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	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000071630</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2023-09-19</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à <b>2:00 P.M.</b> on – le <b>2023-10-31</b></p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>Eastern Daylight Time</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Megan Filliol <a href="mailto:megan.filliol@ec.gc.ca">megan.filliol@ec.gc.ca</a></p>	
	<p><b>Telephone No. – N° de téléphone</b> 1-819-307-2084</p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> See herein</p>	
	<p><b>Destination of Services / Destination des services</b> Baker Lake, NU</p>	
	<p><b>Security / Sécurité</b> See herein</p>	
	<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>	
	<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>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)</b></p>	
<p><b>Signature</b></p>	<p><b>Date</b></p>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

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

ECCC requires the service of a Contractor to prepare the instruments and conduct two (2) upper air soundings per day, three hundred and sixty-five (365) days per year, (366 days in a leap year) to monitor the data and messages produced, and to ensure the prompt transmittal of the data, onsite at the upper air station situated in Baker Lake, Nunavut.

#### **1.2.2 Security**

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

#### **1.2.3 Comprehensive Land Claims Agreements (CLCAs)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):



- Nunavut Land Claims Agreement

**1.2.3.1 Nunavut Directive**

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the [Nunavut Directive](#)).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "E" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

1. Inuit employment (either directly or through subcontractors);
2. Inuit training and skills development (either directly or through subcontractors);
3. Inuit ownership (Contractor and subcontractors); and
4. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "E", Part C (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
  1. Total hours and total dollars spent on Inuit Employment
  2. Total hours and total dollars spent on Inuit Training
  3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry



4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area

- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "E", Part C (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

**1.2.4 Federal Contractors Program (FCP)**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

**1.3 Debriefings**

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



## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

#### **2.1.1 SACC Manual Clauses**

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

### **2.2 Submission of Bids**

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

#### **Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (07) of the Standard Instructions, where a Bidder has commenced transmission of its bid through CanadaBuys (SAP Ariba) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

#### **Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.



Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

### 2.3 Former Public Servant

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

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;





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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

### **2.4 Enquiries - Bid Solicitation**

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

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

### **2.5 Applicable Laws**

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

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

### **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 soft copies on .pdf)

Section II: Inuit Benefits Plan (1 soft copies on .pdf)

Section III: Financial Bid (1 soft copies on .pdf)

Section IV: Certifications (1 soft copies on .pdf)

Section V: Additional Information (1 soft copies on .pdf)

#### 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](mailto:soumissionsbids@ec.gc.ca)

**Attention:** Megan Filliol

**Solicitation Number:** 5000071630

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.

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
  - Canada's Net-Zero Challenge;
  - the United Nations Race to Zero;
  - the Science-based Targets Initiative;
  - the Carbon Disclosure Project;



- the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

### 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.

(i) **Customer Reference Contact Information:**

(A) The Bidder must provide references. The reference must each confirm, if requested by Canada, the facts identified in the Bidder's bid, as required by Annex D, M2

(B) The form of question to be used to request confirmation from references is as follows:

*Has the bidders' resource provided your organization with employment services in <time frame indicated in bid>?*

*\_\_\_ Yes, the resource has provided my organization with the services described above.*

*\_\_\_ No, the resource has not provided my organization with the services described above.*

*\_\_\_ I am unwilling or unable to provide any information about the services described above.*

(C) For each customer reference, the Bidder must, at a minimum, provide the name, telephone number and/or e-mail address for a contact person.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

### Section II: Inuit Benefits Plan (IBP)

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the Work. The IBP evaluation criteria are included in Annex "E" (INUIT BENEFITS PLAN EVALUATION).

### Section III: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".



#### **Section IV: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

#### **Section V: Additional Information**

##### **3.1.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

- 3.1.1.1** The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



## **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, Inuit Benefits Plan and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "D"

##### **(a) Reference Checks:**

- (i) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.  
  
For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference states he or she is unable or unwilling to provide the information requested.

#### **4.1.2 Inuit Benefits Plan Evaluation**

The IBP evaluation criteria are included in Annex "E" (INUIT BENEFITS PLAN EVALUATION).

#### **4.1.3 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **4.2 Basis of Selection**



#### **4.2.1 Basis of Selection - Highest Combined Rating of Total IBP Merit (35%), Technical Merit (45%), and Price (20%).**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria;
  - c. obtain the required minimum of 74 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 105 points.
2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit, technical merit, and price. The ratio will be 35% for the total IBP merit, 45% for the technical merit and 20% for 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 45%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20% as follows: lowest evaluated price / bid price multiplied by the ratio of 20%.
6. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion multiplied by the percentage ratio applicable for that criterion.
7. The total IBP merit score is the combined sum total of all individual IBP merit scores.
  - i. Inuit Employment 15%
  - ii. Inuit Ownership (Contractor and subcontractors) 15%
  - iii. Location in the Nunavut Settlement Area (NSA) 5%
8. For each responsive bid, the total IBP merit score, the technical merit score, and the pricing score will be added to determine its combined rating.



9. 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 total IBP merit score, technical merit score, and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the Contractor is determined by a 35/45/20 ratio of IBP merit, technical merit, and price, respectively. The total available points equals 105 and the lowest evaluated price is \$450,000. %. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

Basis of Selection - Highest Combined Rating of IBP Commitment (35%), Technical Merit (45%), and Price (20%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		83/105	72/105	103/105
Bid Evaluated Price		\$500,000.00	\$550,000.00	\$450,000.00
Inuit Benefits Plan		15/35	35/35	0/35
Calculations	Technical Merit Score	$83/105 \times 45 = 35.57$	$72/105 \times 45 = 30.86$	$105/105 \times 45 = 45.0$
	Pricing Score	$450,000/500,000 \times 20 = 18.0$	$450,000/550,000 \times 20 = 16.36$	$450,000/450,000 \times 20 = 20.00$
	IBP Commitment	$15/35 \times 35 = 15$	$35/35 \times 35 = 35$	$0/35 \times 35 = 0$
Combined Rating		68.57	82.22	65.0
Overall Rating		2nd	1st	3rd





## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Security Requirements – Required Documentation**

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48



hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

### **5.2.3 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.4 Additional Certifications Precedent to Contract Award**

#### **5.2.4.1 Status and Availability of Resources**

A3005T (2010-08-16) Status and Availability of Resources



## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  
2. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's security capabilities must be met as indicated in Part 7 - Resulting Contract Clauses.
  
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Insurance Requirements**

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

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



## **PART 7 - RESULTING CONTRACT CLAUSES**

*Delete this title and the following sentence at contract award.*

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

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and in the manner committed to in the Contractor's IBP at Annex "E" (Inuit Benefits Plan).

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

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

#### **7.2.3 Disclosure of Information**

- 1.0 The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
- 2.0 The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

#### **7.2.4 Implementation of the Inuit Benefits Plan**

- a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
  1. Total hours and total dollars spent on Inuit Employment
  2. Total hours and total dollars spent on Inuit Training
  3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry



4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area

- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "E" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

**Third party independent professional**

- 1. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- 2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
- 3. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- 4. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
- 5. If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:



- a. Canada will not reimburse the Contractor any cost of the third party independent professional;
  - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
  - c. Canada may retain any amount found to have been paid in excess by Canada , including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
6. Nothing in this section limits any other remedy or action available to Canada under this contract.

### **Inuit Benefit Plan deviations**

1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

### **7.3 Security Requirements**

- 7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.



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

**7.3.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 30-Sep-2026 inclusive.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (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 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

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

- Nunavut land claim

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Megan Filliol

A/Senior Manager – Operations | A/Gestionnaire principale - Opérations

Procurement & Contracting Services Division (NCR) | Division des achats et passation de marchés (RCN)

Environment and Climate Change Canada | Environnement et Changement Climatique Canada

Address: 351, boul. Saint-Joseph, Gatineau, QC, K1A 0H3



Telephone: 1-819-307-2084

E-mail address: [megan.filliol@ec.gc.ca](mailto:megan.filliol@ec.gc.ca)

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

### 7.5.2 Project Authority

*Insert at contract award*

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

*(Insert or delete as applicable)*

In its absence, the Project Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 7.5.3 Technical Authority

*Insert at contract award*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_





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

#### **7.5.4 Contractor's Representative**

*Fill in or delete as applicable*

### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.7 Payment**

#### **7.7.1 Basis of Payment**

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex "B", to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

#### **7.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. 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:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.



3. 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.

### **7.7.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **7.7.3 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.

#### **7.7.3.1 IBP Holdback**

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
  - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
  - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
  - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
  - a. the value of the Contractor's IBP obligations;
  - b. the weight of the IBP in the bid evaluation; or
  - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed 15%



6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
  - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
  - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

#### **7.7.4 SACC Manual clause**

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

#### **7.7.5 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

#### **7.8 Invoicing Instructions**

1. 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.

Each invoice must be supported by:

- a. other documents as specified in the Contract;
- b. a copy of the monthly progress report;
- c. a copy of a completed and up-to-date Inuit Benefits Plan (IBP) Progress Report as described in Annex "E" (IBP Progress Reporting) of the Contract.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;

#### **7.9 Certifications and Additional Information**

##### **7.9.1 Compliance**

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



## 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.10 Applicable Laws

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

## 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Technical Evaluation;
- (g) Annex E, Inuit Benefits Plan;
- (h) Annex F, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION;
- (i) Annex G, Insurance Requirements;
- (j) 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) including its Inuit Benefits Plan.*

## 7.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "G". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



### 7.13 Dispute Resolution

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



## **ANNEX "A", STATEMENT OF WORK**

### **Title: Aerological Observations at the Upper Air Station at Baker Lake, Nunavut**

#### **1.0 BACKGROUND**

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

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

#### **2.0 SCOPE**

ECCC requires the service of a Contractor to prepare the instruments and conduct two (2) upper air soundings per day, three hundred and sixty-five (365) days per year, (366 days in a leap year) to monitor the data and messages produced, and to ensure the prompt transmittal of the data, onsite at the upper air station situated in Baker Lake, Nunavut.

The Contractor will conduct the management and operations of the observing program three hundred and sixty-five (365) days per year, 366 days in a leap year by scheduling of personnel for observing, recording, encoding and transmitting Aerological and Supplementary programs at the times specified below as required to comply with the instructions contained in the "MANUAL OF UPPER AIR OBSERVATIONS" (MANUPP) and various other manual required for the Safety and Health for Meteorological Services of Canada Operations (*refer to Appendix 4 for list of documents to be provided at contract award*).

Administrative responsibilities include maintaining an inventory of consumable supplies, the preparation of monthly reports detailing the performance of the observing program, shipping and receiving of program related items, and the provision of some technical support in the maintenance of the associated equipment.

The Contractor is to perform Aerological observations and other related duties at Baker Lake Upper Air Station, as described in Section 1, Annex A, and Appendices 1 through 4.

#### **3.0 THE WORK**

##### **3.1 AEROLOGICAL OBSERVATIONS**

The Contractor must observe, record, encode and transmit aerological observations, at the times specified below, as required to comply with the instructions contained in MANUPP, the Navaid Operators Manual., including regulations relating to Occupational Health and Safety of the Meteorological Service of Canada.

- i) The Contractor must conduct the Aerological observing program by performing two (2) aerological observations per day, one in the morning and one in the evening, every day of the year, including holidays for the duration of the contract. The work entails testing and preparation of monitoring equipment and instruments, filling balloons with hydrogen lifting gas and releasing of instrument equipped balloons at the specified times below.



- ii) The morning period is 10:30 - 13:30 UTC and the evening period is 22:30 - 01:30 UTC, for every day of the contract. An aerological observation can be completed as detailed below in three (3) hours.
- iii) Schedule for aerological observation:

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

A second release may be required due to equipment malfunction, early balloon burst or should the balloon not reach 400 hPa as prescribed by Environment & Climate Change Canada. A second release can be made up to and including 13:45 UTC and/or 01:45 UTC. There is neither additional time nor additional monies for these subsequent releases. A second release may be expected approximately five (5) percent of the time.

Releases must not be attempted in advance of 11:15 UTC for the morning observation period or in advance of 23:15 UTC for the evening observation period. If a release is made prior to these specified times payment a reduction for non-performance may apply. See Appendix 2 to Annex A.

A delayed release due to radiosonde or balloon rejection during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of forty-five (45) minutes prior to the scheduled aerological release allowing sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, Liquidated Damages reductions for non-performance may apply. **See Appendix 2 to Annex A.**

### 3.2 DETAILS OF DATA COLLECTION

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



- B. **Ground Equipment:** Ground monitoring, receiving, and processing equipment must be operated in accordance with the user manuals or written instructions provided by the ECCC Technical Authority. These instructions are subject to change at the discretion of ECCC. The equipment is automated to the extent that only minimal user interaction is necessary.
- C. **Instrument Preparation:** The radiosonde instrument must be unpacked and inspected for damage or other deficiencies or problems. The individual sensors must be positioned and connected to the ground check station. Once the initial conditioning is completed, the radiosonde instrument is placed outdoors in order to acclimatize to current weather conditions.
- D. **Release:** The standard hours for aerological observations are considered to be 12:00 UTC and 00:00 UTC. Prior to the scheduled time of release, the instrument must be attached to the balloon and the balloon and instrument released. Every effort MUST be made to release the instrument package at the standard hour of observation minus forty-five (45) minutes. For morning flights this must be at 11:15 UTC; and for afternoon flights, the release must be at 23:15 UTC. Once released, the observer must return indoors and monitor the ascent data. The surface pressure, temperature, humidity and release times are confirmed, and any necessary adjustments are made via the monitoring equipment and computer.
- E. **Delayed release:** A delayed release due to radiosonde or balloon malfunction during preparation is not acceptable. Radiosonde and balloon equipment preparation time must begin a minimum of forty-five (45) minutes prior to the scheduled aerological release. This will allow sufficient time for the occurrence of rejected equipment. Should a delayed release be identified for the above noted reason, liquidated damages for non-performance may apply. **See Appendix 2 to Annex A.**
- F. **During the Ascent:** During the ascent, the Contractor must monitor the system for instrument malfunctions or for an early balloon burst. This requires periodic monitoring of the various outputs from the ground equipment including the incoming data. The ground equipment prepares and transmits messages containing data from the balloon ascent. The observer must ensure that successful transmission of these messages occurs at the appropriate times.
- G. **Post- Flight:** Following the termination of the ascent, the observer must ensure that all data is processed, and that the transmission of all data is complete. Archive data must be forwarded to Headquarters as instructed by the designated Technical Authority. The data must also be backed up on the station. Information such as radiosonde serial number, height achieved, temperature and wind speed must be entered on a spreadsheet to aid in the preparation of month end summaries and reports. Upon completion of these tasks, all ground equipment must be shut down.
- H. **Second or Additional Releases:** A second release may be required due to equipment malfunction or early balloon burst should the balloon not reach an acceptable height of 8,000 meters (400 hPa or 25 minutes after release) or as prescribed by ECCC. A second release can be made up to and including 13:45 UTC and/or 01:45 UTC. There is neither additional time nor additional monies paid by ECCC for these subsequent releases. All expendable components (radiosondes, balloons, and gas) are the responsibility of ECCC. A second release is normally required only 1 or 2 times per month.
- I. **Aerological Message Transmission:** If the aerological messages are transmitted late, the aerological sounding will be considered "DELAYED". If the messages are not transmitted within one (1) hour of the required transmission times, the sounding will be considered "MISSING". Payment reduction for non-performance will not apply in the event that DELAYED or MISSING aerological messages are caused by equipment malfunction, weather conditions, early balloon burst, second releases, and/or a communication system failure. Factors contributing to DELAYED or MISSING observations must be clearly detailed and submitted to the Stony Plain service desk by email at [StonyPlainService@ec.gc.ca](mailto:StonyPlainService@ec.gc.ca) within thirty (30) minutes of the occurrence.





- J. **Liquidated Damages for non-performance** apply for delayed or missing observations resulting from the contract resources failing to attend the work site for any reason other than the occurrence of specific conditions. Please refer to **Appendix 2 to Annex A** for the list of conditions.
- K. The administration required to operate the program is estimated to be a maximum of (2) two hours per month. For billing purposes these are to be included in the all-inclusive rate of the Contractor.

### 3.3 SUPPLEMENTARY PROGRAMS

The Contractor must perform the following supplementary programs. These observations must be performed in accordance with ECCC standards manuals. Unless otherwise noted, these programs can be completed during the aerological ascent and will not cause the Contractor to incur additional hours. This may also include the requirement to perform checks and maintenance on Helium and or Hydrogen balloon inflation systems, routine equipment maintenance and monthly reports, conduct snow surveys etc.

**a) Snow Survey:**

During the winter season (approx. October to May); the Contractor must perform a bi-weekly 10-point snow survey when there is measurable snow on the ground. The observations are to be performed in accordance with the Snow Surveying Manual 2.4 (Appendix 4 to Annex A). As a snow survey cannot be performed during the aerological ascent, one-hour additional compensation will be given for each snow survey performed. It is anticipated that there will be 16 snow surveys each winter season.

All snow survey observations must be taken accurately, recorded, and transmitted by current certified ECCC observers. Training of the Snow Survey will be done at Stony Plain, AB

**b) Ice Thickness Measurement:**

During the ice season (approx. late October to mid-June), the Contractor must perform a weekly or bi-weekly Ice Survey. The Ice Survey will be done on Friday's during the period when they are required (or the first day possible thereafter).

For the period:

March through June and Oct. and Nov. – weekly

Dec., Jan. and Feb-bi-weekly

All ice survey observations must be taken accurately, recorded, and transmitted immediately by current ECCC certified ice observers. All observations must be made in accordance with the official standards and procedures detailed within the ECCC Manual of Ice Reporting (MANICE) (Appendix 4 to Annex A). and the aerological Observer's Course Training Manual Module 2.5. It is anticipated that there will be thirty-four (34) ice surveys each ice season. Each survey requires two (2) observers and takes approximately two (2) hours to complete. Training of the Ice Survey will be done at Stony Plain, AB.

**c) Others:**

Other supplementary programs may be added to the Statement of Work at no additional cost to ECCC as long as an increase in the hours of work is not incurred by the Contractor (Health Canada Air Monitoring, etc.).

### 3.4 OTHER RELATED DUTIES

- a) Reports:** The Contractor must complete The Upper Air Monthly Station Report. This report will be sent to designated email addresses. The Contractor is also responsible for completing and submitting the monthly Occupational Health and Safety (OHS) report, fire extinguisher checks and building checks. The month end package must be email to the current Supervisor of Contract email address. Report templates will be provided to the successful contractor after contract award.



- b) Supplies:** The Contractor must accept and properly store the instruments and supplies (including picking up the mail and forwarding as required). The Contractor must pack and offer for shipment items such as meteorological records and computer components. This will include the supply of helium cylinders which are used as a backup lifting gas to the HOGEN. This must be done during the hours of work and not incur any additional charges to ECCC. Shipping charges will be incurred by ECCC.
- c) Snow removal on Instruments:** Contractor must ensure instruments are kept free of snow. Removing snow from the equipment from the instrument is the Contractor's responsibility. The Contractor must immediately advise the Stony Plain Service Desk at 1-877-292-0939 or by email at [StonyPlainService@ec.gc.ca](mailto:StonyPlainService@ec.gc.ca) or a ECCC Inspector of any anomaly at the weather station site or any defect or breakdown affecting the site or the instruments.
- d) Snow removal:** Contractor is responsible for moving snow away from the building exit doors and Hydrogen building overhead door. Contractor to contact the snow removal contractor when snow removal is required at the station., this includes removing the snow, spreading sand over the station access path and over the launch are whenever required.
- e) HELIUM:** The Contractor shall be responsible for the proper use and safe operation of the helium inflation system. The provision of helium will be arranged and provided by the ECCC. The Contractor shall maintain an inventory of helium used and a record of cylinders received and returned for refilling. This supply is used as a back up to the HOGEN. This inventory shall be included in the Upper Air Monthly Station Report.
- f) HOGEN:** The Contractor shall be responsible for the proper use and safe operation of the HOGEN inflation system. The Contractor must, while completing its aerological duties, perform routine maintenance of the HOGEN. This will include, but is not limited to, routine monthly BUMP test on the HOGEN and routine monitoring, testing and calibrating of quarterly gas calibrations on the HOGEN up to four times per year. Training for this function will be provided by qualified ECCC staff.
- g) Routine Equipment Maintenance:** At the request of the ECCC Inspector, the Contractor must, while completing its aerological duties, perform routine maintenance of meteorological equipment supplied at the station. This will include, but is not limited to verifying the accurate operation of the equipment and notifying the appropriate the ECCC Technical Authority as well as Stony Plain Service Desk at 1-877-292-0939 or by email at [StonyPlainService@ec.gc.ca](mailto:StonyPlainService@ec.gc.ca) if repair or replacement of the equipment is required.
- h) Repairs:** Repairs may be required on the equipment or facilities. When problems are noted during normal use/or testing, the problem will be reported to the ECCC Technical Authority as well as Stony Plain Service Desk at 1-877-292-0939 or, in their absence, to a representative identified by Environment & Climate Change Canada immediately. The Contractor may be required to assist in the repairs to the HOGEN. Work performed outside regular hours of work must be paid at the hourly rate submitted in the Basis of Payment.
- i) Additional On-request Work Requirements:** The Contractor may be required to perform other duties. These duties may or may not be meteorologically related. The Contractor will only complete these duties on the instruction of the Technical or Project Authority. The Contractor must complete these duties in a timely fashion. These duties will include such things as minor facility maintenance or equipment repair not identified elsewhere in the contract. If such work is required and can be completed during the regular aerological observation, additional compensation will not be paid. If the work cannot be accomplished during the regular aerological observation and requires that the Contractor return to the site, additional compensation will be paid at the hourly rate identified as and requested work in the basis of payment for the actual time worked. Any additional compensation must be pre-approved by the Technical or Project Authority.
- j) Additional aerological observations:** The Contractor may be required to perform additional aerological observations to support research activities. If required, these observations will be paid for



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

#### **4.0 OFFICIAL LANGUAGES**

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

#### **5.0 WORK LOCATION:**

**Baker Lake, NU**





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



Baker Lake Upper Air Weather station (circled in black) is located at 64.3166°N 96.0000°W. Snow survey location is located north of station and Ice survey is on Baker Lake

## 6.0 TRAVEL



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

## 7.0 Sustainable Procurement Considerations

The Contractor should make an effort to ensure that their operations and performance of the Work align the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#). Procurement documents will specify the green procurement criteria and standards to be met. The following green procurement criteria and standards must form part of the Work: *(you may include standards such as the following standard examples as applicable)*

- provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format;
- If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable
- Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the Work.



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**APPENDIX 1 TO ANNEX A  
ADDITIONAL REQUIREMENTS OF THE WORK  
UNDER THE RESULTING CONTRACT**

**1. OPERATIONS**

**1.1 Contractor Responsibilities**

- 1.1.1 The Contractor must provide a telephone number, fax number and an e-mail address. The phone, fax and email must be operational for the duration of the contract, and which will be monitored during the times when the station is not attended. This should be included in the bid submission but may be provided prior to contract award.
- 1.1.2 The Contractor must prepare a radiosonde instrument package and inflate a large latex balloon with lifting gas according to the established safe work practices and procedures. Hydrogen is to be used as the primary lifting gas. Helium is provided as a back-up and is only to be used on authority of ECCC employees.
- 1.1.3 The Contractor must release the radiosonde and balloon assembly and monitor the sounding equipment to ensure the successful transfer of data from the radiosonde to the computer equipment.
- 1.1.4 The Contractor must monitor the computer equipment software until the end of the flight or balloon burst to ensure the data bulletins are successfully transmitted and also successfully received by the Meteorological Service of Canada's telecommunications network.
- 1.1.5 The Contractor must ensure all equipment is kept clean and operational and not subject to neglect or abuse as well as maintaining the equipment according to the applicable instrument manual and/or instructions received from the Project Authority as well as the Stony Plain Service Desk at 1-877-292-0939.
- 1.1.6 The Contractor must follow the proper communications protocol as provided by ECCC. The communications equipment will be used for authorized ECCC purposes only. In the event of communications equipment failure, the Contractor must use an approved alternate method of data transmittal. The Contractor must report any malfunction of the communications equipment immediately to the Project Authority as well as the Stony Plain Service Desk at 1-877-292-0939.
- 1.1.7 The Contractor must accept and properly store instruments and supplies. The Contractor must pack for shipment items such as helium cylinders and computer components, as and when required. Storage space will be provided by ECCC.
- 1.1.8 The Contractor must perform an actual physical count of upper air expendable stock on site on the last day of each month and must ensure an adequate quantity of meteorological supplies are available at the station.
- 1.1.9 The Contractor must requisition, annually, all meteorological supplies, and other items from the project authority, ECCC is responsible for the cost of the meteorological supplies including shipping costs.
- 1.1.10 The Contractor is responsible for any mailing costs of any non-meteorological supplies. Postage of non-meteorological supplies is the responsibility of the Contractor.
- 1.1.11 The Contractor must notify the ECCC Technical Authority by phone or email that a shipment of supplies has been received onsite or that a shortage of supplies is anticipated.



- 1.1.12 The Contractor must report any issues with the operation of the equipment or facilities to the Facilities Coordinator at [rainstallations-uafacilities@ec.gc.ca](mailto:rainstallations-uafacilities@ec.gc.ca)
- 1.1.13 The Contractor must consult with the ECCC Inspector prior to attempting unscheduled maintenance or repairs on meteorological sensors or other station equipment.
- 1.1.14 The Contractor must return to ECCC, upon termination of the contract, all equipment and unused meteorological equipment and supplies made available to the Contractor for the performance of the contracted services. The Contractor must return all equipment and supplies in good condition except for ordinary deterioration due to use and time.
- 1.1.15 The Contractor (assisted by an ECCC representative) must participate in an inventory check of all equipment, instruments and supplies both at the commencement and closure of the contract.
- 1.1.16 The Contractor must forward original meteorological records and/or electronic files in a timely manner as specified by the Project Authority. Approved electronic forms may be used in place of paper forms. Legible copies of all meteorological records and electronic files must be retained on station for a period designated by the Project Authority. All postage will be paid by ECCC.
- 1.1.17 The Contractor must, no later than five (5) days of the end of the month, submit The Upper Air Monthly Station Report that includes the following information:
- Staff- a list of all active observers working at the station.
  - Flight Summary and Flight Log- includes observer performance, radiosonde performance, ground equipment and summary of the flight performance for the past month.
  - Station Stock - report accurate inventory of meteorological supplies on hand (radiosondes, balloons, helium supply, and other miscellaneous items).
  - Occupational Health and Safety and SDS –various the Health and Safety checks are completed and current including fire extinguisher checks and emergency light checks as well as Safety Data Sheets.
  - HOKEN Daily, H2O and Monthly-Daily recording of system pressure and water levels and monthly testing the two gas safety sensors (BUMP test) will be required.
  - Supplementary Duties-Snow and Ice survey records that were performed during the month.

The Upper Air Monthly Station Report is a condition precedent to the right of the Contractor to receive payment. An approved electronic form must be utilized and emailed to the automatic mailing group linked within the report.

- 1.1.18 It is the Contractors' responsibility to keep a supply of forms, office supplies, and meteorological supplies including radiosondes, balloons, rope, and helium. When necessary, the Contractor must make a list of any missing items and email the ECCC Project Authority.
- 1.1.19 The weather station facilities must not be used for living or sleeping quarters nor temporary or permanent storage of personal property. The facilities must solely be used for the duties required by the contract. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 1.1.20 The Contractor is responsible for the logistics of getting contract resources to and from the weather observing station and the associated costs are the sole responsibility of the Contractor and/or contract resources.



- 1.1.21 The Contractor must ensure all privately owned motor vehicles, ATV's and snow machines operated in the vicinity of the weather station fully comply with Provincial, Territorial, Regional and Hamlet/Town regulations and must be properly licensed and insured with coverage as identified in Resulting Contract Annex G, Insurance Requirements.
- 1.1.22 The Contractor must ensure the weather observing station and associated facilities are operated and maintained in an environmentally responsible manner.
- 1.1.23 The Contractor must maintain the records associated with each sounding and the supplementary programs. This includes but is not limited to completing checks and maintenance logs, recording serial numbers, balloon release times, instrument readings and archiving data. Legible copies of all designated records and/or abstracts must be retained on station for a period designated by the Project Authority. The administration and documentation associated with the aerological observation program, and the supplementary scientific programs can be completed during the aerological balloon observation time and will not cause the Contractor to invoice for additional work.
- 1.1.24 When requested, the Contractor or the Contractor's designated Station Manager must meet with an ECCC representative on-site.
- 1.1.25 The Contractor must purchase and provide all routine stationery and other office supplies such as, but not limited to, paper, pens, pencils, tape, paper clips, stapler, etc. The cost of these supplies is to be included in the firm, all-inclusive rates provided in the Basis of Payment.
- 1.1.26 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).
- 1.1.27 The Contractor will not be responsible for the loss of or damage to the equipment supplied by ECCC unless such damage or loss results from the negligence or abuse of the equipment by the Contractor or contract employees. The Contractor or staff must immediately report any defects or damage to the supplied equipment to the Technical Authority. The Contractor must immediately notify the ECCC Technical Authority as well as the Stony Plain service desk at 1-877-292-0939 if repair or replacement of the equipment is required.
- 1.1.28 The Contractor must immediately report any equipment breakdown or operational problem to the **Stony Plain Service Desk** at the following number: **1-877-292-0939**. The Stony Plain technicians provide direction to weather station contractors in the event of breakdowns or issues. The Contractor must follow the advice provided by the technician on duty.
- 1.1.29 The contractor agrees that all information gathered, materials collected, and reports produced, must be the sole property of Canada. The Contractor must not publish or in any way use the said information or data, material, or reports, without the express and prior written approval of the Project Authority.
- 1.1.30 The Contractor personnel must also assist in maintaining security at the Upper Air Station by challenging visitors for identification and recording and reporting to the Project Authority the names of visitors as well as locking the buildings and security gates and maintaining a watch during work periods.

## 1.2 Environment and Climate Change Canada (ECCC) Responsibilities





- 1.2.1 ECCC will make available to the Contractor, without charge, all facilities, meteorological equipment and meteorological supplies tasks (excluding transportation equipment and yard maintenance equipment) required at the station for the completion by the Contractor of the aerological observing duties and supplementary tasks.
- 1.2.2 ECCC is responsible for the provision and payment of a standard telephone service and internet service to the weather station. Long distance charges incurred for the transmission of weather information, reporting instrument defects or failures, or for matters relating to the ongoing operations of the weather observing contract will be paid for by ECCC. All unauthorized telephone charges will be at the expense of the Contractor.
- 1.2.3 ECCC will supply the necessary Meteorological communication equipment, which includes station computers complete with modems and software. Where required, spare equipment will be supplied. The Contractor must use this equipment solely for the purpose of collecting, transmitting or archiving information relevant to the meteorological operations of the station, or for transmitting data from other stations as required.
- 1.2.4 ECCC will ensure all necessary equipment and meteorological instruments needed for the operation of the surface observing program is available to the Contractor at no cost. The Contractor must ensure all equipment is kept clean and operational as well as maintain the equipment according to the applicable instrument manual and/or instructions received from the Technical Authority. A complete detailed listing of specific station equipment and instruments will be made available from the Technical or Project authority upon commencement of the term of the Contract. Listing of the meteorological equipment specific to the station:
- a. **Digital Electronic Barometer** – A digital station barometer for use in determining atmospheric pressure. ECCC will install equipment inside the office facility. It will be primarily used to record the surface launch data during aerological balloon flights.
  - b. **Stevenson Screen** – White louvered wooden box and stand mounted outdoors in the meteorological instrument area housing temperature and humidity equipment.
  - c. **Wind Speed Direction & Detection** – Detecting instruments are mast-mounted outdoors of the station. Information gathered by these is transmitted via cable to indoor mounted indicating instruments.
  - d. **Instrument Cabinets** – used to house indicating and recording equipment. The cabinet is located indoors in the operations building and outdoors in the meteorological instrument compound.
  - e. **Communication Equipment** – PC and backup. Used to transmit data from the upper air releases and the Reference Climate Station. Includes routers and modems.
  - f. **NAVAID Aerological Observing System**-used for the acquiring and processing of upper air data using GPS satellite positioning system and balloon carried radiosonde instrument.
  - g. **Aerological Balloon Inflation Facilities** – Used to inflate balloons with a lifting gas for upper air soundings.
  - h. **Helium** – Helium is provided in the form of gas cylinders as a backup lifting gas to hydrogen. Cylinders are shipped at no cost to the Contractor. Storage of helium cylinders must be in the inflation building.



- i. **HOGEN/Tank Assembly** – The Hogen is a hydrogen generator located in an isolated room inside the inflation building. The Hogen uses water from tanks and a water purification system in the controls room of the inflation building with electricity and produces hydrogen. Hydrogen is then sent via tubing through valve assemblies to a tank in the inflation building.
  - j. **Safety Systems** - Safety systems include fire (Fire Eye's), smoke and gas detectors (XNX's). These detectors replay information to a controls system which includes light stacks and alarm buzzers notifying individuals of issues or potential threats.
- 1.2.5 ECCC is responsible for the inspection and acceptance of all aspects of the weather observing program and operations. ECCC is also responsible for ensuring the timeliness of reporting, accuracy of data and adherence to procedures and standards are being met.
- 1.2.6 ECCC has the authority to recommend and implement changes to the upper air program and to order the de-certification of any employee found to be lacking in the ability, or demonstrating negligence or unreliability, in completing the duties of a contract weather observer.

## 2. RULES OF CONDUCT

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



software (games, videos, etc.) is strictly prohibited. All costs associated to any misuse will be the Contractor's responsibility. Failure to comply with Environment & Climate Change Canada policy on IT Security may constitute grounds for immediate decertification of the contract resource involved and possible termination of the contract.

- 2.8 The Contractor or contract resources must not involve the weather station in any local issues or other forms of current events, nor shall they represent Canada to other parties. Requests for comment from the media or other representatives of public or private groups must be directed to the Project Authority. Neither the Contractor nor its employees may make comments or opinions on behalf of ECCC on any matter.
- 2.9 The Contractor, or contract resources, must not alter or amend an aerological observation nor provide interpretations of aerological/weather forecast products. Aerological observations may be altered or changed only from the direction of an identified representative of ECCC as specified in the Manual of Surface Weather Observations.
- 2.10 The Contractor and contract resources must co-operate in a professional, courteous, and civil manner with the Project Authority, in order to ensure the health and safety of personnel accessing the station, the safety of the equipment and buildings and integrity of the data collection program.
- 2.11 While performing any work under the Contract, the Contractor and contract resources must communicate and conduct themselves in a manner which promotes a respectful workplace. Treating all people with respect, dignity and fairness is always required to create and maintain a safe and healthy workplace that is free from harassment and discrimination.
- 2.12 The Contractor agrees that all information gathered, materials collected, and reports produced will be the sole property of Canada. The Contractor must not publish or in any way use the said information or data, material or reports without the express and prior approval in writing of the Project Authority
- 2.13 The Upper Air Station is a Federal Workplace therefore smoking is not permitted inside the buildings.
- 2.14 Failure to abide by these rules of conduct may result in the loss of qualification of any contract observer and/or the termination of the contract.

### **3. CONTRACT PERSONNEL REQUIREMENTS**

#### **3.1 REQUIREMENTS**

- 3.1.1 The Contractor must be responsible for the provision and supervision of a minimum of three (3) persons (including one station manager) capable of being trained and site authorized as Upper Air Observers for the duration of the contract. This will allow for operations to continue 365 days a year (366 days in leap years). This is a **mandatory** requirement.
- 3.1.2 The required level of education for staff is a high school diploma or equivalent; a working knowledge of personal computers and the Windows operating system is also mandatory. This must be mentioned in the Curriculum Vitae (CV) of each proposed employee and included in the bidder's bid.
- 3.1.3 The Contractor must ensure all aerological observations are recorded, coded, and transmitted by contract resources trained and/or certified by ECCC.
- 3.1.4 The Contractor must designate one of the three contract resources listed above as the Station Manager.



- 3.1.5 The Contractor must notify the Project Authority of any proposed contract resource changes a minimum **60 days** in advance of the proposed personnel change. The proposed change is subject to approval by the Project Authority.
- 3.1.6 The Contractor must provide letters signed by the candidate(s) indicating his or her willingness to work for the Contractor and undergo the necessary training and reliability status security clearance. Security Reliability Status must be valid and current for all active resources for the duration of the contract. This is a **mandatory** requirement.
- 3.1.7 ECCC may refuse any proposed contract resources that the Technical or 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 contract resource.
- 3.1.8 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.
- 3.1.9 The Contractor must ensure that all contract resources and designated station manager perform a minimum of one (1) complete aerological observation a minimum of once every 60 calendar days.
- 3.1.10 At the discretion of the ECCC Technical or Project Authority, the site authorization of a contract resource may be revoked if the resource does not perform one complete aerological observation a minimum of once every 60 consecutive calendar days.

### 3.2 OBSERVER TRAINING

- 3.2.1 The Contractor is responsible for hiring and paying the staff required to fulfill the services identified under this contract.
- 3.2.2 The Contractor is responsible for all expenses related to recruitment and initial, annual and additional training for themselves and their staff.
- 3.2.3 If the contract resources have not been previously trained and site authorized by a representative of ECCC, the Contractor is responsible for making all arrangements for these resources to proceed to Stony Plain, Alberta, to successfully complete the Aerological Observers course prior to reporting to the weather station. These training costs are the responsibility of the Contractor, and for billing purposes are to be included in the all-inclusive firm rates in the Basis of Payment.
- 3.2.4 The Contractor is responsible for all costs in getting contract resources to proceed to Stony Plain Alberta for aerological observing training prior to their assignment to the weather observing duties. All costs related to contract resources training in Stony Plain will be the sole responsibility of the Contractor. These costs include but are not limited to: resource salary, travel, meals, accommodations, and transportation to/from the training facility.
- 3.2.5 ECCC will provide the services of a qualified aerological Instructor to present the aerological Observing course. For the purpose of new contracts, ECCC will assume the cost of providing the instructor for training during the initial first year of the contract.
- 3.2.6 Subsequent to aerological Observer training provided at the onset of this contract and not including the first year, the Contractor will be allowed one training seat per contract year on a



regularly scheduled aerological Weather Observing Course. Costs for the tuition will be borne by ECCC. The Contractor will be responsible for all other training costs, including but not limited to, transportation, accommodation, living allowance, and rates for the resource(s) of the Contractor.

- 3.2.7 For planning purposes, tuition costs for training courses after the initial first year of the contract may be charged, when applicable, to the Contractor at the following rate:

Aerological Observing HOGEN course - \$3000.00 per student.

Duration: 10 working days for the aerological (Upper Air) program (not including weekends or holidays).

All travel and accommodation costs for contract trainees in such cases will be the responsibility of the Contractor.

- 3.2.8 Contract resources that do not successfully complete the aerological Observers course in Stony Plain will not be permitted to perform aerological observations nor be granted a Site Authorization to do so. All costs arising from this removal, including the replacement of the unsuccessful trainee by another trainee, will be the sole responsibility of the Contractor.

- 3.2.9 Training will include the aerological observation duties as well as the basic training on the maintenance and repair of certain meteorological instruments, sensors, and pieces of equipment to effectively operate the weather station.

- 3.2.10 All observers must obtain a valid security reliability status prior to training in Stony Plain, Alberta. The security clearance must be submitted to the Project Authority prior to the commencement of the Aerological Observers course. This is a **mandatory** requirement.

- 3.2.11 All observers must complete the Workplace Hazardous Materials Information System Regulation (WHMIS) and Transportation of Dangerous Goods (TDG) certification prior to training in Stony Plain, Alberta. The completed training certificates must be submitted to the Project Authority prior to the commencement of the Aerological Observers course. This is a **mandatory** requirement.

- 3.2.12 While on course, all trainees 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.

- 3.2.13 Annual training requests outside the initial training will be provided once per year for each year of the contract if needed. The Contractor must request this training from the Project Authority at least six (6) weeks or thirty (30) working days prior to the commencement of training. Exceptional cases may be addressed through consultation and negotiation with the Project Authority.

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

- 3.2.15 In the event that additional training is required outside of the initial site and annual site training, the Contractor will be responsible for all incurred costs of the trainer, these costs include, travel, accommodations, meals, and incidentals.



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

### 3.3 CERTIFICATION OF OBSERVERS

- 3.3.1 The site authorization/qualification will consist of an initial audit of the contract resource's practical performance.
- 3.3.2 The initial site certification of weather observers shall be undertaken at a mutually agreeable time. All observers involved in the contract observation program must be certified at the specific site at which the aerological observations are taken.
- 3.3.3 Certification is not transferable between stations.
- 3.3.4 ECCC will conduct annual site certification for all contract resources.
- 3.3.5 The Contractor must provide a shift schedule to the Project Authority outlining the shift schedule during the period of the Site Authorization process. The shift schedule must be received by the Project Authority at least two weeks prior to the commencement of the Site Authorization process. The shift schedule must meet ECCC's requirements and receive the Project Authority's approval. The intent is to ensure the Site Authorization process is completed in an efficient and practical manner.
- 3.3.6 If the resource does not complete one aerological observation in a sixty (60) consecutive day period; or does not, in any other way, conform to the Aerological Observer Policy, the observer's site authorization/certification will "lapse" and be subsequently revoked.
- 3.3.7 The observer's site authorization/qualification will be immediately suspended if the resource resigns or is otherwise released from the employ of the Contractor.
- 3.3.8 ECCC may revoke any observer's qualification whenever there is cause to believe the observer's performance fails to meet observing standards as prescribed in MANUPP with respect to accuracy and timeliness.
- 3.3.9 Negligence of duties or the wilful dissemination of false or erroneous weather information will result in de-qualification of the observer.
- 3.3.10 Failure to abide by the stated rules of conduct may result in the revoking of an observer's qualification.
- 3.3.11 An on-site evaluation of the observer's work by a representative of ECCC may be conducted prior to the revoking of an observer's qualification.
- 3.3.12 While an observer's qualification is suspended or revoked, that observer is not permitted to perform aerological observations or conduct supplementary duties.
- 3.3.13 Recertification of an observer whose certification has been revoked will require an audit of performance to ensure competency in completing meteorological duties. This audit will be administered by ECCC Inspector.



- 3.3.14 ECCC's Project Authority has the authority to recommend and implement changes to the observing program, and to order the de-qualification of any observer found to be lacking in ability, demonstrating negligence or unreliability, in completing the duties of a contract weather observer.

#### **4. FACILITIES**

- 4.1 ECCC will provide necessary facilities and compound for the operation of the aerological observation program. The indoor facilities will include necessary washroom and potable water. All utilities necessary to operate the station, including heat, running water, lighting and power are the responsibility of ECCC and provided at no charge to the Contractor. The Contractor must follow energy efficient practices when using the provided facilities.
- 4.2 The Contractor must ensure the facilities provided are used for the sole purpose of the aerological weather operation program only and no additional commercial or personal business dealing shall be conducted from the premises. Other activities will not be tolerated and could result in the contract being cancelled without further consideration.
- 4.3 The Contractor must ensure only individuals involved in the taking of aerological observations as part of the contract or otherwise involved in the cleaning and/or maintenance of the facilities will use the supplied facilities.
- 4.4 The Contractor must maintain the meteorological compound by ensuring all sidewalks and walkways to and from the compound are kept clean of snow and ice during the winter. All doorways immediately around the balloon inflation and aerological Operations building must be kept clear of snow. All cost, equipment and labour required to maintain the compound and walkways is the sole responsibility of the Contractor.
- 4.5 The Contractor must notify the Project Authority or a specified agency when snow clearing of the station roadway and/or yard area is required. ECCC is responsible for the cost of garbage removal and snow removal for the roadway and or yard.
- 4.6 The Contractor must provide general housekeeping services. This must include, but not be limited to: keeping the floors clean, swept or vacuumed, the interior walls and windows cleaned and the daily removal of litter and waste. All cleaning or janitorial supplies and equipment, or services required to maintain the cleanliness of the weather observing facilities, are the sole responsibility of the Contractor. These supplies include but are not limited to: garbage bags, toilet tissue, Kleenex, paper towels, brooms, mop and bucket. cleaning supplies, etc. The cost for these materials is to be included in the firm, all-inclusive rates provided in the Basis of Payment.
- 4.7 The Upper Air station is a Federal Workplace, therefore, the Contractor and all contract resources must ensure that the Federal Government "No Smoking" policy is observed while using the supplied facilities. The "No Smoking" policy prohibits the use of cigarettes, cigars, electronic cigarettes (vaping) and cannabis.
- 4.8 The Contractor must not remove, modify, or otherwise change any aspect of the provided facilities, property, or equipment without prior written approval and guidance from the Technical or Project Authority. The Contractor must report immediately any defect in the facilities, property or equipment to the Technical or Project Authority.
- 4.9 The Contractor must ensure the provided facilities are secured and locked and windows closed when not in use.
- 4.10 The Contractor must ensure that the facilities provided are operated and maintained in an environmentally responsible manner.



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

## 5. HEALTH AND SAFETY

### 5.1 Contractor Responsibilities

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





- 5.1.12 The Contractor must be responsible for the safety of his employees. The Contractor shall relieve ECCC of all liability as regards claims, requests, actions, demands, lawsuits, fees, expenses and legal proceedings initiated by anyone whomsoever in any way whatsoever following the death of an employee, an injury to an employee, the loss of property or material damages suffered due to activities carried out by the Contractor while delivering services under this contract.
- 5.2.13 Where applicable, the contractor and its resources must obtain permission to work in and around the airport sites from the relevant airport operator. It is the responsibility of the contractor to obtain and pay all costs incurred for these authorizations. Any employee who is unable to obtain proper authorization or who does not comply with local regulations will not be authorized to perform aerological observer duties or will have their certificate revoked.
- 5.1.14 The Contractor or contract resources on shift must contact the Stony Plain Service Desk at 1 877-292-0939 to report if contract resources cannot make it to the weather station due to inclement weather, vehicle or building malfunction or any other reason not specified here.

## **5.2 Environment and Climate Change Canada (ECCC) Responsibilities**

- 5.2.1 Under the Provisions of Part II of the Canada Labour Code (CLC), ECCC or its agents will ensure that all facilities, machinery, instruments, and protective devices, meet the standards set out in the Canada Labour Code Regulations. These include buildings, steps and walkways, guardrails, and entries to and exits from the workplace. ECCC will also ensure that ventilation, lighting, and noise levels comply with CLC regulations.
- 5.2.2 ECCC will ensure that electrical distribution systems, generators and instrument installations meet the Canada Labour Code regulations and/or Provincial Electrical Code Standards.
- 5.2.3 ECCC will provide, where necessary, potable drinking water as well as sanitary and personal facilities.
- 5.2.4 ECCC will provide fire extinguishers and first aid kits.
- 5.2.5 ECCC will provide personal protective equipment for hazards associated with balloon filling. The equipment shall include hearing and eye protection and safety gloves.
- 5.2.6 ECCC will provide information to the Contractor regarding known or foreseeable workplace hazards such as those associated with balloon filling and compressed gases.
- 5.2.7 ECCC will monitor the Contractor's compliance with Health and Safety procedures and regulations through annual facility inspections and observing program audits.

## **5.3 Occupational Safety and Health and Emergency Action Plans**

- 5.3.1 The Contractor must provide, within thirty (30) days of the start of the contract: Site specific Occupational Safety and Health (OSH) Plan including Emergency Action Plan as detailed in the Statement of Work, Annex "A", contained herein.
- 5.3.2 The Contractor's OHS plan must include a working alone section. This section of the Contractor's OHS plan must include a mechanism to ensure the health and safety of the observers while they are working alone at the weather station. Any and all logistics and costs associated with the working alone plan will be the sole responsibility of the Contractor.



- 5.3.3 The Emergency Action Plan must address alternate methods of transmitting aerological observations in the event of normal ECCC communications failure, and a resource call-in procedure to maintain the program. The plan must also include a user notification plan detailing the individuals or agencies to be notified both during any program interruption and following the normal resumption of business.
- 5.3.4 The Emergency Action Plan must provide procedures to be followed by all staff in cases where extraordinary events, such as power failures, severe weather, natural disasters or other events beyond the control of the Contractor or his staff, may interfere with or prevent the weather observation duties.
- 5.3.5 The Contractor must ensure that all contract resources are aware of this plan and the procedures to be followed in such instances. This plan must be available on site for all contract resources to use as reference if required.

#### **5.4 WHMIS and Transportation of Dangerous Goods (TDG)**

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

#### **6. Safety Data Sheets (SDS)**

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



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

## **7. Other**

7.1 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.

7.2 Due to issues such as human resources and automation, ECCC retains the right to terminate the contract without penalty upon sixty (60) days written notice; or, in part, (de-scoping) upon sixty (60) days written notice by ECCC. If the requirement is descoped, a new acceptable monthly/daily/hourly rate will be negotiated.



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

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

Liquidated Damages reductions in scheduled payments for non-performance represents a genuine of the loss that will be incurred by Environment Canada in the event that the Contractor is responsible for delayed or missing aerological data.

**DEFINITION OF SITUATIONS:**

<p><b>NORMAL RELEASE</b></p>	<p>Every effort must be made to perform the aerological release at 11:15 UTC (morning) and 23:15 UTC (evening).</p> <p>Due to conditions beyond the control of the Contractor there may be short delays in performing the release and actual release times between 11:15 and 11:29 UTC (morning) and 23:15 and 23:29 UTC (evening) will be considered "normal".</p>
<p><b>EARLY RELEASE</b></p>	<p>Releases must not be attempted in advance of 11:15 UTC (morning) and 23:15 UTC (evening). If an aerological release is made prior to 11:15 UTC for the morning observation or prior to 23:15 UTC for the evening observation it will be considered "early".</p> <p><b>A reduction of one-half (0.5) times the aerological Observation rate may apply.</b></p>
<p><b>DELAYED RELEASE</b></p>	<p>If an aerological release is made after 11:29 UTC but before 13:45 UTC OR after 23:29 UTC but before 01:45 UTC, the release shall be deemed Delayed, must be logged as "DELAYED" and a message must be sent on the ECCC communications system advising of the delayed ascent.</p> <p>If the delay was caused by conditions beyond the control of the Contractor (i.e., equipment malfunction or weather), there shall be no reduction in the aerological observation rate to the Contractor.</p> <p>If the delay was caused by events other than equipment malfunction or weather (as determined by the Project Authority), there shall be a reduction in the payment to the Contractor of one-half (0.5) times the aerological Observation rate for each occurrence. A delayed release due to routine radiosonde or balloon rejections during preparation is not acceptable.</p>
<p><b>MISSED AEROLOGICAL OBSERVATIONS</b></p>	<p>If an aerological release is not attempted before 13:45 UTC (morning) and/or 01:45 UTC (evening), the observation shall be deemed "MISSING". A message must be sent on the ECCC communication system advising of the missed ascent.</p> <p><b>Releases must not be attempted after 13:45 UTC (morning) and 01:45 UTC (evening).</b></p> <p>If a release was attempted but due to conditions beyond the control of the Contractor (i.e., equipment malfunction, or weather), it was not successful, there shall be no reduction to the payment made to the Contractor.</p> <p>If a release was not attempted for reasons other than equipment malfunction or weather (as determined by the Project Authority), the Contractor will not be paid for the observation plus a reduction in the payment to the Contractor of one (1.0) times the aerological Observation rate for each occurrence.</p>



<p style="text-align: center;"><b>INCLEMENT WEATHER/ROAD CONDITIONS</b></p>	<p>If the weather or road conditions are such that the Contractor could not reasonably be expected to travel to the upper air station to attempt an aerological release, the Contractor will not be liable for non-performance liquidated damages resulting from the missed observation; however, the Stony Plain Service Desk <b>MUST</b> still be notified 1 877 292-0939.</p> <p>If the following criteria are met, payment will not be made for the ascent, but non-performance liquidated damages will not apply:</p> <ol style="list-style-type: none"> <li>1. Prevailing wind speed greater than sixty (60) kilometers/hour; and</li> <li>2. Either             <ol style="list-style-type: none"> <li>a. Prevailing visibility less than four hundred (400) meters (1/4 mile) or</li> <li>b. Wind chill -50°C or colder</li> </ol> </li> </ol> <p>The Contractor will not be held liable for non-performance penalties resulting from the missed ascent due to inclement weather/road conditions; however, in order to avoid penalties for non-performance the Stony Plain Service Desk <b>MUST</b> be contacted at <b>1-877-292-0939</b> or by email at <a href="mailto:StonyPlainService@ec.gc.ca">StonyPlainService@ec.gc.ca</a> . If the call is not made, the survey will be considered to be missing and penalties for non-performance will be applied.</p> <p>If the weather conditions in in the above paragraph do not exist, but in the opinion of the Contractor attempting an observation will cause a significant risk to the observer's health and safety, the Contractor is not obligated to attempt an aerological observation and penalties for non-performance will not apply, however, the Stony Plain Service Desk <b>MUST</b> be contacted at 1-877-292-0939.</p> <p>If the contract resource cannot make it to the Upper Air Station for reasons other than inclement weather, such as building maintenance issues, vehicle issues or for any other reason than the Stony Plain Service Desk <b>MUST</b> contacted at 1-877-292-0939.</p> <p>In the case, it is considered as missed ascent, the Contractor will not be paid for the observation <i>plus</i> a reduction of one (1.0) times the aerological Observation rate will be applied.</p>
<p style="text-align: center;"><b>OBSERVATION QUALITY</b></p>	<p>If an error is made in the preflight setup of the aerological instrument which causes the flight data to become invalid (surface temperature, pressure, etc. are incorrect), there will be a reduction in payment to the Contractor of one- half (0.5) times the aerological observation rate.</p> <ul style="list-style-type: none"> <li>• A sustained number of delayed, missing, or inaccurate ascents can result in termination of the Contract for cause.</li> <li>• 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.</li> <li>• <b>Penalties for non-performance for quality control are applied to the Contractor's monthly performance and not to any individual observer's performance.</b></li> </ul>
<p style="text-align: center;"><b>AEROLOGICAL MESSAGE TRANSMISSION</b></p>	<p>If any messages are transmitted late, the aerological release will be considered "DELAYED".</p>



	<p>If any of the messages are not transmitted within one (1) hour of the required transmission times, the release will be considered "MISSING".</p> <p><b><u>The observer MUST check to ensure that all messages are transmitted as required.</u></b></p> <p>Penalties will not apply in the event of DELAYED or MISSING aerological messages caused by equipment malfunction, weather conditions (as outlined in this document), early balloon burst, multiple releases and/or total communication system failure.</p> <p><u>In the case messages are considered DELAYED or MISSING</u>; penalties will apply accordingly.</p>
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**DAMAGES FOR NON-PERFORMANCE – SUPPLEMENTARY PROGRAMMES**

**Non-Delivery – Supplementary Programs**

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



## APPENDIX 3 TO ANNEX A HAZARDS

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:

- hydrogen fire and/or explosion
- asphyxiation from hydrogen or helium
- eye/ear injury from ruptured balloons
- exposure to radiation from computer monitors
- frost bite while working on outdoor equipment.
- slip, trip and fall hazards while releasing balloons.
- injury from high pressure helium cylinders (explosion and crushing injuries)
- working alone in a remote location
- opening/closing of the inflation building main overhead door
- climbing tall ladders to change light bulbs and/or calibrating sensors.
- fire extinguishers (explosion and asphyxiation)
- electrocution
- encounters with wildlife while working outdoors.
- cuts and/or punctures while maintaining equipment.

### **2. Chemical Hazards**

Some of the known chemical hazards on station are:

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



## **APPENDIX 4 TO ANNEX A APPLICABLE DOCUMENTS**

### **Documents To Be Provided at Contract Award:**

Manual of Upper Air Observations (MANUPP)

Hogen Operation and Maintenance Manuals

Aqua Solutions Operations Manual

Safety and Health Manual for Atmospheric Environment Program

Aerological Observer's Course Training Manual

Snow Survey Module 2.4

Ice Survey Module 2.5

ECCC Observer Qualification Policy

The Upper Air Monthly Station Report:

- Staff
- Flight Summary and Flight Log
- Station Stock
- Occupational Health and Safety and SDS
- HOKEN Daily, H20 and Monthly
- Supplementary Duties





**ANNEX “B”, BASIS OF PAYMENT**

The Bidder’s prices must be submitted based on the Usage Quantities described below. The price must be stated per year and not include GST/HST. Overhead and profit are to be included in the firm, all-inclusive rates. FOB destination, Canadian customs duties and excise taxes included.

Liquidated Damages will apply in the event of delayed, missing data or non-performance as described in Appendix 2 to Annex A.

For the work described in Annex A – Statement of Work, this basis of payment applies:

**Table 1.1  
Firm Contract Year 1 - (January 1, 2024 – September 30, 2024)**

Line	Description	Usage Quantity	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations (two per day)	<b>548</b>	Each	\$_____	\$_____
2.	Month End Reports	<b>9</b>	Each	\$_____	\$_____
3.	Snow Survey	<b>11</b>	Each	\$_____	\$_____
4.	Ice Survey	<b>24</b>	Each	\$_____	\$_____
<b>Pricing Schedule 2 - additional “As and When Requested” work.</b> The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
5.	Additional observations as and when requested throughout the contract year	<b>27</b>	Each	\$_____	\$_____
6.	Hourly labour rate	<b>54</b>	hours	\$_____	\$_____
<b>(A) Total Estimated Price - Firm Contract Year 1:</b>					\$_____
Tax ( <i>insert at contract award</i> )					
<b>TOTAL</b> ( <i>insert at contract award</i> )					



**Table 1.2**  
**Firm Contract Year 2 - (October 1, 2024 – September 30, 2025)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p><b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.</p>					
1.	Aerological Observations (two per day)	730	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____
3.	Snow Survey	16	Each	\$_____	\$_____
4.	Ice Survey	34	Each	\$_____	\$_____
<p><b>Pricing Schedule 2 - Additional “As and When Requested” work.</b> The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
5.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
6.	Hourly labour rate	72	hours	\$_____	\$_____
<b>(B) Total Estimated Price - Firm Contract Year 2:</b>					\$_____
Tax ( <i>insert at contract award</i> )					
TOTAL ( <i>insert at contract award</i> )					

**Table 1.3**  
**Firm Contract Year 3 - (October 1, 2025 – September 30, 2026)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
------	-------------	-----------------	---------------	-----------------	----------------------



<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations (two per day)	<b>730</b>	Each	\$_____	\$_____
2.	Month End Reports	<b>12</b>	Each	\$_____	\$_____
3.	Snow Survey	<b>16</b>	Each	\$_____	\$_____
4.	Ice Survey	<b>34</b>	Each	\$_____	\$_____
<b>Pricing Schedule 2 - Additional "As and When Requested" work.</b> The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.  Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
5.	Additional observations as and when requested throughout the contract year	<b>36</b>	Each	\$_____	\$_____
6.	Hourly labour rate	<b>72</b>	hours	\$_____	\$_____
<b>(C) Total Estimated Price - Firm Contract Year 3:</b>					\$_____
Tax ( <i>insert at contract award</i> )					
TOTAL ( <i>insert at contract award</i> )					

**Table 1.4**  
**Option Period 1 - (October 1, 2026 – September 30, 2027)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations (two per day)	<b>730</b>	Each	\$_____	\$_____
2.	Month End Reports	<b>12</b>	Each	\$_____	\$_____



3.	Snow Survey	16	Each	\$_____	\$_____
4.	Ice Survey	34	Each	\$_____	\$_____
<p><b>Pricing Schedule 2 - Additional “As and When Requested” work.</b>            The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p> <p>Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.</p>					
5.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
6.	Hourly labour rate	72	hours	\$_____	\$_____
<b>(D) Total Estimated Price - Option Period 1:</b>					\$_____
Tax ( <i>insert at contract award</i> )					
TOTAL ( <i>insert at contract award</i> )					

**Table 1.5**  
**Option Period 2 - (October 1, 2027 – September 30, 2028)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<p><b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.</p>					
1.	Aerological Observations (two per day)	732	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____
3.	Snow Survey	16	Each	\$_____	\$_____
4.	Ice Survey	34	Each	\$_____	\$_____
<p><b>Pricing Schedule 2 - Additional “As and When Requested” work.</b>            The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.</p>					



Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.

5.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
6.	Hourly labour rate	72	hours	\$_____	\$_____
<b>(E) Total Estimated Price - Option Period 2:</b>					\$_____
Tax ( <i>insert at contract award</i> )					
TOTAL ( <i>insert at contract award</i> )					

**Table 1.6**  
**Option Period 3 - (October 1, 2028 – September 30, 2029)**

Line	Description	Estimated Usage	Unit of Issue	Firm Unit Price	Total Estimated Cost
<b>Pricing Schedule 1 - Firm All Inclusive Prices</b> - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the Statement of Work at Annex A.					
1.	Aerological Observations (two per day)	730	Each	\$_____	\$_____
2.	Month End Reports	12	Each	\$_____	\$_____
3.	Snow Survey	16	Each	\$_____	\$_____
4.	Ice Survey	34	Each	\$_____	\$_____
<b>Pricing Schedule 2 - Additional "As and When Requested" work.</b> The Contractor will be paid the following firm hourly rates, for work performed pursuant to this Contract, in accordance with the Statement of Work at Annex A.					
Note that the following Usage Quantity is for evaluation purposes only. Actual usage may vary.					
5.	Additional observations as and when requested throughout the contract year	36	Each	\$_____	\$_____
6.	Hourly labour rate	72	hours	\$_____	\$_____
<b>(F) Total Estimated Price - Option Period 3:</b>					\$_____
Tax ( <i>insert at contract award</i> )					
TOTAL ( <i>insert at contract award</i> )					



*(for evaluation purposes, to be deleted at contract award)*

Financial Evaluation Summary:	
Total Price - Firm Contract Year 1 (A):	\$ _____
Total Price - Firm Contract Year 2 (B):	\$ _____
Total Price - Firm Contract Year 3 (C):	\$ _____
Total Price - Option Period 1 (D):	\$ _____
Total Price - Option Period 2 (E):	\$ _____
Total Price – Option Period 3 (F)	
Total Evaluation Bid Price (A+B+C+D+E+F):	\$ _____



### ANNEX "C", SECURITY REQUIREMENTS CHECK LIST



Government of Canada  
Gouvernement du Canada

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

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government  
of Canada

Gouvernement  
du Canada

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<b>PART A (continued) / PARTIE A (suite)</b>	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b>	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS	<input type="checkbox"/> SECRET SECRET
	<input type="checkbox"/> NATO SECRET NATO SECRET
	<input type="checkbox"/> TOP SECRET TRÈS SECRET
	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : _____	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.	
10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui  <input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b>	
<b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b>	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>PRODUCTION</b>	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b>	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui

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

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

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

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

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No  
Non  Yes  
Oui

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

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No  
Non  Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**ANNEX “D”, TECHNICAL CRITERIA**

**COMPLIANCE MATRIX - MANDATORY TECHNICAL CRITERIA**

<b>No.</b>	<b>Mandatory Technical Criteria (MT)</b>	<b>Performance Specification Met / Not Met</b>	<b>Cross Reference:</b> In this column, Bidders are requested to cross-reference where this performance specification is indicated in their supporting documents.
M1	<p>The bidder must provide a minimum of three (3) resources and must designate one (1) station manager and two (2) support resources.</p> <p>To demonstrate it meets this requirement the Bidder must provide:</p> <ul style="list-style-type: none"> <li>i. Name of the resource and;</li> <li>ii. Identify the role of the resource whether it is a station manager or support resource</li> </ul>		
M2	<p>The bidder must provide the resumé of the proposed Station Manager that demonstrates it has ONE of the following:</p> <ul style="list-style-type: none"> <li>• experience as an upper air observer for a minimum of two (2) years in the past eight (8) years from bid closing date</li> <li>• experience supervising or managing a team for minimum of two (2) years in the past eight (8) years from bid closing date.</li> </ul> <p>To demonstrate it meets the requirement, the Bidder must provide a resume detailing the experience of the proposed station manager. For each work experience identified in its resume towards meeting this criterion, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>i. Name of the client organization for whom the work was performed.</li> <li>ii. Location and job title</li> <li>iii. Number of person(s) on the team managed by the proposed resource</li> <li>iv. Dates or duration of work experience acquired during the project, mm/yyyy</li> <li>v. Name, title, email and/or phone number of a customer reference contact person from the client organization to whom the services were provided (that can validate the information provided by the bidder)</li> </ul>		
M3	<p>Resumes of all the proposed observers and designated station manager must be included in</p>		



	<p>the bid submission. Resumes <b>MUST</b> include the following:</p> <ul style="list-style-type: none"> <li>• <b>Education</b> (at a minimum, resource must list that they have a Secondary School diploma or equivalent (GED), the school or location, and year it was obtained.</li> <li>• <b>Experience</b> using Microsoft Windows Operating System, include a minimum of two Microsoft programs you have applied in your experience, such as Word, Excel, Outlook</li> <li>• <b>Detailed work history</b> including dates MM/YY, role, and description of work</li> </ul>		
M4	<p>The Bidder must provide in its bid a signed letter confirming the availability and willingness of each resource, including the station manager to perform the Work and undergo the training required under the resulting Contract.</p> <p>The Bidder must demonstrate by using the template provided under Attachment 1 to Annex D, Letter of Availability and Willingness to perform the Work under the Contract, for each of the proposed resources.</p>		

## 2.0 POINT-RATED TECHNICAL CRITERIA

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

For the bid to be valid, the bidder must obtain a minimum pass mark of 74 points score within the technical evaluation based on the following grid. Bids that obtain less than 74 points will be considered non-responsive. Maximum points available: 105 points.

No.	Point-Rated Technical Criteria (RT)	Score	Rating
RT1	<p><b>Plan for the Execution of the Observations program:</b> The Bidder should provide a detailed plan describing how it plans to perform tasks in support of the Aerological Program and Data Collection requirements.</p> <p>The Bidder's plan should include a detailed description of the tasks to be performed on station with an emphasis on standard operating flight procedures and maintenance tasks. The Bidder's plan should include an emphasis on performance standards on timeliness and accuracy.</p> <p>Bidder's will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> <li>• Sequence of launch times for daily observations – 2 points</li> <li>• Criteria for delayed releases – 2 points</li> <li>• Criteria for second releases – 2 points</li> <li>• Reasons for missed observations – 2 points</li> <li>• Inventory stock – 2 points</li> </ul>	<b>Maximum Points: 14</b>	



	<ul style="list-style-type: none"> <li>• Helium – 2 points</li> <li>• Stony Plain Service Desk – 2 points</li> </ul>		
RT2	<p><b>Plan for monitoring of observations and quality control:</b> The Bidder should provide a detailed plan that describes with sufficient supporting information how it will monitor observations and perform quality control of observations.</p> <p>The Bidder's plan should provide a detailed schedule of quality assurance tasks which include; the production of month end reports or performance log and how anomalies will be tracked and reported against after incomplete observations.</p> <p>Bidder's will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> <li>• Production of monthly reporting/month end reports – 4 points</li> <li>• Production of performance log and how anomalies will be reported – 4 points</li> <li>• Procedures to ensure that resource performance will remain at a high level. This could include items such as, but not limited to: spot checks, work attendance reporting how anomalies will be tracked after incomplete observations, etc. – 2 points</li> </ul>	<b>Maximum Points: 10</b>	
RT3	<p><b>Personnel Allocation Plan:</b> The Bidder should describe its plan for allocating personnel who are tasked to perform the duties under the Contract.</p> <p>Bidder's will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p> <ul style="list-style-type: none"> <li>• Provide a rotation shift schedule for 60 calendar days – 5 points</li> <li>• Using the schedule or in writing demonstrate plans to cover the following: <ul style="list-style-type: none"> <li>○ one shift on short notice (same day) due to employee illness – 5 points</li> <li>○ when resource is absent for extended period of time – 5 points</li> </ul> </li> <li>• Using the schedule demonstrates the allocation of monthly tasks between the Station Manager and proposed resources dedicated to the contract – 5 points <ul style="list-style-type: none"> <li>○ Monthly tasks may include but not limited to: Housekeeping tasks, empty trash cans, clear snow of doors, create schedule, dust, etc</li> </ul> </li> </ul>	<b>Maximum Points: 20</b>	
RT4	<p><b>Occupational Health and Safety (OHS) Plan:</b> The Bidder 's OHS plan should include:</p> <p>Purpose (8 points)</p> <ul style="list-style-type: none"> <li>• Describe how the OHS plan will protects its employees – 2 points</li> <li>• Describe how the safety awareness will be promoted in the workplace – 2 points</li> <li>• Describe how safety awareness will be monitored on a daily basis at the station – 2 points</li> <li>• Describe how health and safety regulations will be enforced and how unacceptable performance of health and safety duties will not be tolerated – 2 points</li> </ul> <p>Training and Certifications (3 points, 1 point per bullet)</p>	<b>Maximum Points: 21</b>	



	<ul style="list-style-type: none"> <li>• Upper Air</li> <li>• WHMIS: Workplace Hazardous Materials Information System</li> <li>• TDG: Transportation of Dangerous Goods</li> </ul> <p>Basic site safety management:(up to maximum 10 pts, 1 point per bullet)</p> <ul style="list-style-type: none"> <li>• Identify the hazard</li> <li>• Follow safe work practices</li> <li>• Working alone policy</li> <li>• Local emergency contact information</li> <li>• Workplace specific considerations:</li> <li>• Current Safety Data Sheets</li> <li>• Use of Personal Protective Equipment (PPE)</li> <li>• Reporting and investigating accidents/incidents</li> <li>• Emergency response plan</li> <li>• Staff accountability</li> </ul> <p>Bidder's will receive full points for each of the following items that are included, and described, in the Bidder's plan. No partial points will be awarded.</p>		
RT5	<p><b>Public Sector Experience of Bidder:</b> The Bidder should demonstrate in its bid that it has experience working with the public sector. For each experience working with the public sector the bidder should provide the following information:</p> <ol style="list-style-type: none"> <li>a. Name of organization/client;</li> <li>b. Title of project/contract;</li> <li>c. Description of the work;</li> <li>d. Start and end dates YYYY/MM;</li> <li>e. Geographic location; and</li> <li>f. Name and contact information (e-mail, telephone number) of a reference who maybe contacted to verify the information provided.</li> </ol> <p>Points will be allocated as follows: One (1) point for each year of relevant experience for which the above information is fully provided, up to a maximum of ten (10) points. Projects with a duration of less than one (1) year will not accepted.</p> <p>* Note: points will only be awarded for the corporate experience of the Bidder (i.e. the firm's experience). Points will not be awarded under this criterion for the experience of individuals, including the station manager or the observers.</p>	<b>Maximum Points: 10</b>	
RT6	<p><b>Resource Experience</b></p> <ol style="list-style-type: none"> <li>a. Experience of the Delegated Station Manager             <ol style="list-style-type: none"> <li>i. Experience Supervising two or more people. Supervising may include managing workflow, training new employees, creating schedules etc. (1 point for each year to a maximum of 5 points)</li> <li>ii. Demonstrated aerology or meteorology experience. (5 points)</li> </ol> </li> <li>b. Experience of proposed contract resource #1 Demonstrated aerology or meteorology experience. (5 points)</li> <li>c. Experience of proposed contract resource #2 Demonstrated aerology or meteorology experience. (5 points)</li> <li>d. Additional proposed contract resources             <ol style="list-style-type: none"> <li>i. 5 points per additional resource for a maximum of 10 points</li> </ol> </li> </ol>	<b>Maximum Points: 30</b>	



	Experience of the delegated Station Manager and proposed resources must be included in each resume. Points will be allocated as follows: One (1) point for each year of relevant experience, up to a maximum of five years (5 points). Experience less than one (1) year will not be given any points.		
	TOTAL MINIMUM POINTS ACCEPTABLE	<b>74</b>	
	TOTAL MAXIMUM POINTS AVAILABLE	<b>105</b>	



**ATTACHMENT "1" to Annex D  
LETTER OF AVAILABILITY AND WILLINGNESS  
TO PERFORM WORK UNDER THE CONTRACT**

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

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

\_\_\_\_\_

Name and Signature

\_\_\_\_\_

Date



## ANNEX “E” INUIT BENEFITS PLAN

### Part A – Inuit Benefits Plan

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex E, Part B (INUIT BENEFITS PLAN EVALUATION).

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

### Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunnngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunnngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an “Eligible Inuit Employee” or as an “Eligible Inuit Trainee”, not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:





- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

### **Evaluation and Assessment of IBP Commitment**

The Contractor must provide their IBP Commitments based on the requirement identified in Annex "B", Basis of Payment.

The Contractor will be assessed every month on their total IBP commitments. For example, in Inuit Benefits Criteria (IBC), Eligible Inuit Employment (EIE), **if your commitment percentage is 50%**, you should commit a minimum of 50% towards Inuit Employment labour hours over the entire contract period. The IBP commitment will be prorated against the total contract labour hours of work.

It is recommended that the Contractor provides an IBP Commitment Schedule detailing commitments for each criteria over the entire period of the requirement.

Documentation to support commitments made by Bidders should include, but is not limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the tender being declared non-responsive.

### **Supporting Documentation**

Bidders must provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Inuit labour, and subcontracting/supplier commitments.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion. Conversely, one cannot change their commitments by providing additional information.

The following are examples of what a bidder may provide to demonstrate their commitments. Note this is not an exhaustive list and bidders are responsible for providing sufficient detail to support the plan outlined and commitments made.

### **Inuit Employment**

- list of specific positions, categories, overall percentage of labour;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Inuit;
- strategies for recruitment of Inuit;
- strategies for retention of Inuit for long-term, multi-year projects; and
- strategies for staff management.

### **Inuit Training and Skills Development**

- outline the activities that support Inuit training and skills development;
- demonstrate how the development will build job specific skills;
- strategies for recruitment of Inuit; and
- strategies for retention of Inuit for long-term, multi-year projects.



**Inuit Ownership (of Prime and Sub-contractors / suppliers)**

- names of companies contacted and the natures of the undertakings;
- list of specific Inuit businesses that will be Sub-contractors / suppliers;
- the type of work to be carried out by Inuit businesses; and
- how Inuit Firms will be managed from developing sources of supply to administration

**Head Office**

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.
- Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.

**Commitment Tables**

The tables in Part B should be used by bidders to submit their proposals and to supplement their response.

**Contractor Selection**

For IBP commitment, to establish the commitment score, each responsive bid will be assigned points as detailed in the IBC table below.

The Contractor selection will be based on the highest responsive combined rating of IBP, price and technical rating.

**INUIT BENEFITS PLAN CRITERIA**

The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area (NSA) and Her Majesty the Queen in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.

<b>Inuit Benefits Criteria (IBC)</b>		
	<b>Inuit Employment</b> to evaluate the employment of Inuit Labour.	<b>Points</b>
<b>IB1</b>	<p>Bidders are requested to demonstrate their commitment to use on-site Inuit from the Nunavut Settlement Area, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Contractor staff and/or sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p><b>An Eligible Inuit Employee (EIE) must meet the following criteria:</b></p> <ol style="list-style-type: none"> <li>1. An individual who is performing services related to the project for a Contractor, sub-contractor or supplier who has work related to the project; and</li> <li>2. An individual registered on the Nunavut Inuit Enrolment list</li> </ol> <p>0-100% of total labour hours = 0-15 points. Points will be assigned based on a percentage % of the total Points available.</p>	<b>/15</b>



	<p><b>Example:</b> <b>Bidder guarantees 65% of total labour hours will be Inuit</b></p> <p>Total No. of EIE Hours for this Contract = <math>\frac{2,918.5\text{hrs}}{4,490\text{hrs}} \times 100 = 65\%</math></p> <p><b>65 % x 15 = 9.75 points</b></p> <p><b>NOTE:</b> Bidders must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your supporting documentation.</p> <p><b>This Criterion is worth 15% of the bid evaluation points available.</b></p> <p>Holdback conditions will apply to this criterion.</p>	
<p><b>IB2</b></p>	<p><b>Inuit ownership</b> (Contractor and/or subcontractors): to evaluate whether the Bidder is an Inuit firm on the IFR, and whether Inuit firms on the IFR will be engaged as subcontractor(s) in carrying out the government contract</p> <p>Bidders are requested to demonstrate the use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services from IFR businesses.</p> <p>If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Bidders should provide their guarantee of Inuit Contractor/ subcontractor/ supplier in accordance with the following:</p> <p>Points will be assigned to Bidder as follows:</p> <p>Total dollar value guarantee of IFR contracting / Estimated value of contracting (bid price + any applicable amendments) = _____ x ____ total points available = assigned points</p> <p><b>Example:</b> Estimated value of Contract: \$100,000. Total guarantee of IFR contracting: \$55,000</p> <p><math>\\$55,000 / \\$100,000 = 0.55 \times 15 = 8.25</math> points</p> <p><b>NOTE:</b> Inuit ownership <b>MUST</b> be supported by a list of specific Contractor / subcontractor(s) / supplier(s) that can be confirmed on the IFR.</p> <p>The list of specific Contractor / subcontractor(s) / supplier(s) confirmed for Inuit Ownership must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.</p> <p><b>This Criterion is worth 15% of the bid evaluation points available.</b></p>	<p><b>/15</b></p>



	Holdback conditions will apply to this criterion.	
<b>Nunavut Benefits Criteria</b>		
<b>IB3</b>	<b>Location in the NSA:</b> to evaluate whether the Bidder or the subcontractor(s) have head offices, staffed administrative office or other staffed facilities in the Nunavut Settlement Area (NSA).	
	<p>Bidders are requested to demonstrate the Contractor / sub-contractor(s) / supplier(s) performing work under the government contract have new or existing head office, staffed administrative office or other staffed facilities in the Nunavut Settlement Area.</p> <p>A maximum of 5 points will be assigned for this criterion. Points will be assigned as follows:</p> <ol style="list-style-type: none"> <li>1. Head Office (2 points)</li> <li>2. Staffed Administrative Office (2 points)</li> <li>3. Other Staffed Facilities (1 point)</li> </ol> <p><b>Location Proposal</b> Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> <li>• a description of the locations, including addresses;</li> <li>• describe the nature of the firm's presence in the NSA; and</li> <li>• number of years the firm has been in the identified locations in the NSA.</li> </ul> <p><b>This Criterion is worth 5% of the bid evaluation points available.</b></p> <p>Holdback conditions will apply to this criterion.</p>	<b>/5</b>

Criteria	Total Points Available	Total Score
Inuit employment	15	/15
Inuit ownership/sub-contractors/suppliers	15	/15
Location in the Nunavut Settlement Area (NSA)	5	/5
<b>Grand Total</b>		<b>/35</b>



**PART B – INUIT BENEFITS PLAN EVALUATION**

For a bid to be assigned points for commitments made in respect of any IBP bid criteria, **the Bidder must provide proof with their bid** to demonstrate how they will meet the objective of each criterion. Bidders may use the below **Commitment Tables** to supplement the IBP submission provided in their bid.

Canada reserves the right to verify any information provided in the IBP and that untrue statements may result in the bid being declared non-responsive.

	<b>Inuit Benefits Plan Evaluation Criteria</b>	<b>Points Available</b>	<b>Proposal Page No.</b>
<b>IB1</b>	Inuit Employment	/15	
<b>IB2</b>	Inuit Ownership (Contractor/subcontractors/suppliers)	/15	
<b>IB3</b>	Location in the NSA (Head offices, staffed administrative offices or other staffed facilities)	/5	
Total Inuit Benefits Plan Evaluation Rating:		<b>/35</b>	

**BIDDER COMMITMENT AND CERTIFICATION**

**Commitment Table 1 – Eligible Inuit Employment (EIE) Commitment**

Dollar value must be the gross dollar value that will be paid (in CAD) to the EIEs for work performed under the contract. Add as many lines as need be in the below table.

Commitments below identify EIEs and EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff**.

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for **each** [Period/Year/Phase/Other](#) in the corresponding tables.

**1-A Total EIE**

[Period/Year/Phase/Other](#): \_\_\_\_\_

<b>Column</b>		<b>(A)</b>	<b>(B)</b>	<b>(C)</b>
<b>Item</b>	<b>Employment Type or Position</b>	<b>Hourly Rate</b> (for the employment type or position)	<b>EIE Hours</b>	<b>Dollar Value (A x B)</b> (taxes extra)
EIE-1		\$		\$
EIE-2		\$		\$
EIE-X		\$		\$
<b>Total for <u>this</u> <a href="#">Period/Year/Phase/Other</a></b>				<b>\$</b>



Total for <u>all</u> Period/Year/Phase/Other	Total EIE Hours (Contractor and subcontractor)		Total Dollar Value (Contractor and subcontractor)	
		(A1)	\$	(A2)

**IBP Commitment Implementation**

Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitment, as described in Annex C – Part A.

**Bidders must clearly indicate where in their proposal this information has been provided.**

**Commitment Table 2 – Inuit Ownership Commitment**

Inuit Ownership commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

Bidders must provide their IFR identification (ID) number to be awarded points toward Inuit ownership.

Bidders are required to detail commitments for **each** Period/Year/Phase/Other in the corresponding tables.

**3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment**

Period/Year/Phase/Other: \_\_\_\_\_

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Supplies/Services
IFR-2				\$
IFR-3				\$
IFR-X				
	<b>Dollar Value of IFR (Contractor/subcontractor/supplier) for <u>this</u> Period/Year/Phase/Other</b>			\$

<b>Total Dollar Value of IFR (Contractor/subcontractor/supplier) for <u>all</u> Period/Year/Phase/Other</b>	\$	(F)
---	----	-----

**IBP Commitment Implementation**



Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their Inuit Ownership commitment, as described in Annex C – Part A.

**Bidders must clearly indicate where in their proposal this information has been provided.**

**Commitment Table 3 – NSA Location Commitment**

Bidders are required to detail commitments for **each** [Period/Year/Phase/Other](#) in the tables that correspond to that Period/Year/Phase/Other.

Bidders to demonstrate the Contractor / sub-contractor(s) / supplier(s) performing work under the government contract have new or existing head office, staffed administrative office or other staffed facilities in the Nunavut Settlement Area		
Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

**Bidder Certification**

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or as requested by the Contracting Authority.

**Inuit Benefits Plan Certification:**

\_\_\_\_\_ **PRINT NAME**

\_\_\_\_\_ **SIGNATURE**

\_\_\_\_\_ **DATE**

The Bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.



## PART C – IBP Progress Report

The IBP Progress Report is comprised of tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice.

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each month of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

### Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

### Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract terms for further details regarding such situations.

The Contractor must **inform the Contracting and Canada's IBP Authority immediately** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

### Key Terms

1. Eligible Inuit Employee (EIE) is:
  - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and





- b) a beneficiary of the Nunavut Agreement ( <https://nlca.tunnngavik.com/> ) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

[https://www.tunnngavik.com/initiative\\_pages/enrolment-program/enrol-in-the-nunavut-agreement/](https://www.tunnngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/)

- 2. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:
  - a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). ( <https://inuitfirm.tunnngavik.com/> ) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

**Return Reports to:**

**Contracting Authority Name:** Megan Filliol

**Email:** [megan.filliol@ec.gc.ca](mailto:megan.filliol@ec.gc.ca)

**INUIT EMPLOYMENT**

**Table 1 – EIE Progress Report**

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Period/Year/Phase/Other: \_\_\_\_\_

**1-A EIE**

ITEM	Hourly Rate	EIE Hours in this Progress Report (Contractor and subcontractor)		Dollar Value paid to EIE in this Progress Report (Contractor and subcontractor)	
		Committed	Achieved	Committed	Achieved
EIE - 1	\$			\$	\$
EIE - 2	\$			\$	\$
EIE - X	\$			\$	\$
<b>Total for this Progress Report</b>				\$	\$

**1-B EIE Cumulative**

<b>Total EIE Hours committed in the IBP (A1)</b>		<b>Total Dollar Value committed for EIE Hours in the IBP (A2)</b>	\$
--	--	---	----



<b>Total EIE Hours achieved for all Periods/Years/Phases/Other, up to now and including this one</b>		<b>Total Dollar Value paid toward EIE Hours for all Periods/Years/Phases/Other, up to now and including this one</b>	\$
Total EIE Hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$
<b>% of EIE Hours achieved toward EIE hours committed</b>		<b>% Dollar Value paid toward EIE Hours committed</b>	

On track (Yes or No) ? If no, the sections below **MUST** be completed prior to submission of this report

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

**INUIT OWNERSHIP**

**Table 2 – Inuit Ownership Progress Report**

**3-A Total Inuit Contractor/Sub-Contracting/Supplier**

Period/Year/Phase/Other: \_\_\_\_\_

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Progress Report	
				Committed	Achieved
IFR-1				\$	\$



	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Progress Report for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services in this <b>Progress Report</b>				\$	\$

**3-B Cumulative**

<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services in all <b>Periods/Years/Phases/Other,</b> including this one.	\$
<b>Total Dollar Value</b> for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP <b>(F)</b>	\$
<b>Total Dollar Value remaining</b>	\$

**On track (Yes or No) ?** If no, the sections below **MUST** be completed prior to submission of this report

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)



**LOCATION IN THE NUNAVUT SETTLEMENT AREA**

**Table 3 – NSA Location Commitment Progress Report**

**4-A Location of Business in the NSA**

Period/Year/Phase/Other: \_\_\_\_\_

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the

**On track (Yes or No) ?** If no, the sections below **MUST** be completed prior to submission of this report

**IBP Deviation Explanations** (Use additional pages if necessary)

**Proposed Adjustments and/or Alternative commitments** (Use additional pages if necessary)

**Comments** (Use additional pages if necessary)

***Each IBP progress report must include the certification below.***

**Contractor Certification**



**IBP PROGRESS CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**                      **SIGNATURE**                      **DATE**

**CONTRACT NUMBER:** \_\_\_\_\_

The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.

The Contractor further certifies, and is prepared to provide support to demonstrate, that:

1. Where work or training has been attributed to Inuit workers or Inuit trainees , that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and
2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.



**PART D – HOLDBACK FOR THE NON-PERFORMANCE OF IBP COMMITMENTS**

Refer to resulting contract Articles of Agreement, section 7.7 Payment, subsection 7.7.3.1 Nunavut Directive: Inuit Benefits Plan (IBP) Holdback for details.

<b>INUIT BENEFITS PLAN ACHIEVEMENT HOLDBACK DEDUCTION CHECKLIST: FINAL IBP ASSESSMENT</b>		
<b>Step #</b>	<b>Contractor:</b> _____	
	<b>Total Contract Value (excluding tax):</b> \$ _____	
<b>Inuit Benefits Criteria</b>		
<b>1</b>	<b>Inuit Employment</b>	
	Percentage Commitment	%
	Percentage Achieved including applicable amendment(s)	%
	<b>Met:</b> No applicable Holdback Deduction <b>Not Met:</b> Proceed to Table 1 to determine applicable Holdback Deduction	
<b>2</b>	<b>Inuit Ownership</b>	
	Total Dollar Value Commitment	\$ _____
	Total Dollar Value Achieved	\$ _____
	<b>Met:</b> No applicable Holdback Deduction <b>Not Met:</b> Proceed to Table 2 to determine applicable Holdback Deduction	
<b>Nunavut Benefits Criteria</b>		
<b>3</b>	<b>Location of Business in the NSA</b>	
	Points received during evaluation	
	1. Head Offices: ___/2 2. Staffed Administrative Office: ___/2 3. Other Staffed Facilities: ___/1	points
	Points Achieved	points
<b>Met:</b> No applicable Holdback Deduction <b>Not Met:</b> Proceed to Table 3 to determine applicable Holdback Deduction		Met / Not Met



<b>TABLE 1 - ASSESSMENT OF INUIT EMPLOYMENT HOLDBACK DEDUCTION</b>			
<b>Item #</b>	<b>Requirement</b>	<b>Weight</b>	<b>Score</b>
1	<p>Calculate the percentage of commitment achieved for Inuit Employment based on the following formula, where:</p> <p>Achieved %: (a)</p> <p>Proposed %: (b)</p> <p>Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤ 50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit employment commitments.</p> <p>Points awarded for Contractor due diligence based on the following scale:</p> <p>0 points – No information submitted to demonstrate efforts to meet the IBP commitment.</p> <p>2 points – Demonstrated little to no effort and made no Attempt to meet the IBP commitment.</p> <p>6 points – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.</p> <p>10 points – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.</p> <p><b>Due Diligence Score Assigned (out of 10) x 4 = Score</b></p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
4	<p><b>TOTAL CALCULATED HOLDBACK DEDUCTION:</b></p> <p>(100 - Total Assessed Score)% x (total contract value) x ___%</p>	\$	



<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>	
<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>	
	<b>Canada's IBP Authority</b>	<b>Contracting Authority</b>
	Signature	Signature

<b>TABLE 2 - ASSESSMENT OF INUIT OWNERSHIP HOLDBACK DEDUCTION</b>			
<b>Item #</b>	<b>Requirement</b>	<b>Weight</b>	<b>Score</b>
<b>1</b>	<p><b>Calculate the percentage of commitment achieved for Inuit ownership based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows: (a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.</p>	<b>60</b>	





2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to Contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier commitments.</p> <p><b>Points awarded for Contractor due diligence based on the following scale:</b></p> <p><b>0 points</b> – No information submitted to demonstrate efforts to meet the IBP commitment.</p> <p><b>2 points</b> – Demonstrated little to no effort and made no Attempt to meet the IBP commitment.</p> <p><b>6 points</b> – Demonstrated moderate effort while attempting to meet the IBP commitment and attempted to mitigate shortfalls.</p> <p><b>10 points</b> – Demonstrated outstanding effort to meet the IBP commitment and were proactive to mitigate shortfalls.</p> <p><b>Due Diligence Score Assigned (out of 10) x 4 = Score</b></p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<b>TOTAL CALCULATED IBP DEDUCTION:</b>	\$	
	<b>(100 - Total Assessed Score)% x (total contract value) x ____%</b>		
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<b>SIGNATURE OF EVALUATION PANEL:</b>		
	<b>Canada's IBP Authority</b>	<b>Contracting Authority</b>	
	Signature	Signature	



<b>TABLE 3 - ASSESSMENT OF LOCATION OF BUSINESS HOLDBACK DEDUCTION</b>			
<b>Item #</b>	<b>Requirement</b>	<b>Weight</b>	<b>Score</b>
<b>1</b>	<p>Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area (NSA).</p> <p>Calculate the score of commitments achieved for the existence of head offices, staffed administrative offices or other staffed facilities in the NSA based on the following formula, where:</p> <p>Evaluated Score at contact completion: (a) Evaluated Score at contact award: (b) Percentage achieved %: (c)</p> <p><math>(a) / (b) = (c) * 100</math></p> <p>Note: If (c) is <math>\leq 50\%</math>, the Contractor will receive 0 points. If (a) is greater than (b), the Contractor will receive the maximum weight of 60 points.</p>	<b>100</b>	
<b>2</b>	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
<b>3</b>	<p><b>TOTAL CALCULATED IBP DEDUCTION:</b></p> <p><math>(100 - \text{Total Assessed Score})\% \times (\text{total contract value}) \times</math> ____%</p>	<b>\$</b>	
<b>4</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		
<b>5</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>		
	<b>Canada's IBP Authority</b>	<b>Contracting Authority</b>	
	Signature	Signature	

All other terms and conditions of the Bid Solicitation remain the same.



## ANNEX "F" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## **ANNEX "G", INSURANCE REQUIREMENTS**

### **Commercial General Liability Insurance**

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



- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. 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. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice



234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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