41 every 30 days 6 hrs/month	72	Hours	\$	\$
2.	Monthly reporting 1/month	12	Each	\$	\$
3.	Yard maintenance (snow clearing) 1hr/month, Nov-Apr	6	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.					
4.	Preventative Maintenance	12	Hours	\$	\$
5.	Labour, as and when requested	50	Hours	\$	\$
(B) Total Estimated Price - Firm Contract Year 2: Items 1 + 2 + 3 + 4 + 5					\$

Table 1.3 Option Period 1 - (April 1, 2026 – March 31, 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.	Loading/unloading the AS41 every 30 days 6 hrs/month	72	Hours	\$	\$
2.	Monthly reporting 1/month	12	Each	\$	\$
3.	Yard maintenance (snow clearing) 1hr/month, Nov-Apr	6	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.					
4.	Preventative Maintenance	12	Hours	\$	\$
5.	Labour, as and when requested	50	Hours	\$	\$
(C) Total Estimated Price – Option Period 1: Items 1 + 2 + 3 + 4 + 5					\$



Table 1.4 Option Period 2 - (April 1, 2027 – March 31, 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.	Loading/unloading the AS41 every 30 days 6 hrs/month	72	Hours	\$	\$
2.	Monthly reporting 1/month	12	Each	\$	\$
3.	Yard maintenance (snow clearing) 1hr/month, Nov-Apr	6	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.					
4.	Preventative Maintenance	12	Hours	\$	\$
5.	Labour, as and when requested	50	Hours	\$	\$
(D) Total Estimated Price – Option Period 2: Items 1 + 2 + 3 + 4 + 5					\$

Table 1.5 Option Period 3 - (April 1, 2028 – March 31, 2029)

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.	Loading/unloading the AS41 every 30 days 6 hrs/month	72	Hours	\$	\$
2.	Monthly reporting 1/month	12	Each	\$	\$
3.	Yard maintenance (snow clearing) 1hr/month, Nov-Apr	6	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.					
4.	Preventative Maintenance	12	Hours	\$	\$
5.	Labour, as and when requested	50	Hours	\$	\$
(E) Total Estimated Price – Option Period 3: Items 1 + 2 + 3 + 4 + 5					\$



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 25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 35 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**

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

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

COMPLIANCE MATRIX – MANDATORY REQUIREMENTS (CRITERIA)

No.	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 propose two (2) resources – one as the main operator and one as back-up operator. 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 main operator or back up operator 		
M2	<p>The Bidder’s Proposed Resources must have a Secondary School Diploma or equivalent (General Education Development (GED) or higher level of education.</p> <p>In order to demonstrate this, the Bidder must complete the Education and Work Experience Template found at Attachment 2 to Part 4 for each Proposed Resource which includes the following information:</p> <ul style="list-style-type: none"> - Highest level of education completed - Name of School or location - Year the education was obtained 		



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

POINT RATED EVALUATION CRITERIA

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

For the bid to be valid, the bidder must obtain a minimum pass mark of 25 points score within the technical evaluation based on the following grid. Bids that obtain less than 25 points will be considered non-responsive. Maximum points available: 35 points.

No.	Point-Rated Technical Criteria (RT)	Maximum Points	Rating
RT1	<p>Expertise of the Bidder's Proposed Resources</p> <p>The Bidder should include the expertise of each of the Proposed Resources have operated within any meteorological capacity including, but limited to:</p> <ol style="list-style-type: none"> a. Managing a meteorological facility b. Conducting meteorological observations and measurements including but not limited to maintenance and calibration of equipment and aerological soundings c. Operating precipitation collectors for analysis <p>Points will be allocated as follows: One (1) point for each year of relevant experience, up to a maximum of 5 points per Proposed Resource. Experience less than one (1) year will not be given any points.</p>	10	
RT2	<p>Occupational Health and Safety (OHS) Plan: The Bidder's Occupational Health and Safety plan should include:</p> <p>Basic Site Safety Management- The Bidder should include (8 points)</p> <ul style="list-style-type: none"> • Emergency Response Plan- 2 points • Local Emergency Contact Information – 2 points • Safe Work Procedures – 2 points • Reporting and investigating Accidents/Incidents – 2 points 	10	



	<p>Training and Certifications (2 points)</p> <ul style="list-style-type: none"> • WHMIS Workplace Hazardous Materials Information System - 1 point • TDG Transportation of Dangerous Goods - 1 point <p>Bidders will receive full points for each of the items that is included, and described, in the Bidder's plan. No partial points will be awarded.</p>		
RT3	<p>The Bidder should demonstrate in its bid a commitment to socio-economic benefits related to Indigenous Communities and Individuals. For this Solicitation, Indigenous is defined as First Nations, and/or Métis, and/or Inuit.</p> <p>Indigenous Benefits Criteria – Indigenous Employees</p> <p>The Bidder should provide the number of self-declared Indigenous employees in the Bidder's organization in their bid submission. There is an expectation that the number of Indigenous personnel employed with the Bidder's organization, as submitted in the bid, will continue over the course of the Contract.</p> <p>The Bidder's plan includes full-time or part-time employment of Indigenous personnel within the Bidder's organization.</p> <p>2 points per identified personnel up to a maximum of 10 points.</p>	10	
RT4	<p>Indigenous Benefits Criteria – Indigenous Training and Social Programs</p> <p>The Bidder should include in its bid a plan for Contractor-led knowledge transfer to Indigenous individuals and or support of local Indigenous community social programs. The Bidder should include a description of how its organization will support local Indigenous community social programs:</p> <ul style="list-style-type: none"> • Transfer of knowledge to after school programs to encourage people to enter science related fields – 5 points • Transfer of knowledge pertaining to obtaining government contracts and their benefits to Indigenous individuals – 5 points • Any other knowledge transfer that supports indigenous training 5 points • Contributions to sustainable resource management or environmental protection programs – 5 points • Contributions to community recreation facilities and programs – 5 points • Any other contributions that support indigenous social programs – 5 points <p>To be awarded points, the description must include details and timelines of the knowledge transfer and or contributions. Training offered by Environment and Climate Change Canada will not be considered – A maximum of 5 points will be awarded for this criterion.</p>	5	
	TOTAL MINIMUM POINTS ACCEPTABLE	25	
	TOTAL MAXIMUM POINTS AVAILABLE	35	
	TOTAL POINTS ACHIEVED		



**ATTACHMENT 2 TO PART 4
EDUCATION AND WORK EXPERIENCE TABLE**

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

EDUCATION AND WORK EXPERIENCE TEMPLATE	
Name of Proposed Resource	
Education	Highest level of education completed (minimum secondary school diploma):
	Name of school or location
	Year obtained
Fundamental computer skills	Provide an example of working knowledge of computers and Windows operating system
Other Relevant Certification(s)	
EXPERIENCE #1	
Name of the organization the work was performed for	
Title of the Project/work or contract name	
Description of the work provided, including role and responsibilities of the proposed resource	
Did the experience involve using Microsoft Windows Operating System? (yes or no)	
Did the experience involve using Microsoft Programs? (yes or no)	
If the answer to the above questions is "yes", list the Microsoft programs (such as Word, Excel, Outlook, Powerpoint, Access, etc.)	
Start date (specify month and year)	
End date (specify month and year)	
Total number of years; including if the work is still in progress	
Name and contact information (phone number/email) of a reference who will confirm the information supplied by the Bidder	



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



PART 5 - CERTIFICATIONS

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:

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.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid security screening issued by the Government of Canada/Environment and Climate Change Canada (ECCC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by ECCC.
3. The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information.
4. Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

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 March 31, 2026.



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 fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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.

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

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

- Kwanlin Dun First Nation Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Champagne and Aishihik First Nations Final Agreement
- Carcross/Tagish First Nation Final Agreement
- Teslin Tlingit Council Final Agreement

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; and
- 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

Site Operations Whitehorse Automated Radiosonde Observing System

1.0 BACKGROUND

Environment and Climate Change Canada (ECCC) operates aerological observing stations throughout Canada. These stations complete soundings of the upper atmosphere twice daily for each day of the year. The observations are taken by releasing a gas-filled balloon with an attached instrument which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data to the Canadian Meteorological Center relating to temperature, humidity, wind shear and the height of standard atmospheric pressure levels for including in atmospheric models used in forecasting and global weather monitoring.

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

2.0 SCOPE

ECCC requires the Contractor to be responsible for service related to loading and unloading supply trays in the Vaisala Automated Radiosonde Observing System AS41 as indicated in Appendix 1 to Annex A as well as perform checks on the system when the AS41 has an error, either a jam or debris in the loading tray during launch times 11:15UTC and 23:15UTC.

ECCC requires the Contractor to perform regular preventive maintenance on the AS41, as per the Vaisala Automated Radiosonde Observing Manual Appendix 20 – Maintenance schedule.

The Contractor must provide the identified services in accordance with select paragraphs in the ECCC Automated Radiosonde Observing System (ARLS) using Model AS41. All services conducted in connection with the performance of this contract must be in accordance with the Site Operator User Manual of the Vaisala Automated Radiosonde Observing System and all revisions including those which take effect during the course of the contract

3.0 OTHER RELATED DUTIES

- a) **Snow removal on Instruments:** The Contractor must ensure instruments are kept free of snow. Snow should also be cleared from the interior of the Stevenson Screen; this can be done during the radiation check. The Contractor is responsible for removing snow from the equipment and instruments. The Contractor must immediately advise the Technical Authority of any anomaly at the weather site or any defect or breakdown affecting the site or the instruments.
- b) **Snow removal:** The Contractor is responsible for moving snow away from the building exit doors.
- c) **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 Upper Air Monthly Station Report.
- d) **Repairs:** 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 must only perform these duties on the instruction of the Technical Authority. The Contractor must complete these duties in a timely fashion. These duties include such things as minor facility maintenance or equipment repair not identified elsewhere in the contract. Any additional compensation must be pre-approved by the Technical or Project Authority.



4.0 LOCATION OF THE WORK

- a) The work must be performed at the ECCC Whitehorse Upper Air Station located: 91780 Alaska Highway Whitehorse, YT, Y1A 5X7.
- b) The work cannot be performed remotely. The Contractor or contract resource must respond to ECCC requests within 12hrs.
- c) The Contractor is responsible for transportation to and from the site. ECCC will not reimburse any travel or lodging cost.
- d) By signing the contract, the Contractor commits that he will have staff on site to execute the work identified in the contract.

5.0 LANGUAGE OF THE WORK

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

6.0 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.

7.0 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 is responsible for loading and unloading supply trays in the AS41 as referenced in the Vaisala ARLS Site Operator User Manual. ECCC anticipates the loading/refilling duties to be performed on twenty eight (28) day cycle.

1.1.2 Loading workflow

1. Start the loading in the AS41 Control software user interface
2. Prepare the balloon
3. Fold the balloon
4. Prepare the radiosonde and unwinder
5. Finalize the loading

When the AS41 establishes a connection to the radiosonde it will move to the next empty tray. If the radiosonde is faulty, AS41 returns the tray with the faulty radiosonde and asks the operator to replace the radiosonde.

Repeat these steps for every tray that needs to be loaded. The user interface guides the operator through the loading process until all necessary trays are loaded.

When all trays are loaded the loading is finished automatically.

1.1.3 ECCC anticipates a total of six hours will be required on a twenty eight (28)-service interval cycle.

1.1.4 The Contractor must perform regular preventive maintenance on the AS41, as per the Vaisala Automated Radiosonde Observing Manual Appendix 20 – Maintenance schedule. This includes but not limited to: check and clean web camera, check tray position and load hatch lock, remove any possible balloon fragments from balloon launcher, remove any debris litter or snow from launch vessel (pg 84)

1.1.5 The Contractor must perform regular checks of the gas system: check protection of the gas regulators, check gas flow and ascent rate, check for leaks in gas supply system, check security padlocks of gas feed rack doors and security plate.

1.1.6 The Contractor must perform regular checks alerts and events (pages 114-117)

1.1.7 The Contractor must receive and properly store instruments and supplies. The Contractor may be required to pack for shipment items such as defective equipment and computer components, as and when required. ECCC will provide the storage space.

1.1.8 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 the Stony Plain Service Desk at 1-877-292-0939.

1.1.9 The Contractor must use communications equipment for authorized ECCC purposes only.

1.1.10 The Contractor must perform an actual physical count of upper air expendable stock on site on the last day of each month and must ensure an adequate quantity of meteorological supplies are available at the station.



- 1.1.11 The Contractor must return to ECCC, upon termination of the contract, all equipment and unused meteorological equipment and supplies made available to the Contractor for the performance of the contracted services. The Contractor must return all equipment and supplies in good condition except for ordinary deterioration due to use and time.
- 1.1.12 The Contractor (assisted by an ECCC representative) must participate in an inventory check of all equipment, instruments and supplies both at the commencement and closure of the contract.
- 1.1.13 The Contractor must report to the ECCC Project Authority via telephone or email whenever a shipment of supplies has been received on site or when a shortage of supplies is foreseen.
- 1.1.14 The Contractor must, no later than five (5) days of the end of the month, submit a monthly Aerological Station Record that includes the following information:

- Quality Control Report - to include defective radiosonde and batteries as well as a narrative describing the overall functioning of the station for the past month.
- Station Equipment Checklist
- Stock Report - report accurate inventory of radiosondes, balloons, helium supply, and other miscellaneous items.

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

- 1.1.15 When requested, the Contractor must meet with an ECCC representative on-site.
- 1.1.16 The Contractor is not responsible for the loss of or damage to the equipment supplied by ECCC unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or staff must immediately report any defects or damage to the supplied equipment to the Technical Authority. The Contractor must immediately notify the ECCC Technical Authority as well as the Stony Plain service desk at 1-877-292-0939. if repair or replacement of the equipment is required.
- 1.1.17 The Contractor agrees that all information gathered, materials collected, and reports produced, must be the sole property of Canada. The Contractor must not publish or in any way use the said information or data, material, or reports, without the express and prior written approval of the Project Authority.
- 1.1.18 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 supply the necessary Meteorological communication equipment which includes station computers complete with modems and software. Where required, spare equipment will be supplied. The Contractor must use this equipment solely for the purpose relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
- 1.2.2 ECCC will ensure all necessary equipment and meteorological instruments including the AS41 and HOGEN inflation system needed for the operation of the observing program is available at no cost. The Contractor must ensure all equipment is kept clean and operational as well as maintain the equipment according to the applicable instrument manual and/or instructions received from the Technical Authority.



1.2.3 ECCC will provide handbooks and or manuals that provide the regulatory requirements for the AS41 Autolauncher.

1.2.4 ECCC Technical or Project Authority will make available a complete detailed listing of specific station equipment and instruments upon commencement of the term of the Contract. Listing of the meteorological equipment specific to the station:

a. Aerological Balloon Inflation Equipment – used to inflate balloons with helium for upper air soundings.

b. Helium –Helium is provided in the form of cylinders. Cylinders are shipped at no cost to the Contractor.

2. RULES OF CONDUCT

2.1 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.

2.2 The Contractor must ensure that no alcoholic beverages or illegal drugs, are brought to the station property, including cannabis products.

2.3 The Contractor and resources must not be under the influence of alcohol, illegal drugs, or cannabis or impeded by prescription medications performs the duties.

2.4 The Contractor must ensure that no other commercial business, other than that of Canada or that approved by the Project Authority, is undertaken by contract resources while on the provided premises, or when utilizing ECCC products available over the supplied communications system or using data collected as part of the weather observing contract.

2.5 The Contractor and contract resources must follow the proper communications protocol as defined by ECCC's Policy on the Use of Electronic Networks (to be provided at contract award). The Contractor must use weather station communications services only 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, ECCC will provide all contract resources with a Government of Canada network email account used to transmit the Upper Air data. ECCC will also provide all contract resources with the ECCC's Policy on the Use of Electronic Networks. Contract resources must abide by this Network Policy.

2.6 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. The Contractor is responsible for all costs associated to any misuse of computer and communications equipment. Failure to comply with Environment & Climate Change Canada policy on IT Security may constitute grounds for immediate decertification of the contract resource involved and possible termination of the contract.

2.7 The Contractor or contract resources must not involve the weather station in any local issues or other forms of current events, nor shall they represent Canada to other parties. The Contractor must direct all requests for comment from the media or other representatives of public or private groups to the Project Authority. Neither the Contractor nor its employees may make comments or opinions on behalf of ECCC on any matter.

2.8 The Contractor and contract resources must co-operate in a professional, courteous, and civil manner with the Project Authority, in order to ensure the health and safety of personnel accessing the station, the safety of the equipment and buildings and integrity of the data collection program.

2.9 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 always required to create and maintain a safe and healthy workplace that is free from harassment and discrimination.

- 2.10 The Contractor agrees that all information gathered, materials collected, and reports produced will be the sole property of Canada. The Contractor must not publish or in any way use the said information or data, material or reports without the express and prior approval in writing of the Project Authority
- 2.11 The Upper Air Station is a Federal Workplace therefore smoking is not permitted inside the buildings.
- 2.12 Failure to abide by these rules of conduct may result in the loss of qualification of any contract observer and/or the termination of the contract.

3.0 CONTRACT PERSONNEL REQUIREMENTS

3.1 Requirements

- 3.1.1 The Contractor and contract resources must hold a valid reliability status security clearance issued by ECCC for the duration of the contract.
- 3.1.2 The Contractor and contract resources must complete training provided by ECCC in accordance with the ARLS AS41 Site operation training plan.
- 3.1.3 The Contractor must provide contact information and be available 365 days a year (366 days in a leap year).
- 3.1.4 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.

3.2 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 ECCC will provide the services of a qualified ECCC Inspector to present the ARLS training autosonde balloon loading and site operator training as well as and HOGEN training on site. ECCC will assume the cost of providing the instructor for training during the initial first year of the contract.
- 3.2.4 Onsite training can be completed in 5 days.
- 3.2.5 The Contractor and contract resources must obtain a valid security reliability status prior to training. The Contractor must submit the security clearance to the Project Authority prior to the commencement of the training. This is a **mandatory** requirement.
- 3.2.6 The Contractor and contract resources must complete the Workplace Hazardous Materials Information System Regulation (WHMIS) and Transportation of Dangerous Goods (TDG) certification prior to training. The Contractor must submit the completed training certificates to the Project Authority prior to the commencement of training. This is a **mandatory** requirement.
- 3.2.7 While on the training all trainees are expected to behave in a professional manner. Tardiness or disruptive behavior will not be tolerated. Arriving at the Training Centre in an intoxicated or



impaired condition due to alcohol, drugs, prescription medication or cannabis will result in immediate removal from the course. The Contractor is solely responsible for all costs arising from this removal, including replacement of the unsuccessful trainee by another trainee.

- 3.2.8 ECCC will provide annual training requests outside the initial training 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.
- 3.2.9 Annual training of contract resources (outside the initial training) shall be conducted at a mutually agreeable time. All resources involved in the contract duties shall be certified at the specific site at which the duties occur. Certification is not transferrable between stations. ECCC will conduct annual site certification for all contract resources.
- 3.2.10 In the event that additional training is required outside of the initial site and annual site training, the Contractor is responsible for all incurred costs of the trainer, these costs include, travel, accommodations, meals, and incidentals.
- 3.2.11 ECCC is committed to increased employment opportunities for Indigenous Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ Indigenous Canadians in their programs. To assist Contractors in this regard, the cost of one tuition per year for one (1) Indigenous person, during the life of this Contract, will be waived. The Contractor is still responsible for all other costs including, but not limited to, transportation, accommodation, living allowance and wages for the resource(s) of the Contractor.

3.3 Site Certification

- 3.3.1 The site certification will consist of an initial audit of the Contractor and contract resource practical performance.
- 3.3.2 The initial site certification of Contractor and resources shall be undertaken at a mutually agreeable time. All resources involved in the contract duties must be certified at the specific site at which the duties will occur.
- 3.3.3 Certification is not transferable between stations.
- 3.3.4 ECCC will conduct annual site certification for all contract resources.
- 3.3.5 The Contractor must provide a shift schedule to the Project Authority outlining the shift schedule during the period of the Site Authorization process. The shift schedule must be received by the Project Authority at least two weeks prior to the commencement of the Site Authorization process. The shift schedule must meet ECCC's requirements and receive the Project Authority's approval. The intent is to ensure the Site Authorization process is completed in an efficient and practical manner.
- 3.3.6 The resource's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.
- 3.3.7 Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the resource.
- 3.3.8 Failure to abide by the stated rules of conduct may result in the revoking of a resource's qualification.
- 3.3.9 An on-site evaluation of the resource's work by a representative of ECCC may be conducted prior to the revoking of a resource's qualification.



- 3.3.10 While a resource's qualification is suspended or revoked, that resource is not permitted to perform any duties under the contract.
- 3.3.11 Recertification of a resource whose certification has been revoked will require an audit of performance to ensure competency in completing duties. An ECCC Inspector will administer this audit.
- 3.3.12 ECCC's Project Authority has the authority to order the de-qualification of any resource found to be lacking in ability, demonstrating negligence or unreliability, in completing the duties of the contract.

4. FACILITIES

- 4.1 ECCC will provide necessary facilities and compound for the operation of the ARLS. ECCC is responsible for providing all utilities necessary to operate the station, including heat, running water, lighting and power and these are provided at no charge to the Contractor.
- 4.2 The Contractor must ensure the facilities provided are used for the sole purpose of the ARLS weather operation program. The Contractor must not allow any storage of items not owned and supplied by Canada on the premises unless used in the performance of this contract.
- 4.3 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. The Contractor is responsible for all cost, equipment and labour required to maintain the compound and walkways.
- 4.4 The Contractor must notify the Project Authority or a specified agency when snow clearing of the station road way and/or yard area is required. ECCC is responsible for the cost of garbage removal and snow removal for the roadway and or yard.
- 4.5 The Upper Air station is a Federal Workplace, therefore, the Contractor and all contract resources must ensure that the Federal Government "No Smoking" policy is observed while using the supplied facilities. The "No Smoking" policy prohibits the use of cigarettes, cigars, electronic cigarettes (vaping) and cannabis.
- 4.6 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 Technical or Project Authority. The Contractor must report immediately any defect in the facilities, property or equipment to the Technical or Project Authority.
- 4.7 The Contractor must ensure the provided facilities are secured and locked and windows closed when not in use.
- 4.8 The Contractor is responsible for all costs associated with injury or accident arising out of the Contractor's negligence (e.g. appropriate warning signs were not correctly posted or improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).
- 4.9 The Contractor must report any issues with the operation of the equipment or facilities to the Facilities Coordinator at rainstallations-uafacilities@ec.gc.ca

5. HEALTH AND SAFETY

5.1 Contractor Responsibilities



- 5.1.1 The Contractor must adhere to all applicable regulations provided in Federal, Provincial/Territorial Codes. Where a difference between the codes exists, the more stringent shall apply.
- 5.1.2 The Contractor must comply with all regulations in Part II of the Canada Labour Code (<http://laws-lois.justice.gc.ca/eng/acts/L-2/page-2.html>) with respect to Occupational Health and Safety and Part III of the Canada Labour Code (<http://laws-lois.justice.gc.ca/eng/acts/L-2/page-3.html>) regarding hours of work and other Labour Relations Articles.
- 5.1.3 The Contractor must post in the workplace in a location accessible to all resources, Part II of the Canada Labour Code and the name and telephone number of the designated safety representative. All other printed or safety material or information must be posted.
- 5.1.4 The Contractor must ensure that all on-site resources are aware of known and foreseeable safety or health hazard in the workplace. These must include, but not limited to, hazards associated with balloon filling, the use of compressed gas and health and safety hazards.
- 5.1.5 The Contractor must provide any other protective equipment required for the safety of the resources ensuring it is available and in good repair and that all resources are aware of the correct use of the protective equipment.
- 5.1.6 The Contractor must investigate and record all known accidents or other hazardous occurrences in the workplace. If necessary, the Contractor must prepare a complete Hazardous Occurrence Investigation Report, (Labour Canada form 369) and forward copies to the Project Authority. Other copies must be filed as required.
- 5.1.7 The Contractor must comply with all oral or written directions provided by ECCC Project Authority.
- 5.1.8 Where the work is performed, the Contractor must comply with all local Standing Orders and all other regulations in force where the work is performed, relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.
- 5.1.9 Any matters affecting the health and safety of weather observing resources or other individuals working in or around the weather observing station, must be brought immediately to the attention of the local official and the Project Authority.
- 5.1.10 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.
- 5.1.11 The Contractor must supply proof of Workers' Compensation coverage for all employees in the province in which the work is to be performed.
- 5.1.12 The Contractor must 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.

5.2 Environment and Climate Change Canada (ECCC) Responsibilities

- 5.2.1 Under the Provisions of Part II of the Canada Labour Code (CLC), ECCC or its agents will ensure that all facilities, machinery, instruments, and protective devices, meet the standards set out in the Canada Labour Code Regulations. These include buildings, steps and walkways, guardrails, and entries to and exits from the workplace. ECCC will also ensure that ventilation, lighting, and noise levels comply with CLC regulations.



- 5.2.2 ECCC will ensure that electrical distribution systems and instrument installations meet the Canada Labour Code regulations and/or Provincial Electrical Code Standards.
- 5.2.3 ECCC will provide CO2 fire extinguishers and first aid kits.
- 5.2.4 ECCC will provide information on current SDS (Material Safety Data Sheets) for all known WHMIS controlled products on site prior to the commencement of the contract.
- 5.2.5 ECCC will provide information to the Contractor regarding known or foreseeable workplace hazards such as those associated with balloon filling and compressed gases.

5.3 Occupational Health and Safety and Emergency Response Plans

- 5.3.1 The Contractor must provide, within thirty (30) days of the start of the contract: Site specific Occupational Health and Safety (OHS) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.
- 5.3.2 The Contractor's OHS plan must include a working alone section. This section of the Contractor's OHS plan must include a mechanism to ensure the health and safety of the resources while they are working alone at the weather station. Any and all logistics and costs associated with the working alone plan will be the sole responsibility of the Contractor.
- 5.3.3 The Emergency Response Plan must provide procedures to be followed by all staff in cases where extraordinary events, such as power failures, severe weather, natural disasters or other events beyond the control of the Contractor or their staff, may interfere with or prevent the duties.
- 5.3.4 The Contractor must ensure that all contract resources are aware of this plan and the procedures to be followed in such instances. This plan must be available on site for all contract resources to use as reference if required.

5.4 WHMIS and Transportation of Dangerous Goods (TDG)

- 5.4.1 The Contractor is responsible for complying with the Workplace Hazardous Material Information System (WHMIS), and all applicable Occupation Health and Safety (OHS) regulations. This must include but not be limited to: ensuring all controlled products as defined under WHMIS are identified with the correct labels and stored in the correct location; ensuring valid Safety Data Sheet (SDS) is available for each identified controlled product; training of all staff in the safe and correct handling, storage, and use of each controlled product. Proof of certification is required by the Project Authority at contract award and/or when staff changes.
- 5.4.2 **The Contractor must supply to ECCC, within thirty (30) days of the commencement of the contract, written proof of certification of all employees in Workplace Hazardous Material Information System training (WHMIS) 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 -their employees, throughout the contract term.
- 5.4.3 The Contractor must comply with the Transportation of Dangerous Goods Act - Land (TDG) legislation; and ensure that contract resources who ship and/or receive dangerous goods (such as compressed gas cylinders, batteries), are TDG trained and maintain their TDG training and certification as necessary to comply with the legislation.
- 5.4.4 The Contractor must supply to ECCC, within thirty (30) days of the commencement of the contract, written proof that all resources have completed training in the Transportation of Dangerous Goods Act (TDG). 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 their employees, through the contract term.



- 5.4.5 The Contractor must ensure that all compressed gas cylinders are properly stored, handled, labeled, and have the required documentation before shipping.
- 5.4.6 SDS sheets for all known ECCC provided hazardous chemicals on-site will be made available to the Contractor prior to contract commencement. The Contractor must ensure the station SDS sheets are kept current and new SDS sheets are ordered from the Project Authority as and when required.
- 5.4.7 If the Contractor brings hazardous chemicals to the station, the Contractor is responsible for providing up to date SDS sheets for each hazardous chemical.

6. Other

- 6.1 ECCC will provide the services of a qualified officer of Environment & Climate Change Canada to inspect the station and records from time to time, in order to assist the Contractor in achieving and maintaining acceptable standards of operation, all to the satisfaction of the Project Authority.



APPENDIX 2 TO ANNEX A HAZARDS

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

Physical Hazards

Some of the known physical hazards on station are:

- asphyxiation from 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 loading ARLS41
- skin burns caused by acids/caustics
- injury from high pressure helium cylinders (explosion and crushing injuries)
- working alone in a remote location
- opening/closing of doors
- climbing tall ladders to change light bulbs and/or calibrating sensors
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors
- cuts and/or punctures while maintaining equipment

Chemical Hazards

Some of the known chemical hazards on station are:

- fire extinguishers
- Helium Gas

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

The Contractor must ensure all contract resources have been made aware of all known hazards and have received training in safe work practices including the use of personal protective equipment to minimize these hazards. Any new or unlisted chemical hazards must be brought to the attention of the Project Authority immediately in writing.

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

The Contractor must perform an inventory of all Personal Protective Equipment that contract resources are equipped with and forward listing to the Project Authority to ensure compliance. This inventory must occur within two (2) weeks of contract award and then on the contract anniversary dates thereafter.

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



**APPENDIX 4 to ANNEX A
APPLICABLE DOCUMENTS**

Documents To Be Provided at Contract Award:

Safety and Health Manual for Atmospheric Environment Program

Vaisala Automated Radiosonde Observing Manual

The Upper Air Monthly Station Report:

- Station Stock
- Occupational Health and Safety and SDS
- Quality Control Report, Station Equipment Checklist
- Supplementary Duties



**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 Change Canada		Environment and Climate	
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 site operations at Whitehorse automated radiosonde observing system in Whitehorse YT			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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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.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Hillary Friesen		Title - Titre Supervisor of Contracts	Signature <i>Hillary Friesen</i> <small>Digitally signed by: Friesen, Hillary DN: CN = Friesen, Hillary C = CA O = GC OU = EC-EC Date: 2023.07.19 11:29:32 -05'00'</small>
Telephone No. - N° de téléphone 431-373-1194	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel hillary.friesen@ec.gc.ca	Date 19 July 2023
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Jenna Henry		Title - Titre Departmental Security Division	Signature Henry, Jenna <small>Digitally signed by Henry, Jenna Date: 2023.07.19 14:02:24 -03'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Jenna.Henry@ec.gc.ca	Date July 19, 2023
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 type="checkbox"/> No / <input type="checkbox"/> Yes Non / 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

Security Classification / Classification de sécurité
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ANNEX "D" INSURANCE REQUIREMENTS

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