RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada

Electronic Copy - Copier électronique: soumissionsbids@ec.gc.ca

BID SOLICITATION DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT CANADA

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.

SOUMISSION À: ENVIRONNEMENT CANADA

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).

Title - Titre

Weather Observation Services at Stony Plain, AB

EC Bid Solicitation No. /SAP No. – N^{0} de la demande de soumissions EC / N^{0} SAP

5000070510R

Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)

2023-06-01

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

at – à 3:00 PM on – le 2023-06-26 Time Zone – Fuseau horaire

MDT

F.O.B - F.A.B

Address Enquiries to - Adresser toutes questions à Heidi Noble

heidi.noble@ec.gc.ca

Telephone No. - Nº de téléphone

Fax No. – No de Fax

Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)

2024-03-31

Destination - of Services / Destination des services

Stony Plain, AB

Security / Sécurité

There is a security requirement associated with this requirement.

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. – N° de téléphone

Fax No. – N° de Fax

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)

Signature

Date

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TITLE: Weather Observation Services at Stony Plain, AB

This bid solicitation cancels and supersedes previous bid solicitation number 5000070510 dated April 19, 2023 with a closing of May 19, 2023 at 3:00 pm MDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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: includes the certifications to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Mandatory Technical Criteria and Point Rated Technical Criteria, and the Education and Work Experience Template.

The Appendices include the Additional Requirements of the Work Under the Resulting Contract, the Penalties for Non Performance – Upper Air, the Hazards, the Applicable Documents, and the Aerological Certification Policy.

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

1.2 Summary

- 1.2.1 Environment and Climate Change Canada has a requirement for weather observation services at its Stony Plain, AB Upper Air Station as detailed in Annex A, Statement of Work.
 - The period of the contract will be from date of contract award to March 31, 2024 with one (1) additional one (1) year option period.
- 1.2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security Requirements, and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (Security screening for government contracts Security requirements for contracting with the Government of Canada Canada.ca (tpsgc-pwgsc.gc.ca)) 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 3 of Part 2 of the bid solicitation.
- 1.2.5 The requirement is subject to the Canadian Free Trade Agreement (CFTA).

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 PWGSC Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

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

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety **Insert:** "Deleted"

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

Delete: In its entirety

Insert: "send its bid only to Environment Canada (EC) 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 Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 08 Transmission by Facsimile or by epost Connect:

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 PWGSC SACC Manual Clauses

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

2.3 Submission of Bids

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

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation*

Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.5 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 the province of Alberta.

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:

2.7.1 the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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 (one (1) electronic copy)

Section II: Financial Bid (one (1) electronic copy)

Section III: Certifications (one (1) electronic copy)

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Heidi Noble

Solicitation Number: 5000070510R

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

4. Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:

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

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the province of Alberta;
- (ii) travel between the successful bidder's place of business and the province of Alberta; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

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

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

A minimum score of 42 points must be obtained for the proposal to be considered responsive.

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

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The price of the bid including option period(s) will be evaluated in Canadian dollars, the Applicable Taxes excluded, Option periods, Canadian customs and excise taxes included.

4.2 Basis of Selection

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

- 1. To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical criteria;

and

- (c) obtain the required minimum score of 42 points for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00 (55).

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

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

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

1. Technical Evaluation Criteria

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent Contractors to whom the Bidder would subcontract a portion of the Work

For bid evaluation criteria where the experience of proposed resources is provided, Bidders are advised that the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience. For example: Project 1 time frame is July 2001 to December 2001; Project 2 times frame is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months.

It is the Bidder's responsibility to ensure that a sufficient level of information is included in the bidl to allow the evaluation team to make an accurate assessment of the bid.

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

1.1 MANDATORY TECHNICAL CRITERIA:

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

- 1. Bidders **must** show compliance by addressing each of the Mandatory Technical Criteria in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
- 2. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidder's 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 RFP document.
- 4. Failure to meet each mandatory requirement will result in the bid being deemed non-responsive, and be given no further consideration.

COMPLIANCE MATRIX - MANDATORY REQUIREMENTS (CRITERIA)

Number	Mandatory Technical (MT) Criteria	Performance Specification Met? Bidder must indicate either Yes/No	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M1	The Bidder must propose a minimum of two (2) support resources, herein referred to as the Proposed Resources. In order to demonstrate this, the Bidder must provide the name of each Proposed Resource.		
M2	The Bidder's Proposed Resources must have a Secondary School Diploma or equivalent (General Education Development (GED)) or higher level of education. In order to demonstrate this, the Bidder must complete the Education and Work Experience Template found at Attachment 2 to Part 4 for each Proposed Resource which includes the following information: - Highest level of education completed - Name of school or location - Year the secondary school diploma or equivalent or higher level of education was obtained. Environment and Climate Change Canada reserves the right to request proof of education prior to contract award.		
M3	The Bidder's Proposed Resources must have experience using Microsoft Windows Operating System, including a minimum of two Microsoft programs in the last five (5) years as of date of bid closing. 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: - Example of working knowledge of computers and Windows operating system - Experience using Microsoft Windows Operating System - Experience using Microsoft Programs		

M4	The Bidder must provide a detailed work history for each Proposed Resource. 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 (in addition to M3): - 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 date - End date - Total number of years - Name and contact information of a reference	
M5	The Bidder must provide a resume for each Proposed Resource that supports the information provide for M2 – M4.	

1.2 POINT RATED TECHNICAL EVALUATION CRITERIA:

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

	POINT-RATED EVALUATION CRITERIA	Points	Score	Substantiation/ Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents
P	Plan for the Execution of the Observations program: The Bidder should provide a detailed plan describing how it plans to perform tasks in support of the Aerological Program and Data Collection requirements. a. The Bidder's plan should include a detailed description of the tasks to be performed on station with an emphasis on standard operating flight procedures. Bidders will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded. Sequence of launch times for daily observations with an emphasis on performance standards on timeliness and accuracy. – 5 points Criteria for delayed releases with an emphasis on performance standards on timeliness and accuracy. – 5 points Criteria for second releases with an emphasis on performance standards on timeliness and accuracy. – 5 points	Maximum Points: 15 points		
P	The Bidder should describe their internal quality control process to evaluate the overall service and the performance of its resources. Bidders will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded. Scheduling – 5points Quality control – 5 points Communication – 5 points	Maximum Points : 15 points		

	Experience of Bidder:			
Р3	The Bidder should demonstrate in its bid that it has experience providing meteorological services. The Bidder should provide the following information: Name of organization/client; Title of project/contract; Description of the work; Start and end dates YYYY/MM; Geographic location; and Name and contact information (e-mail, telephone number) of a reference who may be contacted to verify the information provided. Points will be allocated as follows: One (1) point for each year of experience for which the above information is fully provided, up to a maximum of five (5) points. Projects with a duration of less than one (1) year will not be accepted.	Maximum Points: 5 points		
P4	As it pertains to the items listed in (a) to (d) below, bidders should demonstrate at what capacity its proposed resources have operated any meteorological equipment (including but not limited to monitoring, maintenance and calibration), the types of measurements made, equipment used and/or maintained, time period and who the measurements were made for. As it pertains to the item listed in (e) below, bidders should provide copies of certifications. Bidders will receive full points for each of the following items that are included, and described, in the Bidder's plan. a. Participating in meteorological weather observations 1 point for each year to a maximum of 5points b. Operation of air quality instrumentation; list types 1 point for each year to a maximum of 5points c. Operation and maintenance of meteorological instrumentation 1 point for each year to a maximum of 5points d. Maintaining a meteorological or air quality facility 1 point for each year to a maximum of 5points e. Certifications in: WHMIS, Transportation of Dangerous Goods and/or any Meteorological training (upper air, climate, surface, radar) 1 point per certification up to a maximum of 5 points.	Maximum Points: 25 points		

TOTAL MINIMUM POINTS ACCEPTABLE	42	
TOTAL MAXIMUM POINTS AVAILABLE	60	
TOTAL POINTS ACHIEVED		

ATTACHMENT 2 TO PART 4

EDUCATION AND WORK EXPERIENCE TEMPLATE

The Bidder should complete a new table for each proposed resource

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

	EDUCATION AND W	ORK EXPERIENCE TEMPLATE
Name of the Propo	sed 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 Ce	rtification:	
	EX	PERIENCE #1
Name of the organ	ization the work was performed for;	
Title of the Project/w	ork or contract name;	
	work provided, including role and he 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	
EX	PERIENCE #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 Precedent to Contract Award and Additional Information

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.

5.1.1 Integrity Provisions - Associated Information

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 <u>Forms for the Integrity Regime</u> website, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2. Additional Certifications Required Precedent to Contract Award

5.2.1 Status and Availability of Resources

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

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

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

5.2.2 Education and Experience

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

PART 6 - 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 security screening as indicated in Part 7 Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7
 Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT

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

Title: Weather Observation Services at Stony Plain, AB

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 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

2010B (2022-12-01) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety **Insert:** "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety. **Insert:** "Deleted"

Insert Subsection: "36 Liability"

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

For professional services requirements where the deliverables are copyrightable works: Canada to own Intellectual Property rights in Copyright At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:

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

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of

the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party; "Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract:

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

7.3 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)).

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

7.4 Security Requirement

- **7.4.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.
 - 7.4.1.1 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).
 - 7.4.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by ECCC.
 - 7.4.1.3 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information.
 - 7.4.1.4 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).

7.5 Term of Contract

7.5.1 Period of the Contract

The Work is to be performed during the period of contract award to March 31, 2024.

7.5.2 Option to Extend the Contract

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

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

7.6 Authorities

Title:

7.6.1 Contracting Authority (to be provided at contract award)

The Contracting Authority for the Contract is	3:
Name:	

Organization: _____ Address: _____ Telephone: ___-__-E-mail address: ______

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

7.6.2 Technical Authority and Project Authority (to be provided at contract award)

The Technical Authority and Project Authority for the Contract is:

<u>Technical Authoirity:</u> Name:
Title:
Organization <i>:</i>
Address:
Address: Telephone:
E-mail address:
Project Authoirity: Name: Title: Organization: Address: Telephone: E-mail address:
The Technical Authority/Project

The Technical Authority/Project Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical/project content of the Work under the Contract. Technical/project matters may be discussed with the Technical Authority/Project Authority, however the Technical Authority/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.

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

Name:			
Title <i>:</i>	_		
Organization:			_
Address:		_	
Telephone:			
F-mail address:			

7.7 Proactive Disclosure of Contracts with Former Public Servants

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

7.8 Payment

7.8.1 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). Customs duties are included Applicable Taxes are extra.

7.8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ (insert the amount at contract award). 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.

7.8,3 Time Verification

C0711C (2008-05-12) Time Verification

7.9 Invoicing Instructions

7.9.1 Payment

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be rendered in accordance with the Basis of Payment and Appendix 2 to Annex A.

7.9.2 Monthly 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.

7.10 Certifications

7.10.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions Professional Services (Medium Complexity) (2022-12-01) as modified:
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) the Contractor's bid dated ______, (insert date of bid if the bid was clarified or amended, insert at the time of contract award, as clarified on **or** as amended on and insert date(s) of clarification(s) or amendment(s)).

7.13 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.

7.14 PWGSC SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

7.15 Termination by Canada

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

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

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

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

7.16 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 "Dispute Resolution".

ANNEX A

STATEMENT OF WORK

1, TITLE Weather Observation Services at Stony Plain, AB

2. SUMMARY

Environment and Climate Change Canada (ECCC) operates thirty (30) aerological observing stations throughout Canada. These stations complete soundings of the upper atmosphere twice daily for each day of the year. The observations are taken by releasing a gas-filled balloon with an attached instrument which is tracked via one of a variety of electronic navigational methods. This attached instrument transmits meteorological data relating to temperature, humidity, and the height of standard atmospheric pressure levels. In addition, tracking of the balloon allows for computation of winds and wind shear at upper levels of the atmosphere.

Data is collected and processed automatically by sounding equipment and transmitted to the Canadian Meteorological Centre for inclusion in atmospheric models which are used to produce a number of weather forecasts. In addition, the data is shared internationally for use in many global weather monitoring and forecasting programs.

3. APPLICABLE DOCUMENTS

Manual of Upper Air Observations (MANUPP):

For a more detailed listing of applicable documents, refer to Appendix 4 to Annex A of the Statement of Work.

4. SCOPE

ECCC requires the services of a Contractor to prepare the instruments and release the balloons twice each Saturday, Sunday and all statutory holidays (New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labour Day, Day for Truth and Reconciliation, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day). The work will involve monitoring the data and messages produced, and to ensure the prompt transmittal of the data. Additional aerological observations may be required for up to twenty-five (25) additional releases at any time throughout the year but the additional releases is not a guarantee.

The Contractor will conduct the scheduling of personnel for observing, recording, encoding and transmitting Aerological at the times specified below as required to comply with the instructions contained in the "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP) and various other manuals required for the Safety and Health for Meteorological Services of Canada Operations and Supplementary observations.

The Contractor is to perform Aerological and Supplementary observations at Stony Plain Weather Station, as described in Section 4, Annex A, and Appendices 1 through 5.

4.1 AEROLOGICAL OBSERVATIONS

- i) The Contractor must conduct the Aerological-observing program by performing two (2) aerological observations per day, one in the morning and one in the evening every Saturday, Sunday and statutory holiday of the year. The work entails testing and preparation of monitoring equipment and instruments, filling balloons with hydrogen lifting gas and releasing of instrument equipped balloons at the specified times below.
- ii) The morning period is (10:30 13:30 UTC) and the evening period (22:30 01:30 UTC), for every day of the contract. An aerological observation can be completed as detailed below in three (3) hours and contractor is expected to monitor the observation until complete.
- iii) Schedule for aerological observation:

MORNING				
DESCRIPTION	UNIVERSAL COORDINATED TIME (UTC)			
Prepare balloon, radiosonde and sounding system	10:30			
Balloon release and start the survey	11:15			
Completion of survey	13:15			
Finish survey – Manually terminate survey	13:30			

EVENING				
DESCRIPTION	UNIVERSAL COORDINATED TIME (UTC)			
Prepare balloon, radiosonde and sounding system	22:30			
Balloon release and start the survey	23:15			
Completion of survey	01:15			
Finish survey – Manually terminate survey	01:30			

- iv) A second release may be required due to equipment malfunction, early balloon burst or should the balloon not reach 400 hPa (approximately 8,000 meters or twenty-five (25) minutes after release) or as prescribed by ECCC. A second release can be made up to and including 13:45 UTC 01:45 UTC. There is neither additional time nor additional monies for these subsequent releases. A second release may be expected approximately five (5) percent of the time.
- v) Releases must not be attempted in advance of 11:15UTC for the morning observation period or in advance of 23:15 UTC for the evening observation period. If a release is made prior to these specified times penalties for non-performance may apply. See Appendix 2 to Annex A. A delayed release due to radiosonde or balloon rejection during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of forty (45) minutes prior to the scheduled aerological release allowing sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, penalties for non-performance may apply. See Appendix 2 to Annex A.
- vi) The Contractor may be required to perform additional Aerological and Supplementary Observations. It is estimated that there may be a requirement for twenty-five (25) additional Aerological Observations during each year of the contract. This is an estimate only and is not a guarantee of either the minimum or maximum that may be required.

4.1.1 DETAILS OF DATA COLLECTION

A. <u>Balloon Filling</u>: Balloon filling requires the careful laying out of the aerological balloon on an inflation table and inspecting it for visible signs of damage such as holes or flaws. If the balloon passes preliminary inspection, it is attached to the inflation equipment and slowly and carefully filled. The balloon must also be inspected for leaks or flaws during and after inflation. When the balloon is filled with sufficient gas to lift an attached weight, the neck is securely tied so as to ensure no gas leakage. Immediately prior to release the balloon is again checked for leaks and tested to ensure that it has maintained the required amount of lift.

- B. **Ground Equipment:** Ground monitoring, receiving, and processing equipment must be operated in accordance with the user manuals or written instructions provided by the ECCC. These instructions are subject to change at the discretion of ECCC. The equipment is automated to the extent that only minimal user interaction is necessary.
- C. <u>Instrument Preparation:</u> The radiosonde instrument must be unpacked and inspected for damage or other deficiencies or problems prior to connecting to initializing. Once activated, the radiosonde instrument is ready to attach to inflated balloon.
- D. <u>Release</u>: Prior to the scheduled time of release, the instrument must be attached to the balloon and the balloon and instrument released. Every effort MUST be made to release the instrument package at the standard hour of observation minus forty-five (45) minutes (preparation time). For morning flights this must be at 11:15UTC; and for afternoon flights, release must be at 23:15UTC. Once released, the observer must return indoors and monitor the ascent data. The surface pressure, temperature, humidity and release times are confirmed, and any necessary adjustments are made via the monitoring equipment and computer.
- E. <u>Delayed release</u>: A delayed release due to radiosonde or balloon malfunction during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of forty-five (45) minutes prior to the scheduled aerological release. This will allow sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, penalties for non-performance may apply. See Appendix 2 to Annex A.
- F. <u>During the Ascent</u>: During the ascent, the Contractor must monitor the system for instrument malfunctions or for an early balloon burst. This requires periodic monitoring of the various outputs from the ground equipment including the incoming data. The ground equipment prepares and transmits messages containing data from the balloon ascent. The observer must ensure that successful transmission of these messages occurs at the appropriate times.
- G. <u>Post- Flight</u>: Following the termination of the ascent, the observer must ensure that all data is processed and that the transmission of all data is complete. The data must be backed up on the station. Information such as radiosonde serial number, height achieved, temperature and wind speed must be entered on a spreadsheet to aid in the preparation of month end summaries and reports. Upon completion of these tasks, all ground equipment must be shut down.
- H. <u>Second or Additional Releases</u>: A second release may be required due to equipment malfunction or early balloon burst should the balloon not reach an acceptable height of 8,000 meters (400 hPa or 25 minutes after release) or as prescribed by ECCC. A second release can be made up to and including 1:45 (UTC). There is neither additional time nor additional monies paid by ECCC for these subsequent releases. All expendable components (radiosondes, balloons, and gas) are the responsibility of ECCC. A second release is normally required only 1 or 2 times per month.
- I. <u>Aerological Message Transmission</u>: If the aerological messages are transmitted late, the aerological sounding will be considered "DELAYED". If the messages are not transmitted within one (1) hour of the

required transmission times, the sounding will be considered "MISSING". Factors contributing to DELAYED or MISSING observations must be clearly detailed and submitted to the Project Authority by email within thirty (30) minutes of the occurrence.

J. <u>Penalties for non-performance:</u> apply for delayed or missing observations resulting from the contract resources failing to attend the work site for any reason other than the occurrence of specific conditions. Please refer **to Appendix 2 to Annex A** for the list of conditions.

4.2 SUPPLEMENTARY PROGRAMS:

The Contractor is responsible for the following supplementary programs. These observations are to be performed in accordance with ECCC standards manuals. Unless otherwise noted, these programs can be completed during the aerological ascent and will not cause the Contractor to incur additional hours unless specifically noted.

- a) Climatological Observations: During each aerological observation after 1200 UTC 0000 UTC, the Contractor is responsible for recording the maximum and minimum temperature values. The values obtained are maintained on the Climatological Station Register form and registered online. The temperature readings are done at specified times in accordance with the Manual of Climatological Observations.
- b) Brewer Spectrophotometer: During each aerological observation and prior to 1200 UTC and 0000 UTC the Contractor is responsible for the maintenance of the Brewer Spectrophotometer by ensuring that all data is being transmitted and records are mailed as well as computer checks, dome & window cleaning, moisture check
 All personnel who will work on the Brewer will be given up to eight hours of training on site.

5. LOCATION OF THE WORK

The Work must be performed at the ECCC Stony Plain Weather Station and cannot be performed remotely. The site is location at 1417 Highway 16A, Stony Plain, AB T0E 2C0.

6. LANGUAGE OF THE WORK

The Work and all deliverables must be presented in English or French.

APPENDIX 1 TO ANNEX A

ADDITIONAL REQUIREMENTS OF THE WORK

UNDER THE RESULTING CONTRACT

1. OPERATIONS

1.1 Contractor Responsibilities

- 1.1.1 The Contractor must provide a telephone number and email that is monitored by the Contractor during the times when the station is not attended.
- 1.1.2 The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with hydrogen gas according to the established safe work practices and procedures.
- 1.1.3 The Contractor must release the radiosonde and balloon assembly and monitor the sounding equipment to ensure the successful transfer of data from the radiosonde to the computer equipment.
- 1.1.4 The Contractor must monitor the computer equipment software to ensure the data bulletins are successfully transmitted and successfully received by the Meteorological Service of Canada's telecommunications network.
- 1.1.5 The Contractor must ensure all equipment is kept clean and operational and not subject to neglect or abuse as well as maintaining the equipment according to the applicable instrument manual and/or instructions received from the ECCC Stony Plain Station Manager, herein referred to as the local Station Manager.
- 1.1.6 The Contractor must follow the proper communications protocol as provided by ECCC. The communications equipment will be used for authorized ECCC purposes only. In the event of communications equipment failure, the Contractor must use an approved alternate method of data transmittal. The Contractor must report any malfunction of the communications equipment immediately to the local Station Manager or designated representative.
- 1.1.7 The Contractor must report any issues with the operation of the equipment or facilities to the local Station Manager or designate identified by ECCC as soon as they are noted.
- 1.1.8 The Contractor must not attempt any maintenance or repairs on meteorological sensors or other station equipment unless fully trained to do so.
- 1.1.9 The weather station facilities must not be used for living or sleeping quarters nor temporary or permanent storage of personal property. The facilities must solely be used for the duties required by the Contract. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 1.1.10 The Contractor is responsible for the logistics of getting contract resources to and from the weather observing station and the associated costs are the sole responsibility of the Contractor and/or contract resources.
- 1.1.11 The Contractor must ensure the weather observing station and associated facilities are operated and maintained in an environmentally responsible manner.
- 1.1.12 When requested, the Contractor or contract resources must meet with an ECCC representative on-site.

1.1.13 The Contractor is responsible for all costs associated with injury or accident arising out of the Contractor's negligence (e.g. appropriate warning signs were not correctly posted or improperly using equipment and safety gear when maintaining, repairing or cleaning facilities).

- 1.1.14 The Contractor will not be responsible for the loss of or damage to the equipment supplied by ECCC unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract resources. The Contractor or contract resources must immediately report any defects or damage to the supplied equipment to the local Station Manager. The Contractor must immediately notify the Station Manager if repair or replacement of the equipment is required.
- 1.1.15 The Contractor will immediately report any equipment breakdown or operational problem to the Stony Plain Station Manager at gps-stony-spm@ec.gc.ca as well as the Eureka Weather Station by telephone at 613-945-3145 ext 4461. The Contractor must not hesitate to contact them in case of doubt.

1.2 Environment and Climate Change Canada (ECCC) Responsibilities

- 1.2.1 ECCC will make available to the Contractor, without charge, all facilities, meteorological equipment and meteorological supplies required at the station for the completion by the Contractor of the aerological observing duties and supplementary tasks.
- 1.2.2 ECCC will ensure all protective equipment / and personal protective clothing required for the work and the safety of contract resources is available on site and in good condition.
- 1.2.3 ECCC is responsible for the provision and payment of a standard telephone service to the weather station. Long distance charges incurred for the transmission of weather information, reporting instrument defects or failures, or for matters relating to the ongoing operations of the weather observing contract will be paid for by ECCC. All unauthorized telephone charges will be at the expense of the Contractor.
- 1.2.4 ECCC will supply the necessary Meteorological communication equipment which includes station computers complete with modems and software. The Contractor must use this equipment solely for the purpose of collecting, transmitting or archiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
- 1.2.5 ECCC will ensure all necessary equipment and meteorological instruments needed for the operation of observing program is available to the Contractor at no cost. ECCC is responsible for the inspection and acceptance of all aspects of the weather observing program and operations. ECCC is also responsible for ensuring the timeliness of reporting, accuracy of data and adherence to procedures and standards are being met.
- 1.2.6 ECCC has the authority to recommend and implement changes to the upper air program and to order the de-certification of any contract resource found to be lacking in the ability, or demonstrating negligence or unreliability, in completing the duties of a contract weather observer.
- 1.2.7 ECCC may issue Government Contractor ID cards to all contract resources performing observer duties on site. The ID cards must be in the possession of contract resources at all times while on site and must produced upon the request of other government officers.

1.2.8 Government Contractor ID cards must be returned to the local Station Manager or Project Authority immediately upon termination of the Contract or upon a contract resource's site authorization being revoked.

2. CONTRACTOR RULES OF CONDUCT AT THE WEATHER STATION

- 2.1 The Contractor must ensure, while on duty, the performance of observational duties and supplementary tasks is the first priority of all the contract resources.
- 2.2 The Contractor must ensure that no other commercial business is performed by contract resources at any time while on the provided premises, or when utilizing ECCC products available over the supplied communications system or using data collected as part of the weather observing contract.
- 2.3 The Contractor must ensure that no alcoholic beverages or illegal drugs or cannabis are brought onto the station property.
- 2.4 The Contractor must ensure that no contract resource is under the influence of alcohol, cannabis or illegal drugs while performing the duties of an observer. Contract resources impaired or impeded by prescription drugs must not take weather observations.
- 2.5 Misuse of ECCC computing and communications equipment, including downloading of files from media such as the Internet (unless specifically related to the observing program), installing additional software (games, videos, etc.) is strictly prohibited. ECCC Corporate Services and Finance Branch will determine the consequence of failure to comply with this policy and may constitute grounds for immediate de-qualification of the contract resources involved and possible termination of the Contract for Cause. All costs associated to any misuse will be the Contractor's responsibility.
- 2.6 The Contractor or contract resources must not involve the weather station in any local issues or other forms of current events. Requests for comment from the media or other representatives of public or private groups must be directed to the local Station Manager and Project Authority. The Contractor or contract resources must not provide comment or opinion on any issue on behalf of ECCC.
- 2.7 The Contractor, or contract resources, must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products. Aerological observations may be altered or changed only on the direction of an identified representative of ECCC as specified in the Manual of Surface Weather Observations.
- 2.8 The Contractor and contract resources must co-operate in a professional, courteous and civil manner with the local Station Manager and Project Authority. As well as with Government of Canada employees and members of the general public, in order to ensure the health and safety of personnel accessing the station, the safety of the equipment and buildings and integrity of the data collection program.
- 2.9 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 required at all times to create and maintain a safe and healthy workplace that is free from harassment and discrimination.

3. CONTRACT PERSONNEL REQUIREMENTS

3.1 Requirements

3.1.1 The Contractor must provide a **minimum of two (2)** contract resources capable of being trained and site authorized as Upper Air Observers for the duration of the Contract. This will allow for operations to continue 365 days a year. This is a **mandatory** requirement.

- 3.1.2 The required level of education for contract resources is a secondary school diploma or equivalent (GED); a working knowledge of personal computers and the Windows operating system is also mandatory.
- 3.1.3 The Contractor must ensure all aerological observations are recorded, coded and transmitted by contract resources trained and/or certified by ECCC.
- 3.1.4 The Contractor must ensure all aerological work is performed by contract resources that are qualified by ECCC.
- 3.1.5 The Contractor must notify the Project Authority of any proposed contract resource changes a minimum **sixty (60) days** in advance of the proposed personnel change. The proposed change is subject to approval by the Project Authority.
- 3.1.6 The Contractor must provide a letter signed by each contract resource indicating his or her willingness to work for the Contractor and undergo the necessary training and security clearance.
- 3.1.7 Contract resources must undergo Departmental Personnel Security Screening and obtain Approved Reliability Status prior to the commencement of the work. Note this process may take up to 180 days.
- 3.1.8 ECCC may refuse any proposed contract resource that the local ECCC Stony Plain Station Manager and Project Authority deems not to have acceptable qualifications to perform the work required. This will include any individual deemed unreliable or negligent in the duties and responsibilities of the contract resource.
- 3.1.9 The Contractor must take all necessary action to ensure that the principles outlined in Provincial, Territorial, and Federal Labour Codes are followed. The Contractor must ensure that Codes are met and that all persons on the weather station premises are provided a safe, healthy, and harassment-free working environment. Failure to comply with Labour Codes may result in the termination of the Contract.
- 3.1.10 The Contractor must ensure that all contract resources perform a minimum of one (1) complete aerological observation a minimum of once every sixty (60) calendar days.
- 3.1.11 At the discretion of the ECCC Technical Authority and/or Project Authority, the site authorization of a contract resource may be revoked if the resource does not perform one complete aerological observation a minimum of once every sixty (60) consecutive calendar days.
- 3.1.12 The Contractor and resources will follow the prescribed OSH plan as set out in Stony Plain Weather Station.

3.2. Observer Training

- 3.2.1 The Contractor is responsible for all expenses related to recruitment and initial, annual and additional training of contract resources.
- 3.2.2 If the contract resources have not been previously trained by ECCC, the Contractor is responsible for making arrangement for the contract resources to proceed to Stony Plain

AB to successfully complete the Aerological Observers course prior to reporting for duty at the weather station.

- 3.2.3 Training costs are the responsibility of the Contactor and for billing purposes are to be included in the all-inclusive firm hourly rates in the Basis of Payment.
- 3.2.4 The Contractor is responsible for all costs in getting contract resources identified to proceed to Stony Plain AB for aerological observing training prior to their assignment to the weather station. The Contactor is responsible for all costs for contract resource expenses including but not limited to: contract resource labour fee, travel, meals, accommodations and transportation to/from the training facility.
- 3.2.5 ECCC will provide the services of a qualified aerological Instructor to present the aerological Observing course. For the purpose of a new contracts ECCC will assume the cost of providing the Instructor for the training during the initial first year of the contract.
- 3.2.6 Subsequent to aerological Observer training provided at the onset of this Contract and not including the first year, the Contractor will be allowed one training seat per contract year on a regularly scheduled aerolgical weather observer course. Costs for the tuition will be borne by ECCC. The Contractor must be responsible for all other training allowances and rates for the contract resources
- 3.2.7 The minimum training period for new contract resources with no previous training or experience is: ten (10) working days for the Aerological program (not including weekends and holidays)
 All costs associated with the contract resources attending the training sessions, including transportation, meals, accommodations, incidentals, salaries etc for trainees is the responsibility of the Contractor.
- 3.2.8 For planning purposes tuition costs for training courses after the initial first year of the contract may be charged when applicable to the Contractor at the following rate:
 - HYDROGEN Aerological Observing \$3000 per student
- 3.2.9 Contract resources that do not successfully complete the aerological Observers training will not be permitted to perform aerological observations nor be granted a Site Authorization to do so.
- 3.2.10 While on course, all trainees are expected to behave in a professional manner. Tardiness or disruptive behavior will not be tolerated. Arriving at the Training Centre in an intoxicated or impaired condition due to alcohol, drugs, prescription medication or cannabis will result in immediate removal from the course. All costs arising from this removal, including replacement of the unsuccessful trainee by another trainee, is the sole responsibility of the Contractor.
- 3.2.11 Requests for training must be submitted to ECCC in writing. The written request must be received by the Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority.
- 3.2.12 All observers must complete the Workplace Hazardous Materials Information System (WHMIS) Regulation and Transportation of Dangerous Goods (TDG) certification training. It is the Contractor's responsibility to provide training, at its cost, for all contract resources prior to attending the upper air training. A copy showing completion of training must be submitted to the Project Authority with the training request.

3.2.13 Annual training of weather observers (outside the initial training) will be conducted at a mutually agreeable time. All observers involved in the contract observation program will be certified at the specific site at which the aerological observations are taken. Certification is not transferable between stations. ECCC will conduct annual site certification for all contract resources.

3.2.14 ECCC is committed to increased employment opportunities for Indigenous Canadians (Status and non-Status Indians, Métis and Inuit). Contractors are encouraged to employ Indigenous Canadians in their programs. To assist Contractors in this regard, the cost of tuition per year for one (1) Indigenous person, during the life of this Contract, will be waived. The Contractor will still be responsible for all other costs including, but not limited to, transportation, accommodation, living allowance and wages for the resource(s) of the Contractor.

3.3 Certification of Observers

- 3.3.1 The site authorization/qualification will consist of an initial audit of the contract resource's practical performance.
- 3.3.2 The initial site certification of weather observers will be undertaken at a mutually agreeable time. All observers involved in the contract observation program must be certified at the specific site at which the aerological observations are taken.
- 3.3.3 Certification is not transferable between stations.
- 3.3.4 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 (2) 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.
- 3.3.5 The contract resource's site authorization/certification will "lapse" and be subsequently revoked if an observer does not perform a complete aerological observation a minimum of once every sixty (60) consecutive days.
- 3.3.6 The observer's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.
- 3.3.7 ECCC may revoke any observer's qualification whenever there is cause to believe the observer's performance fails to meet observing standards as prescribed in MANUPP with respect to accuracy and timeliness.
- 3.3.8 Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the observer.
- 3.3.9 Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
- 3.3.10 An on-site evaluation of the observer's work by a representative of ECCC may be conducted prior to the revoking of an observer's qualification.
- 3.3.11 While an observer's qualification is suspended or revoked, that observer is not permitted to perform aerological observations or conduct supplementary duties.

3.3.12 When the requirement for qualification of an observer results directly from the awarding of a contract, or results from the one training seat per option period of the contract, the costs associated with providing an officer of ECCC to conduct the Site Authorization will be borne by ECCC.

- 3.3.13 When the Contractor requests the qualification of an observer not directly following the awarding of a contract, the Contractor may be responsible for the cost of the qualification. Costs include the necessary transportation, accommodation, living costs and the costs of the ECCC employee's time involved to perform the qualification.
- 3.3.14 The Stony Plain Station Manager or Project Authority has the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, or demonstrating either negligence or unreliability in completing the duties of a contract weather observer. Details can be found in the ECCC Observer Qualification Policy (to be provided at contract award).

4. FACILITIES

- 4.1 ECCC will provide necessary facilities and compound for the operation of the aerological observation program. The indoor facilities will include necessary washroom facilities. All utilities necessary to operate the station, including heat, running water, lighting and power are the responsibility of ECCC and provided at no charge to the Contractor. The Contractor will follow energy efficient practices when using the provided facilities as well as all other direction provided by the Senior Building Officer at the Stony Plain Weather Station.
- 4.2 The Contractor must ensure the facilities provided are used for the sole purpose of the aerological operational program only and no additional commercial or personal business dealing will be conducted from the premises. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 4.3 The Contractor must ensure only individuals involved in taking observations as part of the contract, or otherwise involved in the cleaning and/or maintenance of the facilities, use the supplied facilities.
- 4.4 The Contractor must place garbage in garbage bins provided.
- 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.
- 4.6 The Contractor will not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Stony Plain Station Manager. The Contractor must report immediately any defect in the facilities, property or equipment to the Stony Plain Station Manager.
- 4.7 The Contractor must ensure the provided facility doors and gate are secured and locked and windows closed when not in use.
- 4.8 The Contractor must ensure that the facilities are used and maintained in a manner that respects the environment.

5. HEALTH AND SAFETY

5.1 Contractor Responsibilities

- 5.1.1 While on site all contract resources must adhere to all applicable regulations provided in Federal. Provincial Codes
- 5.1.2 The Contractor must ensure that all contract resources are aware of known and foreseeable safety or health hazard in the workplace. These must include, but not limited to, hazards associated with balloon filling, the use of compressed gas.
- 5.1.3 The Contractor must investigate and record any known accidents or other hazardous occurrences involving contract resources in the workplace. If necessary, the Contractor must prepare a complete Hazardous Occurrence Investigation Report, (Labour Canada form 369) and forward copies to the Project Authority and the ECCC Human Resources Office in the respective Region.
- 5.1.5 The Contractor must comply with all oral or written directions provided by ECCC Senior Building Officer Stony Plain and/or Project Authority.
- 5.1.6 Where the work is performed, the Contractor must comply with all Standing Orders and all other Regulations in force relating to the safety of persons on the station and the protection of property against loss or damage from any and all causes.
- 5.1.7 The Contractor must adhere to all fire and general safety regulations as specified by the ECCC Senior Building Officer and/or Project Authority.
- 5.1.8 All matters affecting the health and safety of contract resources or other individuals working in or around the weather observing station, must be brought to the immediate attention of the Stony Plain Station Manager.
- 5.1.9 A mercury spill clean-up kit will be provided by ECCC. The Contractor must report a spill and attempt a cleanup of any mercury spills immediately. A mercury spill will be considered a hazardous occurrence.
- 5.1.10 The Contractor must comply with WHMIS legislation. This must include but not be limited to: ensuring all contract resources are WHMIS trained and maintain their WHMIS certification throughout the contract to comply with the legislation.
- 5.1.11 The Contractor must ensure that all contract resources who ship and/or receive dangerous goods (such as compressed gas cylinders, batteries), have and maintain Transportation of Dangerous Goods (TDG) training and certification necessary to comply with the legislation.
- 5.1.12 The Contractor must supply to ECCC, prior to upper air training, proof of certification of all contract resources in WHMIS training. The Contractor must provide training to all new contract resources upon their employment start date. The Contractor will have to provide to ECCC a copy of the valid certification of each of its contract resources, throughout the contract term.
- 5.1.13 The Contractor must supply to ECCC proof of certification upon request for training that contract resources have completed training in the Transportation of Dangerous Goods Act. New proof must be sent in the event of any contract resource changes. The Contractor will have to provide to ECCC a copy of the valid certification of each contract resource, throughout the contract term.
- 5.1.14 The Contractor and all contract resources must strictly adhere to all fire and general safety regulations applicable at the facility. All matters affecting the health and safety of weather observing contract resources or other individuals working in or around the weather observing station must be brought immediately to the attention of the ECCC Senior Building Officer and/or Project Authority.

5.1.15 The Contractor must supply proof of Workers' Compensation coverage for all contract resources in the Province in which the work is to be performed.

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

5.3 Emergency Plans

- 5.3.1 The Contractor, in consultation with the Project Authority, must prepare and submit an Emergency Action Plan for approval detailing procedures to be followed by all contract resources in cases where extraordinary events, such as power failures, severe weather, natural disasters or other events beyond the control of the Contractor or contract resources, may interfere with or prevent the weather observation duties.
- 5.3.2 The Emergency Action Plan must address alternate methods of providing aerological observations and a contract resource call-in procedure to maintain the program. The plan

must also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.

- 5.3.3 The Contractor must ensure that all contract resources are aware of this plan and the procedures to be followed in such instances.
- 5.3.4 The Contractor must complete the Emergency Action Plan within thirty (30) days of the commencement of the contract. This action plan must be forwarded to the Project Authority within this thirty (30) day timeframe.
- 5.3.5 ECCC will provide the Contractor with a copy of the site safety building emergency plan.

6. OTHER

- 6.1 In order to assist the Contractor in achieving and maintaining acceptable standards of operation to the satisfaction of the Project authority, ECCC will provide the services of a qualified ECCC Officer to inspect the station and records on an annual basis.
- Due to issues such as human resources and automation, ECCC retains the right to terminate the contract without penalty upon sixty (60) days written notice; or, in part, (descoping) upon sixty (60) days written notice by ECCC. If the requirement is descoped, a new acceptable monthly/daily/hourly rate will be negotiated.

APPENDIX 2 TO ANNEX A

PENALTIES FOR NON PERFORMANCE- UPPER AIR

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

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

DEFINITION OF SITUATIONS:

NORMAL	Every effort must be made to perform the aerological release at 11:15 UTC (morning) and 23:15 UTC (evening).
RELEASE	Due to conditions beyond the control of the Contractor, there may be short delays in performing the release and actual release times between 11:15 and 11:29 UTC (morning) and 23:15 and 23:29 UTC (evening) will be considered "normal".
EARLY ASCENTS	If an aerological release is made prior to 11:15 UTC for the morning observation or prior to 23:15 UTC for the evening observation it will be considered "early".
	A reduction of one-half (0.5) times the aerological Observation rate may apply.
	If an aerological release is made after 11:29 UTC but before 11:45 UTC OR after 23:29 UTC but before 23:45 UTC, the release must be logged as "DELAYED" and a message must be sent on the ECCC communications system advising of the delayed ascent.
DELAYED ASCENTS	If the delay was caused by equipment malfunction or weather (as determined by the Project Authority) beyond the control of the Contractor, there will be no reduction in the payment to be made to the Contractor.
	If the delay was caused by something other than equipment malfunction or weather (as determined by the Project Authority), there will be a reduction in the payment to the Contractor of one-half (0.5) times the aerological Observation rate for each occurrence. A delayed release due to routine radiosonde or balloon rejections during preparation is not acceptable.
	If a morning aerological release is not made before 11:45 UTC, if an evening release is not made before 23:45 UTC, the release must be recorded as "MISSING". A message must be sent on the ECCC communication system advising of the missed ascent.
MICOED	Releases must not be attempted after 1345 UTC (morning) and 0145 UTC (evening).
MISSED ASCENTS	If a release was attempted but due to equipment malfunction (as determined by the Project Authority) beyond the control of the Contractor, was not completed, the Contractor will not be subject to penalties for non-performance.
	If a release was not done for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation <u>plus</u> a reduction of one (1.0) times the aerological Observation rate will be applied.

INCLEMENT WEATHER/ROAD CONDITIONS	The Contractor is not required to travel to the aerological station and conduct aerological observations in the event of the following weather or road conditions: prevailing wind speed greater than sixty (60) kilometers/hour; and either. a) prevailing visibility less than four hundred (400) meters (1/4 mile); or b) wind chill of more than 2,300 watts/square meter (approximately -50 colder or roads are closed. The Contractor will not be held liable for non-performance penalties resulting from the missed ascent due to inclement weather/road conditions; however, the Project Authority must be notified. In order to avoid penalties for non-performance, the Stony Plain Station Manager at gps-stony-spm@ec.gc.ca as well as the Eureka Weather Station by telephone at 613-945-3145 ext 4461 MUST be notifed. If the call is not made, the release will be considered to be missed and penalties for non-performance will be applied. If the weather conditions in in the above paragraph do not exist, but in the opinion of the Contractor attempting an observation will cause a significant risk to the observer's health and safety, the Contractor is not obligated to attempt an aerological observation and penalties for non-performance will not apply, however, the Stony Plain Station Manager at gps-stony-spm@ec.gc.ca as well as the Eureka Weather Station by telephone at 613-945-3145 ext 4461 must be notified. If the contract resources cannot make it to the Upper Air Station for reasons other than inclement weather, such as building maintenance issues, vehicle issues or for any other reason, then the the Stony Plain Station Manager at gps-stony-spm@ec.gc.ca as well as the Eureka Weather Station by telephone at 613-945-3145 ext 4461 must be contacted. In the case, it is considered as missed ascent, the Contractor will not be paid for
OBSERVATION QUALITY	 will be applied. If an error is made in the pre-flight setup of the aerological instrument which caused the flight data to become invalid (surface temperature, pressure, etc are incorrect) then there will be a reduction in the payment to the Contractor of one-half (0.5) times the Aerological Observation rate. A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause. A sustained number of delayed, missing, or inaccurate ascents by a contract aerological observer can result in revocation of the observer's authorization to perform aerological Observations. Penalties for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.
AEROLOGICAL MESSAGE TRANSMISSION	If any messages are transmitted late, the aerological release will be considered 'DELAYED". If any of the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered "MISSING". The observer MUST check to ensure that all messages are transmitted as required.

Penalties will not apply in the event of DELAYED or MISSING aerological messages caused by equipment malfunction, weather conditions (as outlined in this document), early balloon burst, multiple releases and/or total communication system failure.
In the case messages are considered DELAYED or MISSING; penalties will apply accordingly.

APPENDIX 3 TO ANNEX A

HAZARDS

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

1. 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 releasing balloons
- skin burns from acids/caustics
- injury from high pressure helium cylinders (explosion and crushing injuries)
- working alone in a remote location
- opening/closing of the inflation building main overhead door
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors
- cuts and/or punctures while maintaining equipment

2. Chemical Hazards

Some of the known chemical hazards on station are:

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

8. Material Safety Data Sheets (MSDS)

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

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

APPENDIX 4 TO ANNEX A

APPLICABLE DOCUMENTS

Documents Referenced in the Statement of Work:

Manual of Upper Air Observations (MANUPP): Refer to MANUPP 4th Edition (E) (attachment)

Manual of Surface Weather Observations (MANOBS):
Manual of Surface Weather Observation Standards (MANOBS) 8th Edition, Amendment 2 - Canada.ca

Documents To Be Provided at Contract Award:

Safety and Health Manual for Atmospheric Environment Program

Aerological Observer's Course Training Manual Module 2.7

ECCC PNR Observer Qualification Policy

Occupational Health & Safety Report

Quality Control Report, Station Equipment Checklist

ECCC's Policy on the Use of Electronic Networks

APPENDIX 5 TO ANNEX A

AEROLOGICAL CERTIFICATION POLICY

1.1 Policy

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

1.2 Reason for the policy

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

1.3 Certification:

To qualify for aerological observation certification, candidates must:

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

1.4 Operational Requirements

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

1.5 Conditions for Non-Certification/Revocation

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

1.6 Written notice

1.6.1 The Project Authority or the Project Authority's authorized representative will give the observer written notice, including the date, site and reason for non-certification/revocation. A copy of this notice will be sent to:

- The Contractor
- The Contracting Authority

1.6.2 If an aerological observation certificate is revoked, the observer may no longer conduct aerological surveys. If the notice is ignored, the Contract will result in immediate termination of the Contract.

1.7 Re-Certification Procedures

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

ANNEX B

BASIS OF PAYMENT

The Bidder's prices must be submitted based on the hours of work 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 hourly rates. FOB destination, Canadian customs duties and excise taxes included.

Table 1.1 – Initial Contract Period: (Contract award – March 31, 2024)

Item	Description	Unit Of Issue	Firm Unit Price (B)	Total Estimated Cost (A)*(B)	
	Schedule 1 - Firm All Inclusive Prices - The work performed in accordance with the Statem				firm all-inclusive
1.	Observations Saturday 00z and 12z Sunday 00z and 12z Stat holidays 00z and 12z Total 216 observations as per the statement of work (3hrs/observation)	216	each	\$ _	\$
The Co	Schedule 2 - Additional "As and When Requintractor will be paid the following firm hourly rate unce with the Statement of Work at Annex A.			pursuant to th	is Contract, in
1.	Hourly labour rate	25	hours	\$	\$
2.	Observations Additional observations as and requested 25 observations (3 hrs/observation)	25 each \$			\$
	Т	otal Price In	nitial Con	tract Period:	\$

Table 1.2 - Option Period One: (April 1, 2024 - March 31, 2025)

Item	Description	Estimate d Quantity (A)	Unit Of Issue	Firm Unit Price (B)	Total Estimated Cost (A)*(B)				
	Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following fir rates for work performed in accordance with the Statement of Work at Annex A.								
1.	Observations Saturday 00z and 12z Sunday 00z and 12z Stat holidays 00z and 12z Total 230 observations (3hrs/observation)	230	each	\$ _	\$				
The Co	Schedule 2 - Additional "As and When Requestractor will be paid the following firm hourly rate ance with the Statement of Work at Annex A.			pursuant to th	is Contract, in				
1.	Hourly Labour rate	25	hours	\$	\$				
2.	Observations Additional observations as and when requested 25 observations (3 hrs/observation)	25	each	\$	\$				
	Т	otal Price fo	or Option	Period One:	\$				

Table 1.3 – Financial Evaluation Summary:

Financial Evaluation Summary:							
Total Price Initial Contract Period (Table 1.1)	\$						
Total Price for Option Period One (Table 1.2)	\$						
Total Evaluated Price	\$						
Applicable Taxes	\$						
Total Including Applicable Taxes	\$						

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Government of Canada	Gouvernement du Canada		Contr	act Number / Numero du contr	at
	00 00 000		Security Cl	assification / Classification de	sécurité
PART A - CONTRACT INFORM 1. Originating Government Depa	ISTE DE VÉRIFIC ATION / PARTIE A - rtment or Organizatio	n/	S RELATIVES À LA SE		ale ou Direction
Ministère ou organisme gouve 3. a) Subcontract Number / Num			MSC	terates (None et adesses du ca	
3. a) Subcontract Number / Num	ero du contrat de sou	is-traitance 3. b) Nan	ne and Address of Subcor	ntractor / Nom et adresse du so	ous-traitant
Brief Description of Work / Bre Provide aerological weather of	-				
5. a) Will the supplier require acc Le fournisseur aura-t-il acco	ess to Controlled Go ès à des marchandise	ods? es contrôlées?			X No Yes
b) Will the supplier require acc Regulations? Le fournisseur aura-t-il acc				echnical Data Control	X No Yes Non Oui
sur le contrôle des données	s techniques?	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
(Specify the level of access	ployees require acces employés auront-ils using the chart in Qu	ss to PROTECTED and/or Cl accès à des renseignements	s ou à des biens PROTÉG	assets? ÉS et/ou CLASSIFIÉS?	X No Yes Non Dogi
6. b) Will the supplier and its em PROTECTED and/or CLAS Le fournisseur et ses emplo à des renseignements ou à	ployees (e.g. cleaner SIFIED information o yés (p. ex. nettoyeur des biens PROTÉGI	s, maintenance personnel) re or assets is permitted. s, personnel d'entretien) aur ÉS et/ou CLASSIFIÉS n'est p	equire access to restricted ont-ils accès à des zones pas autorisé.	access areas? No access to d'accès restreintes? L'accès	No Yes Non Oui
c) Is this a commercial courier Stagital dup contrat de mer		ent with no overnight storage on commerciale sans entrep			X No Yes Oui
7. a) Indicate the type of informa	-	•	-	on auguel le fournisseur deura	
Canada	Torr disk the Supplier	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restr No release restrictions r	ictions relatives à la c	diffusion All NATO countries		No release restrictions	
Aucune restriction relative à la diffusion		Tous les pays de l'OTAN		Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser					
Restricted to: / Limité à : Specify country(ies): / Préciser	lo/s) navs :	Restricted to: / Limité à : Specify country(ies): / Préc	iser le(s) navs :	Restricted to: / Limité à : Specify country(ies): / Précis	er le/s) navs :
Specify Country (less). 71 Teciser	ie(s) pays .	opecity country(les). 11 fec	iser ie(s) pays .	opedity country(res). / Freds	er re(s) pays .
7. c) Level of information / Nivea	u d'information				
PROTECTED A PROTÉGÉ A		NATO UNCLASSIFIED		PROTECTED A PROTÉGÉ A	
PROTECTED B PROTÉGÉ B	=	NATO NON CLASSIFIE NATO RESTRICTED	EINTE	PROTECTED B PROTEGÉ B	
PROTECTED C	╡	NATO DIFFUSION RESTR NATO CONFIDENTIAL	EINTE	PROTECTED C	늗
PROTÉGÉ C L		NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL CONFIDENTIEL		NATO SECRET NATO SECRET		CONFIDENTIAL	
SECRET	╡	COSMIC TOP SECRET		SECRET	一
SECRET		COSMIC TRÈS SECRET		SECRET	
TOP SECRET				TOP SECRET	
TRÉS SECRET L TOP SECRET (SIGINT)	=			TRÉS SECRET TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)				TRÈS SECRET (SIGINT)	
TBS/SCT 350-103(2004/12)		Security Classification / Classification	assification de sécurité		



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

DART A /oor	ntinued) / PARTIE A (suite)				
8. Will the su	pplier require access to PROTECTED a				X No Yes
If Yes, indi	seur aura-t-il accès à des renseignemer cate the level of sensitivity:		signés PROTEGES et/ou Cl	ASSIFIES?	Non Oui
	mative, indiquer le niveau de sensibilité pplier require access to extremely sens		ccatc?		No Yes
	seur aura-t-il accès à des renseigneme			e?	X Non Oui
	(s) of material / Titre(s) abrégé(s) du ma Number / Numéro du document :	atériel :			
PART B - PE	RSONNEL (SUPPLIER) / PARTIE B -				
10. a) Person	nel security screening level required / f	liveau de contrôle de la sécurit	é du personnel requis		
X	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SECR TRES SEC	
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OP SECRET RÈS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENTS				x
	Special comments: Commentaires spéciaux :				
	Commentance Specials.				
	NOTE: If multiple levels of screening REMARQUE: Si plusieurs niveaux				ourni
	screened personnel be used for portio	ns of the work?	•	The second content	No Yes
	sonnel sans autorisation sécuritaire pe will unscreened personnel be escorted		iu travaii?		Non Oui No Yes
	'affirmative, le personnel en question se				Non Oui
PART C - SA	EEGHADDS (SHIDDI IED) / DADTIE C	MEAURES DE PROTESTION			
		- MESURES DE PROTECTION	(FOURNISSEUR)		
	ION / ASSETS / RENSEIGNEMEN		N (FOURNISSEUR)		
11. a) Will the	ON / ASSETS / RENSEIGNEMEN e supplier be required to receive and st	TS / BIENS		on its site or	X No Yes
11. a) Will the premis	ON / ASSETS / RENSEIGNEMEN e supplier be required to receive and st	TS / BIENS ore PROTECTED and/or CLAS	SIFIED information or assets		X No Yes Non Oui
11. a) Will the premis Le fou	TION / ASSETS / RENSEIGNEMEN e supplier be required to receive and st ses?	TS / BIENS ore PROTECTED and/or CLAS	SIFIED information or assets		X
11. a) Will the premis Le four CLASS	PION / ASSETS / RENSEIGNEMEN e supplier be required to receive and st ies? misseur sera-t-il tenu de recevoir et d'e SIFIES? e supplier be required to safeguard COI	TS / BIENS ore PROTECTED and/or CLAS: ntreposer sur place des renseig MSEC information or assets?	SIFIED information or assets nements ou des biens PRO1		Non Oui
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Contract Number / Numéro du contrat	
Security Classification / Classification de sécurité	_

ART C - (continue	d) L	DAD	nie.	C (cuito)												
For users comple site(s) or premise Les utilisateurs q niveaux de sauve	eting es. ui re	the empli	form isser	manually us	e manuell	ement do	oivent utiliser			,			•			
For users comple Dans le cas des i dans le tableau n	utilis	ateu	ırs qı		le formula	aire en lig	gne (par Inter		ises aux	questions						iaisies
Category Catégorie		OTECT OTÉC			ASSIFIED LASSIFIÉ			NATO						COMSEC		
	A	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		Très Secret	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	۸	В	С	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique											П	Г	Г			
12. a) Is the descrip La description If Yes, classif Dans l'affirma « Classification	du t	irava is fo	il vis orm l	é par la prése by annotating ier le présen	ente LVER the top a t formulai	S est-elle and botto ire en ind	e de nature P om in the are liquant le niv	ROTÉGÉE et a entitled "S	ou CLAS	assificat				[X No Non	Ye
12. b) Will the docu La documenta															X No Non	Ou
If Yes, classif attachments Dans l'affirma « Classification des pièces jo	(e.g. ative on d	SE e, cla le sé	CRE assif	T with Attach ier le présen	iments). t formulai	re en ind	liquant le niv	veau de sécu	rité dans	la case i	ntitu	ée				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION					
13. Organization Project Authority / Chargé de projet de l'organisme					
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature	
Shelley Rouire		Supervisor Contract Programs		sRouire	
Telephone No N° de téléphone Facsimile No N° de 204 880-2479 204 984-2072		télécopieur E-mail address - Adresse cour shelley.rouire@ec.gc.ca		riel	Date 31 Aug 2022
14. Organization Security Authority / Responsable de la sécurité de l'organisme					
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature	Luciani, by Luciani, David
David Luciani		Compliance and Oversight Sr. Officer (Security)			David Date: 2022.09.16 00:32:39 -04'00'
Telephone No N° de téléphone 647-202-1902	Facsimile No Nº de téléco		E-mail address - Adresse courriel David.Luciani@ec.gc.ca		Date September 16, 2022
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? X No Ves 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 tél		télécopieur E-mail address - Adresse courri		ırriel	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 télécop		télécopieur	E-mail address - Adresse courriel		Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

ANNEX D

INSURANCE REQUIREMENTS

G2001C (2018-06-21) Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - 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.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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.