



Transport
Canada

Transports
Canada

700, Leigh Capr  ol
Services administratifs
Dorval (Qu  bec)
H4Y 1G7

JUNE 28, 2013

Subject: Request for Proposal T3033-120094
Maintenance of the HVAC (Heating/Ventilation/Air Conditioning) Systems at Sept-  les
airport.

To whom it may concern,

The Department of Transport has a requirement to establish a contract for the services that are described in the Statement of work attached hereto as Annex "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T3033-120094**", together with the title of the work, name and address of your firm, and address it to:

Transports Canada
Services des March  s, du mat  riel et t  l  coms.
A/s Salle du courrier, pi  ce 2036
700, Leigh Capreol,
Dorval, (Qu  bec)
H4Y 1G7

Proposals must be received at the above noted address **no later than 14:00 hours Dorval local time on August 12, 2013**. **It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

Proposals submitted by **Fax, E-mail or Internet** will **not** be accepted.

Federal Contractor's Program for Employment Equity: Insert the following statement, if applicable:

If your tender or proposal is valued at \$200,000 or more (applicable taxes included), and your organization employs 100 or more permanent full-time or permanent part-time employees, the requirements contained in the Annex "G" on the Federal Contractors Program for Employment Equity may apply. Please refer to Annex "G".

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and methodology specified in Annex H.

PROPOSALS ARE TO BE SUBMITTED USING THE FOLLOWING TWO-ENVELOPE SYSTEM.

ENVELOPE 1 - TECHNICAL PROPOSAL

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Statement of work in sufficient detail to enable evaluation in accordance with the Evaluation Criteria specified in Annex H.

FOUR copies of the Technical Proposal are required.

NOTE: NO COST INFORMATION IS TO BE INCLUDED IN ENVELOPE 1.

ENVELOPE 2 - COST PROPOSAL

Bidders shall complete and return TWO copies of the "Offer of Services" (Annex "A") form in Envelope 2.

Note: Only cost information shall be provided in Envelope 2. All technical information supporting the proposal must be in Envelope 1 as Envelope 2 will only be opened after the technical evaluation is complete, and only if the technical proposal achieves at least the minimum score(s) indicated in the Evaluation Criteria.

Proposals that do not meet all the MANDATORY requirements will not be considered, and the Cost envelope will be returned to the bidder unopened.

The Offer of Services form is to be signed in accordance with the Requirements for Signature attached hereto as Annex K.

Both Technical Proposal and Cost Proposal envelopes are to be sealed and submitted together in a third envelope addressed to the Tender Reception address shown on Page 1 of this letter.

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the General Conditions attached hereto as Annex C.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Olivier Vigneault, Transport Canada at olivier.vigneault@tc.gc.ca, and must be received **before 12:00 hours (noon) July 23, 2013**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Olivier Vigneault at 514-633-3005 or Samuel Archambault at 514-633-2820.

The lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;**
- b. Cancel the bid solicitation at any time;**
- c. Reissue the bid solicitation; and**
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.**

By submitting a bid, the Bidder acknowledges Canada's rights under this section and waives any claim, or cause of action, against Canada by reason of Canada's exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

Yours truly,

Samuel Archambault
Contracting specialist
Contracting services and assets
Phone. : 514-633-2820
Email : samuel.archambault@tc.gc.ca

AND

Olivier Vigneault
Gestionnaire des services administratifs | Manager, Administratives Services
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Transport Canada | 700 Leigh Capreol, Dorval Quebec H4Y 1G7
Gouvernement du Canada | Government of Canada

Canada

LIST OF REQUEST FOR PROPOSAL DOCUMENTS (RFP)

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TRANSPORT CANADA

ANNEX « A »

OFFER OF SERVICES

OFFER FOR: Maintenance of the HVAC (Heating/Ventilation/Air Conditioning) Systems at Sept-Îles airport.

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____

PBN Number _____

Telephone Number: _____
Fax Number: _____
Contact Person: _____
Email Address: _____

1. The Undersigned (hereinafter referred to as “the Contractor”) hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as “Her Majesty”) as represented by the Minister of Transport (hereinafter referred to as “the Minister”) to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Statement of work which are attached hereto as Annex “B”.

2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
 - (i) This Offer form marked Annex “A”, attached hereto and entitled “Offer of Services”;
 - (ii) Document marked Annex “B”, attached hereto and entitled “Statement of work”;
 - (iii) Document marked Annex “C”, attached hereto and entitled “General Conditions”;
 - (iv) Document marked Annex “D”, attached hereto and entitled “Insurances”.

3. Period of Services

The Contractor hereby offers to perform the work commencing on contract award, on or about **September 1, 2013** and terminating on **August 31, 2018**.

4. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered costs. The all-inclusive fixed prices/rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, equipment and materials.

Information with respect to Provincial Sales Tax and Federal Sales Tax/Harmonized Sales Tax is provided in Article 4.3.

Bidders are not to make changes to the format or quantities in this Section as this may render their costing information inadmissible.

4.1 Contract Period: From September 1, 2013 to August 31, 2018

For the Maintenance of the HVAC Systems at Sept-Îles airport., the Contractor shall provide **an annual all-inclusive fixed price** in accordance with the requirements identified in the attached Annex “A”.

Contract Period	Annual all-inclusive fixed price
From September 1, 2013 to August 31, 2014	\$
From September 1, 2014 to August 31, 2015	\$
From September 1, 2015 to August 31, 2016	\$
From September 1, 2016 to August 31, 2017	\$
From September 1, 2017 to August 31, 2018	\$

Total all-inclusive fixed price: \$ _____
 (Total of Articles 1 and 2 from Annex “A”) (GST/HST extra)

4.2 Provisional sum for repairs and unforeseen work

For repairs and unforeseen work, Transport Canada will add a provisional sum of **\$10,000.00**. This amount is estimate only and do not constitute a guarantee to be paid under any Resulting Contract concluded by the acceptance of this offer. This amount may be revised upwards or downwards and at the discretion of the project manager throughout the contract period.

4.3 Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted herein are not to include any provision for the Goods and Services Tax or the Harmonized Sales Tax.

5. Method of payment

Equal Monthly payments of 100% of the actual costs incurred in accordance with the basis of payment:

- 1) Presentation of an invoice;
 - 2) Acceptance by the Project Officer of all deliverables and services rendered;
- Net 30 days, possibility to pay by credit card (MasterCard BMO) or by check.

6. Appropriate Law

Any contract awarded as a result of this Request for Proposal shall be governed by and construed in accordance with the laws in force in the Province/Territory of Quebec, Canada.

7. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 90 calendar days after the proposal closing date.

8. Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the Request for Proposal documents.
- (b) **Two (2)** copies of this Offer of Services, duly completed and signed.

OFFERS THAT DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.

9. Signatures

The Contractor herewith submits this proposal in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2013
In the presence of

Per _____
Name of company

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

TRANSPORTS CANADA

ANNEX « B »

STATEMENT OF WORK

Sept-Îles Airport

**1000, Boulevard Laure Est
Sept-Îles
(Quebec)**

**Maintenance of the HVAC (Heating/Ventilation/Air Conditioning)
Systems
Digital Control
Centralized Management**

BOOK OF SPECIFICATIONS

April 2013

Sept-Îles Airport

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1. DESCRIPTION OF THE MANDATE

1.1 SUBJECT:

This document defines the SERVICE PROVIDER'S obligations and responsibilities with regard to the scheduled maintenance and operational optimization of the centralized management system and its control components.

1.2 SCOPE OF THE WORK

In the framework of a process to optimize the operation of its building, the Sept-Îles Airport has set objectives to maintain climatic conditions, increase the useful life of its equipment, reduce energy costs, reduce greenhouse gas emissions and increase the comfort of the building's occupants.

The maintenance and optimization work includes, at no additional charge:

- Local emergency service, 24 hours per day, 365 days per year, including service calls for the entire control, centralized management and heating system.
- Maintenance and repair of the control and centralized management system's components (Honeywell brand, parts and labour).
- Energy analysis of the boilers running in "off-peak" mode.
- Reports.
- Support in analyzing the costs and benefits of the fuel and electrical energy use strategy.
- Service reports sent immediately by e-mail.
- Familiarization of the maintenance personnel onsite during scheduled maintenance visits and spot repairs.

The systems concerned are located at the Sept-Îles airport, 1000 Blvd. Laure Est, Sept-Îles.

Subject to the terms of this document, the SERVICE PROVIDER must supply all the qualified local personnel, materials, parts and tools required, at its own expense and bear all other costs inherent to carrying out the maintenance and optimization work.

The target elements are:

- The building's control systems.
- The software components of the Honeywell Enterprise Buildings Integrator (EBI).
- The mechanical, electrical and pneumatic equipment described in the "List of Control Components" table. The SERVICE PROVIDER is responsible for determining the exact quantity of such equipment.

1.3 MAINTENANCE WORK

The maintenance work includes the following tasks:

Repetitive, recurrent maintenance work on the equipment identified in these specifications, to counter the effects of normal wear. These activities include, among others:

- Managing the maintenance work.
- Planning the tasks and assigning personnel.
- Cleaning.
- Supplying and replacing parts, as applicable.
- Checking and testing the equipment to determine the need to replace or repair certain parts.
- Calibrating and making the necessary adjustments to keep the equipment safe and in optimal operating condition. These activities must be carried out at the minimal frequencies for the standard work described in this document.
- Once a year, the SERVICE PROVIDER must fill out and submit a detailed form for each digital controller, indicating all modifications made during the year. These documents will also include the operating sequences that were reviewed. The forms must be dated and signed by the technician. Any corrections must be clearly noted on the plan.

Eco-energy expertise and operational optimization in the framework of the program to operate the boilers in “off-peak” mode. The SERVICE PROVIDER must have the technical expertise and experience to validate the operation of these systems and the building’s HVAC equipment in a centralized management perspective. The analysis will be conducted based on different parameters set out in these specifications.

1.4 SERVICE CALLS

For the control and centralized management systems, the SERVICE PROVIDER must:

Carry out, at its own expense, the interventions needed to perform the necessary diagnostics and repairs on the equipment in its care (parts and labour).

Perform, in the set timeframes, all the work and repairs needed to resolve all emergency situations. Repairs are deemed necessary when they are vital to the building’s effective operation and the comfort of its occupants.

Sept-Îles Airport

The intervention timeframes are:

- Arrival onsite within 4 hours for critical emergencies.
- Arrival onsite within 12 hours for other emergencies.

The airport will inform the SERVICE PROVIDER'S call dispatch centre of the emergency level.

The problem resolution timeframes are:

- Resolution of critical emergencies within 24 hours.
- Resolution of other emergencies within 48 hours.

The airport's project manager, after requalification, will be the only person authorized to make emergency service requests.

For all non-urgent service requests, the SERVICE PROVIDER must be onsite at the scheduled meeting time. Meeting times may be changed at the project manager's convenience and request.

1.5 TASK SCHEDULE

In the week following the awarding of the contract, the SERVICE PROVIDER must provide the project manager with a schedule of the checks and maintenance visits it will carry out on an annual basis for the duration of the contract.

If the project manager notes that the SERVICE PROVIDER is not respecting this schedule when performing the scheduled work, it will be assumed that the directives it contains are not being followed. The project manager may therefore require the SERVICE PROVIDER to redo the scheduled work, in whole or in part, at the SERVICE PROVIDER'S expense.

The SERVICE PROVIDER must, at minimum, carry out all the tasks prescribed, at the set frequencies, for all the equipment included in the system categories covered by the contract.

These tasks must be performed according to trade practices and respect the specific provisions that may be given in addition to the task descriptions.

1.6 MAINTENANCE WORK MONITORING REGISTRY

While it is carrying out the work, the SERVICE PROVIDER must confirm that the maintenance work is being performed for each of the items. The project manager will check in on a regular basis and may withhold payment of the invoices if omissions are noted.

1.7 EXCLUDED WORK

The following work is not covered by the service agreement:

- All tasks that are specifically excluded.
- All repair or replacement work required due to an accident, third-party negligence, vandalism, theft or use during a fire.
- Permanent or temporary inaccessibility of the equipment, in which case:
 - o the SERVICE PROVIDER will give a credit equivalent to the cost of the work;
 - o the full amount of this contract will be adjusted downward.
- Emergencies and repairs on the mechanical equipment.

1.8 MAINTENANCE REQUIREMENTS

The scheduled maintenance work is described in detail in this document (tasks and frequency).

The continuous optimization work, with regard to running the boilers in “off-peak” mode, is described in detail in this document.

Only the project manager can change the frequency of the maintenance work. The service provider must obtain the project manager’s approval to modify the standard tasks or their frequency.

Within minutes of each inspection, maintenance or repair visit, a computerized service report will be e-mailed to the project manager. This report must include the list of verifications performed, equipment inspected, any anomalies or irregularities found, corrections made or required and all repairs and replacements, with a description of the parts replaced. This report must also indicate the type of visit, the technician’s name, the number of hours worked, the date and details on the work performed. Any work that is not put into writing will be considered as not having been performed.

If the project manager deems that the service provider did not adequately complete the tasks, is late in performing certain work or if the project manager does not receive the required inspection reports, the work will be considered as not having been performed. In the event of negligence, the project manager may ask a third party to carry out the work.

The service provider must consider the close interrelation between the systems’ different components. During each visit, any tests, adjustments and rebalancing must be carried out on each component simultaneously to maintain or achieve synchronism or the preset sequential order.

For example, checking a thermostat must also include the components ancillary to that thermostat (valve, servo-motor, etc.).

If, due to the time of year, the service provider cannot make adjustments with actual temperatures, it must simulate the temperatures in order to adjust the set points and automatic readjustment points.

If the project manager deems that the service provider has not adequately completed some of the scheduled work and deems that this could compromise the operation of the equipment or the safety and well-being of the occupants, the project manager can set a deadline, in writing, by which the service provider must complete the work. If the work is not completed by the deadline, the project manager can have it done by a third party, at the service provider’s expense.

1.9 STANDARDS AND CODES COMPLIANCE

All of the work must comply with the provisions set out in this document and the requirements of the *Code de construction du Québec*, the National Fire Code of Canada, municipal by-laws and other applicable codes and standards.

The work must also comply with the requirements of the service bulletins and user manuals issued by the manufacturer of the control devices and centralized management system. It is the SERVICE PROVIDER's responsibility to obtain these bulletins.

1.10 HEALTH AND SAFETY

The SERVICE PROVIDER must submit its health and safety program for approval. If any of the SERVICE PROVIDER's employees realize that they are in a hazardous situation subject to the SERVICE PROVIDER's health and safety program, they must cease the activity and immediately notify the airport's management. The SERVICE PROVIDER must also notify the airport's management of any situation that could endanger the lives or affect the health and safety of the airport's own employees and occupants. The technicians must wear the necessary PPE subject to any notices given. The employees assigned to work at the airport must wear clothing that identifies them as working for the SERVICE PROVIDER.

1.11 ACCESSIBILITY

The airport's management will provide access to all the material covered by this agreement. The SERVICE PROVIDER must notify the airport of any problems accessing this material.

1.12 CONDITION AND NUMBER OF DEVICES AND EQUIPMENT

At the moment the contract is awarded, the two (2) parties agree that the equipment is in working order. If that is not the case, the SERVICE PROVIDER will have previously submitted, to the project manager, a report describing all major repairs required for the equipment to operate normally.

1.13 TOOLS

The SERVICE PROVIDER must supply the scaffolding, hoists, ladders, trestles and all other tools needed to perform the work properly, at its own expense, and transport and keep these in good condition according to the regulations in effect. The fees incurred to supply these tools must be included in the lump sum proposed by the SERVICE PROVIDER.

1.14 MATERIALS AND SPARE PARTS

The SERVICE PROVIDER must supply all the materials and spare parts required to maintain and repair the equipment, with the exception of what is expressly excluded in this document.

To repair or replace means to return the equipment to good working order without diminishing the functional characteristics of the material, software or microprograms that are currently part of the airport's system.

To be proactive, any components approaching the point of defectiveness must also be repaired or replaced before breakdown occurs.

The spare parts must be genuine, quality parts, compatible with the centralized management system. They must be new and of comparable design so as to keep the same functional characteristics.

Sept-Îles Airport

1.15 LABOUR

The personnel supplied by the SERVICE PROVIDER must be fully qualified and capable of keeping the equipment in good working order in accordance with the manufacturers' recommendations.

The SERVICE PROVIDER must provide proof of valid qualifications of the the technicians mandated to work on the equipment listed in this book of specifications. The technicians must be licensed in accordance with the Régie du bâtiment du Québec, where applicable.

The SERVICE PROVIDER's technical team must have experience with the programming software used by the manufacturer of the building's existing management components as well as all of the software components required to keep the systems running smoothly.

Each employee must have a minimum of two (2) years of experience in the systems in operation at the airport.

The SERVICE PROVIDER must fill out a competency and experience registry for any employee it plans to use permanently or as a replacement. This form must be submitted to the project manager ten (10) days before the work is set to begin. Any employees not included in this registry cannot be assigned to carry out any of the work.

The SERVICE PROVIDER's personnel must have personal ID and the SERVICE PROVIDER's identification on them at all times.

The SERVICE PROVIDER must ensure that its employees act appropriately and respectfully and must limit their movements in the building, based on the work that needs to be carried out.

1.16 WORK SCHEDULE

The maintenance work must be carried out during regular business hours, between 7:30 a.m. and 4:00 p.m., Monday to Friday, excluding statutory holidays. The SERVICE PROVIDER must carry out the work in a way that does not interfere with the airport's operations and occupants, to the extent possible.

If, by their nature, certain tasks require the extended shutdown of vital mechanical systems, they must be performed outside of regular business hours, in whole or in part, and at no additional cost. The SERVICE PROVIDER and the project manager will agree on the best periods during which to perform these tasks. In the event of a disagreement, the airport's project manager will have final say. The SERVICE PROVIDER must therefore plan a certain number of hours outside of regular business hours during the year and include these in the lump sum proposed by the SERVICE PROVIDER.

1.17 PLANS AND DIAGRAMS

After the contract comes into effect, the project manager will supply the SERVICE PROVIDER with a copy of the plans and control diagrams kept up to date by the SERVICE PROVIDER during the previous mandates.

The SERVICE PROVIDER must keeps these plans and control diagrams up to date as modifications are made to the equipment, by indicating changes on the drawings with a red marker.

Once a year, the SERVICE PROVIDER will submit a copy of the updated drawings, showing all of the modifications made during the year. This document will also include changes to the operating sequences during the year.

Sept-Îles Airport

The document must be representative of the systems' actual operation.

- Corrections will be entered electronically or on the copies of the drawings when electronic media is not available.

- Modifications to the plans must be reviewed, dated and signed by the technician. The SERVICE PROVIDER must indicate the changes on the most recent copy of the drawings that is available.

1.18 REPAIRS OF EQUIPMENT NOT INCLUDED IN THE CONTRACT

2. In the case or repair work for equipment not included in the contract, the SERVICE PROVIDER shall provide a detailed proposal including the scope of the work to be carried out, number of hours required and the cost of the material required. Hours and prices for unscheduled work will be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract. If required, replacement parts shall be invoiced at cost price.

1.19 CLEANLINESS

The SERVICE PROVIDER must ensure that its employees leave the work site as clean as they found it.

The SERVICE PROVIDER must keep the site, equipment, wells and ditches clean at all times. No rags, papers or garbage will be tolerated.

1.20 PARKING

Parking spaces are available in the parking lot, at the per-vehicle rate in effect for all employees.

2. APPENDIX A LIST OF EQUIPMENT

¹Control and centralized management equipment

Qty	Identification	Description	Make/model	Location
1	COMP-1	Twin-tank air compressor	HUBO-5554	Basement
1	AIRDRYER	Air dryer	Devilbiss / 8018-1-	Basement
3	CTRL -01 to 03	Proportional controllers	Honeywell / RP series	Sys 4-5-6
Lot	TP-XX	Room control	Honeywell, see plan	Rooms
75	BOX-01 to 75	Box actuators	Honeywell, see plan	Rooms
60	ACT-01 to 60	Valve actuators	Honeywell, see plan	Rooms
1	RNP-2	Centralized digital control panel (AC), all electronic boards, interface and network communication manager	Honeywell / XL80	Control tower
1	RNP-3	Centralized digital control panel (AC), all electronic boards, interface and network communication manager	Honeywell / XL100	Basement
1	RNP-4	Centralized digital control panel (AC), all electronic boards, interface and network communication manager	Honeywell / XL50	3 rd office tower
1	RNP-5	Centralized digital control panel (AC), all electronic boards, interface and network communication manager	Honeywell / XL800	Basement
1	SER	Server hosting the Enterprise Buildings Integrator (EBI) software, including all internal and external components	DELL	2 nd office tower
1	EBI	Enterprise Buildings Integrator (EBI) centralized management software	Honeywell /EBI R400	Server, 2 nd office tower
Lot	N/A	Firmware	Honeywell	Smart digital controllers
1	BNA	TCP/IP Ethernet network manager	Honeywell / BNA	2 nd office tower

The quantities in this list represent the most realistic estimate of the number of components for which the SERVICE PROVIDER must provide maintenance under the contract terms. However, this list does not limit the SERVICE PROVIDER 'S responsibility to carry out the necessary maintenance and repair work on all of the equipments' components and the responsibility of checking the quantities onsite.

²Heating equipment

Description	Quantity	Make	Model	Location
Oil boiler	2	Cleaver-Brooks	CB-100-125	Boiler room
Oil boiler	1	Cleaver-Brooks	CBH-186-70	Boiler room
Electric boiler	1	Caloritech	VWB-30-1080	Garage

¹ Including maintenance, repairs (parts and labour) and free emergency service calls (24/7)

² Including maintenance and free emergency service calls (24/7)

Sept-Îles Airport

³Air conditioning equipment

Description	Quantity	Make	Model	Location
Chiller	4	Carrier	30HS040-D100	Basement
Monoblock rooftop unit	1	Trane	SACC-C115A	Roof

³ Leak test, inspection report and recommendations. Excluded from the repair service and emergency service calls.

3. APPENDIX B PREVENTIVE MAINTENANCE

ENTERPRISE BUILDINGS INTEGRATOR (EBI) CENTRALIZED MANAGEMENT SYSTEMS

Note 1: This section covers the digital controllers with all of their peripheral equipment and related electronic components.

Note 2: The Sept-Îles Airport is served by a centralized management system (the Enterprise Buildings Integrator, EBI) that automatically coordinates the operation of the mechanical HVAC systems. This work includes updating all software and firmware used by the system, including conducting a diagnostic of this software.

4. Honeywell enterprise buildings integrator (EBI) centralized management software (Frequency: 1 time/year);

- Check the software versions and document these.
- Install the corrective upgrades, when issued by the manufacturer, ensuring that all the software is at the same level.
- Create a mirror backup of the EBI software according to the procedure recommended by Honeywell.
- Perform a backup of:
 - o the Quick Builder application;
 - o the graphics;
 - o the registry;
 - o the SQL database.
- Every year, create a backup of the server's EBI database on a 1 TB removable hard drive.
- Compress the files saved from the databases.
- Check for and document errors in the Windows event log.
- Check the communication with the panels and controllers.
- Run the EBI diagnostic software. Note and document the results.
- Check the conformity of the network parameters.
- Check the conformity of the Windows and EBI users and report any non-conformities to the person responsible.
- Ask users about the overall behaviour of the system's functionalities.
- Check the performance of the servers' redundancy application, if applicable:
- Check that the modifications (software and configuration) to the main server (A) are automatically reflected in the redundant server (B).
- Isolate the main server (A) from the network and check that the EBI software and its applications automatically take over.
- Check the synchronization of the SQL database.
- Conduct a performance monitor and document the results.
- Reduce the size of the FPS and IPPS point server log files according to the procedure recommended by the manufacturer.
- E-mail application (if applicable)

- If applicable, check the functionality of IceWarp's e-mail transmissions by simulating an alarm;
- If applicable, delete residual e-mails from the account used to transmit alarm notifications.
- At the centralized management station, upload the programmed parameters for all of the digital control panels.
- Check the graphics and update the list of control points (mapping) with the EBI.
- Backup and archiving of the data
 - Archive the directories according to the manufacturer's recommendations;
 - Archive the Windows registry;
 - Use an external storage device and keep it in a safe place.

5. Enterprise buildings integrator (EBI) server (Frequency: 1 time/year);

- When a redundant server is used, isolate the main server from the network and check that the backup server automatically takes over. This must be done while simultaneously checking the takeover of the software (centralized management).
- Defragment the hard drives.
- Check the disk writing speed.
- Check that the fans on the computer equipment are working properly.
- Check the general working order of the servers (noise, cleanliness, etc.) and notify the person responsible of any problems.
- Check for errors on the hard drives (SMART utility scan) and note the results.
- Perform a memory test (when it is possible to disconnect the server).
- If necessary, confirm that the uninterruptible power supply (UPS) systems are working properly.
- Check and document errors in the Windows event log.
- Check the conformity of the network parameters.
- Make sure that the computer fans are working properly and clean the air traps and heat dissipating fins.

6. Honeywell bna-type network communication manager (Frequency: 1 time/year);

- Check the AC power supply.
- Conduct a TCP\IP network test.
- Check the exchange of data between:
 - the module and the centralized management station;
 - the module and the controller network.

7. Digital controllers, panels and accessories

The following interventions require the controllers to be shut down temporarily. The SERVICE PROVIDER must first obtain the project manager's authorization.

7.1 COMMUNICATION:

- Conduct communication tests with the EBI centralized management station (Frequency: 4 times/year).

7.2 OPERATION:

- Check the stability of the controllers (Frequency: 4 times/year).
- Check the start/stop programs for each of the control points (Frequency: 2 times/year).
- Check if the controlled devices receive and run the commands (Frequency: 2 times/year).
- Check the alarm points and their transmission to the specified locations on the first floor (Frequency: 4 times/year).
- Check all the local command and display functions, if applicable (Frequency: 2 times/year).
- Check the monitoring of the network's components: all failures must sound an alarm (Frequency: 4 times/year).
- Check the indicator lights in different modes and replace any that are burned out or defective (Frequency: 4 times/year).

7.3 MEASUREMENT:

- Conduct all checks, calibrations and settings recommended by the manufacturer, even if not explicitly mentioned; (Frequency: 2 times/year).
- Record all voltages measured (Frequency: 2 times/year).
- Check the conformity of the voltage levels according to the manufacturer's recommendations (Frequency: 2 times/year).
- Using an oscilloscope, check the noise level on the network line and/or telephone lines, if applicable (Frequency: 1 time/year).

7.4 CONNECTIONS:

- Check all cable terminations and connections as well as the plug-in circuits of the controllers and control panels (Frequency: 2 times/year).
- Check all cable terminations and connections as well as the plug-in circuits of the devices run by the controllers (Frequency: 2 times/year).
- Check the AC/DC connections and the emergency batteries and chargers. Record all voltages measured (Frequency: 1 time/year).
- Check the telephone connection, modem and communication links between the panels (Frequency: 1 time/year).
- Check the ground detectors and their connections (Frequency: 1 time/year).

7.5 PHYSICAL INSPECTION:

- Check for signs of the components overheating (Frequency: 4 times/year).
- Check for signs of abnormal accumulation of dust; debris, water marks or condensation (Frequency: 4 times/year).

7.6 STANDBY POWER:

- When there is a backup generator or UPS, notify the project manager if the power is not supplied by an emergency circuit (Frequency: 1 time/year).
- Test the takeover of the batteries by cutting the power and validating their operation and duration (Frequency: 1 time/year).
- Replace the emergency batteries in the UPS systems every year and affix a label indicating the replacement date.

7.7 USING A METER TO READ VOLTAGE WITH AN ALTERNATING COMPONENT:

- Perform the diagnostics recommended by the manufacturer (Frequency: 1 time/year).
- Measure the insulating value between the commons of the output, input and ground (Frequency: 1 time/year).
- Measure the alternating component of each analog input for the resistivity probe (Frequency: 1 time/year).
- Measure the alternating component between the ground and inputs (digital and analog) (Frequency: 1 time/year).

7.8 CLEANING:

- Pass the vacuum over the surfaces and clean with the appropriate products, taking care with the computer equipment (Frequency: 1 time/year).
- Clean the inside of the equipment with pressurized inert gas (Frequency: 1 time/year).
- Clean and check the network's power supply unit at low voltage, the rectifiers and related equipment (Frequency: 1 time/year).

7.9 PARAMETERS:

- Check the set points and correct any deviations (Frequency: 4 times/year).
- Program the set points and their sensitivity (Frequency: 4 times/year).
- Check the sequential order of the heating, air conditioning and natural cooling (Frequency: 2 times/year).
- Check and set the functions and clock time (Frequency: 1 time/year).

7.10 UPDATING THE FIRMWARE:

- Make a backup copy of each controller, indicate the date, place it in a protective case, store it in a location chosen by the client and give a copy to the person in charge at the Sept-Îles Airport (Frequency: 1 time/year).
- Update the controller's read-only memory program when a new version becomes available.

7.11 DOCUMENTATION:

- Update the control drawings (Frequency: 1 time/year).

8. Digital and analog input from the sensing elements (Frequency: 1 time/year).

- If applicable, for each of the analog inputs concerned, check the operation of the pneumatic electrical emitters by measuring the pressure and comparing it with the desired voltage level.
- Check each analog input by comparing the program's reading with the reading obtained with an electronic device. Correct the calibration of the probes or detectors if there is a more than 3% deviation. If a readjustment upward of 10% of the normal operating range is required, replace the probe with one that has the same response curve.

- Check each of the digital entries by comparing the displayed status and the real status of the measurement point after changing the component's status.

9. Digital and analog output from the controlled components (Frequency: 1 time/year).

- Check and set, as needed, the linearity of the signal for each of the analog outputs so that they produce an adequate command signal to control the component corresponding to the displayed status (0%, 50% and 100%).
- Check each of the digital outputs by comparing the displayed status and the real status of the control point after giving a command (start, stop, open, close).
- Check the control sequences against the plans, check their stability to ensure that they correspond with the set point and readjust the control parameters, if needed. Discuss possible improvements with the project manager.

10. Digital temperature probes (1 time per year)

ANNUAL INSPECTION:

- Check if the ambient temperature corresponds with the requested set point.
- Carefully clean the grills, covers and electronic interfaces.
- Repair or replace any broken or defective probes.
- Solidify the covers and safety guards.
- Adjust the set points and probes based on the related control components.

11. Digital humidity probes (1 time per year)

ANNUAL INSPECTION:

- Check if the ambient humidity corresponds with the requested set point.
- Carefully clean the grills, covers and electronic interfaces.
- Repair and replace any broken or defective probes.
- Solidify the covers and safety guards.
- Adjust the set points and probes based on the related control components.

12. Static pressure transmitters (1 time per year)

ANNUAL INSPECTION:

- Clean the probe.
- Check the connections.
- Check the calibration against the manufacturer's recommendations.
- Repair or replace any broken or defective probes.
- Adjust the set points and probes based on the related control components.

13. Thermostats (1 time per year)

ANNUAL INSPECTION:

- Remove the cover.
- Clean the mechanical components with compressed air.

- Using a reference temperature device, check if the ambient temperature corresponds with the requested set points. Adjust if necessary.
- Set the thermostat to the highest and lowest points and check how it operates based on the load.
- Repair or replace any defective thermostats.
- Solidify the covers and safety guards.

14. Valve actuators (1 time per year)

ANNUAL INSPECTION:

- Check the water tightness of the valve glands and make any corrections necessary.
- Ensure that the opening and closing mechanisms run smoothly and continuously.
- Notify the project manager of any anomalies, such as the water (or glycol) circulation being obstructed by the presence of air in the radiators, inoperative circulators, dirty radiators or radiators blocked by foreign matter, etc.
- Check if the valves open and close in the absence of a signal.
- Check if the water stops flowing completely when the valve is closed. If necessary, replace the disc or install a new valve.
- If the valve is equipped with a pneumatic actuator, check the water tightness of the pneumatic connections and the diaphragm.
- If the valve is equipped with an electric actuator, check the electrical connections and cleanliness of the whole.
- Check if the device operates proportional to the command signal issued and the status displayed.

15. Variable volume terminal boxes (1 time per year)

ANNUAL MAINTENANCE:

- When the air flow is controlled by the signal transmitted to or by one of the static pressure controllers, check the operating sequences.
- Check how the shutter operates based on the signal transmitted by the room controller and readjust if necessary.
- Remove obstacles that can hinder the free movement of the actuating levers and servomotors.
- Check and adjust the box levers to obtain the minimum quantity of air desired.
- If a lever is equipped with a pneumatic actuator, check the water tightness of the pneumatic connections and the diaphragm.
- If a lever is equipped with an electric actuator, check the electrical connections and cleanliness of the whole.

16. Digital transmission and indicator devices (1 time per year)

ANNUAL MAINTENANCE:

- Check the condition and water tightness of the connections.
- Tune up the transmission and indicator devices.

OPERATIONAL MAINTENANCE:

- Check the accuracy of the readings against the actual conditions and make any corrections necessary.

17. Electric or electropneumatic interfaces (4 times per year)

ANNUAL MAINTENANCE:

- Check the sturdiness and cleanliness of all the devices.
- Ensure that the electrical connections are secure.
- Keep the interfaces in good working order, in accordance with the manufacturer's recommendations.
- Check the operation of all electric-pneumatic emitters.
- Check if the pressure level corresponds with the command signal.
- Correct the calibration if there is a more than 3% deviation. If a readjustment upward of 10% of the normal operating range is required, replace the emitter with one that has the same response curve. Check the operation of the controlled device (valve actuator, damper, etc.) so that it operates proportional to the command signal issued and the status displayed.

OPERATIONAL MAINTENANCE (4 TIMES PER YEAR):

- Check the operation and the transmitted signal's effect on the components concerned and make any corrections necessary.

18. Control relays (4 times per year)

ANNUAL MAINTENANCE:

- Check and adjust the start points and operating ranges.
- Check the synchronism of the control relays.

OPERATIONAL MAINTENANCE (4 TIMES PER YEAR):

- Check the operation of the control relays.

19. Shutter servo-motors (ventilation systems) (4 times per year)

ANNUAL MAINTENANCE:

- Check the synchronism of the shutter servo-motor group.
- Check the sequential order of the heating, air conditioning and natural cooling.

OPERATIONAL MAINTENANCE (4 TIMES PER YEAR)

- Adjust the actuating levers of the servo-motors that activate the shutters (new air, return air, evacuation and bypass).
- For a pneumatic servo-motor, check the water tightness of the pneumatic connections and the diaphragm.
- For an electric servo-motor, check the electrical connections and the cleanliness of the whole. Check the synchronism of the operation.
- Check the operation of the controlled device (valve actuator, damper, etc.) so that it operates proportional to the command signal issued and the status displayed.
- Check the minimum open position of the fresh air intake.

$$\% = \frac{\text{time. return} - \text{time. supply}}{\text{time. return} - \text{time. outside}}$$

20. Air compressor (2 times per year)

- Check the unit in operation, looking for abnormal vibrations, leaks, unusual noises, overheating of the bushings, solidity of the anchors, support and frame.
 - Check and adjust the starting and stopping pressure, if necessary.
 - Raise the pressure in the tank to check if the relief valve is working properly.
 - Check the centrifugal relief mechanism, if applicable.
- Measure and note the percentage of run time. If it exceeds 33% by compressor, make the necessary connections.

Run time (RT) = .sec.

Down time (DT) = .sec.

% of run time = RT %

- Check, clean and activate the manual or automatic condensation draining devices and oil level switches.
- Lubricate the motor bearings and bushings, as needed.
- Check the system in "stop position". Check the vibration isolation connectors, alignment of the couplings, belt tension and condition, condition of the direct couplings and mechanical connections. Replace the belts as needed.
- Check the water tightness of the tank's check valve.
- Clean or replace the air filters, whether they are disposable or not.
- Change the oil (does not apply to constant lubrication systems).
- Clean the entire system (compressor, impeller, cooling fins, motor, etc.).
- During the first visit and every year thereafter, check the pumping time in a closed circuit and send the readings to the project manager (see procedure below).
- If the run time exceeds 33%, check the following:
 - Oil level and quality;
 - Possible leaks in the compressor and network (correct as needed).
- If the run time still exceeds 33%, check the pumping time in a closed circuit, as follows:

Shut off the network's air supply, using the hand valve at the tank's outlet.

Empty the air tank by manually operating the drain valve or safety valve until the tank's internal pressure causes the compressor to start. Note the pressure level when the compressor starts.

Immediately begin measuring the pumping time until the internal pressure causes the compressor to stop. Note the time that has elapsed and the pressure level when the compressor stops.

Check if the pressure differential matches what is indicated on the manufacturer's material safety data sheet (usually 20 psi).

- When the pumping time in a closed circuit exceeds 15% of the time specified by the manufacturer (cut in/cut out time) and the starting and stopping pressures are properly regulated, check the following:

Shut off the motor;

Check the condition of the suction and outlet valves. Clean or change if necessary. If there is no improvement, repair or replace the compressor.

- Once a year, when the pumping time in a closed circuit is less than 115% of the normal time and there are no leaks, a percentage of the run time exceeding 33% can be attributed to the addition of devices. The Sept-Îles Airport will increase the pumping capacity before a 50% run time is reached.

20.1 AIR DRYER (2 TIMES PER YEAR)

- While in operation, check the entire system, looking for abnormal vibrations, leaks, unusual noises and overheating.
- Check the accuracy of the pressure gauges and readjust and change any that are incorrect.
- Thoroughly clean the condenser and fan.
- Clean and activate the drain devices.

20.2 PRESSURE REDUCTION STATIONS (2 TIMES PER YEAR)

- Check for air leaks and make the necessary corrections.
- Adjust the pressure reduction valves to the required pressure and ensure their stability.
- Change the filter cartridges.
- Clean and activate all manual drain devices.
- Check the operation of the network's relief valve at low pressure and adjust as needed.
- Check the oil catch filter and change the cartridge if necessary.

20.3 COMPRESSED AIR SYSTEM (2 TIMES PER YEAR AND AS NEEDED)

Note: the air must be clean, dry, free of any deposits and oil vapours and under constant pressure.

- Take pressure readings at the four (4) points furthest from the main network and send these to the project manager.
- If the pressure falls more than 10.5 kPa (1.5 Psi), look for and repair any leaks. If the situation does not improve, notify the project manager.
- Drain and dry the air ducts as needed to remove all traces of water and oil. The method used must be pre-approved by the project manager.

21. Control, “off-peak” optimization and maintenance (boilers)

The service provider will be responsible for the annual maintenance of the boilers (water and fire). The mechanical maintenance will involve:

- Maintenance of the digital controllers for the boilers (see the tasks in this document).
- Maintenance of the burners (fuel-burning boilers).
- Annual cleaning of the boilers and burners, inspection of the tubes, replacement of the door seals, combustion test and recommendations.
- Annual cleaning and inspection of the systems' water components.

The SERVICE PROVIDER will submit a detailed report of the condition of the boilers and send a detailed proposal of the work and material required to repair the equipment. The SERVICE PROVIDER must obtain the airport management's authorization before carrying out any repair work.

The energy efficiency specialists supplied by the SERVICE PROVIDER must carry out the tasks involving the operation of the boilers:

- Eco-energy analysis for the management of the “off-peak” mode at the centralized station.
- Operational and continuous optimization of the “off-peak” management of the boilers.

The electric and fuel-burning boilers are managed by the centralized management system, via its operating station. The SERVICE PROVIDER's personnel must have technical knowledge of the software, the electrical energy rate and the cost of fuel. The optimization parameters, based on the electric and fuel bills, among others, must be monitored on a monthly basis, then analyzed and programmed.

22. “Off-peak” management – annual expertise

The control of the electric and fuel-burning boilers is subject to an “off-peak” power demand optimization program centralized in the EBI management system. In the 30 days following the awarding of the contract, the SERVICE PROVIDER must present an energy optimization report (electricity and fuel) based on the power demand for the last 12 months and data compiled by the centralized management system. This report must be prepared by a recognized energy efficiency specialist and filed each year. It will be divided into two parts:

The first part of the annual report must contain the following recommendations:

- o “Off-peak” management parameter and limitation of the power demand for each of the next 12 months, which the contractor must program in the EBI centralized management system.
- o Monthly consumption forecasts (equivalent KWH) of fuel turned into electrical energy without any effect on the parameters for the limitation of power demand.
- o The monthly volume of greenhouse gases not emitted.
- o The monthly forecast of cost savings.

The second part of the annual report will be based on the conclusions of the first part.

- o Detailed description of the control sequences for the electric and fuel-burning boilers in “off-peak” mode, which the SERVICE PROVIDER must optimize.
- o The optimization of the control sequences must respect the physical conditions of the site and maintain the equipments' performance. The SERVICE PROVIDER's program must be based on the operating data for the systems, taken from the EBI centralized management system.

23. “Off-peak” management– periodic operational expertise (2 times per year)

- Supervision of the “off-peak” management at the site will be conducted 2 times per year:
 - o When activating the burners (in the fall);
 - o When performing maintenance work on the boilers.
- The local technical team must operate and optimize the management of the boilers in “off-peak” mode, based on the criteria set out in the annual report.
- Operational supervision via the EBI centralized management system will be conducted on a monthly basis. During this task, the energy efficiency specialist will collect data on the operation of the “off-peak” management program. This data will be used to continuously optimize the operation of the entire system based on the calculated parameters and the electricity consumption data. If needed, the SERVICE PROVIDER will get the technical team onsite in a short timeframe.

24. Pre-seasonal maintenance of the burners (1 time per year)

- Inspect the boiler’s firebox and note its condition.
- Brush and vacuum to remove soot and dirt from the flue pipe (not the chimneys) and the combustion chamber.
- Inspect the firebricks.
- Visually inspect the boiler’s pressure tank for leaks and note the tank’s condition.
- Check the manual plumbing fixtures and automatic supply equipment.
- Inspect and clean the burner and combustion monitoring equipment.
- Reassemble the boiler.
- Check the burner’s operating sequence.
- Check the combustion air supply equipment, clean the fans, clean and grease the motors, if necessary.
- Check the fuel supply lines for leaks and make sure they are secure.
- Check the fuel supply network and supply pressure.
- Check the operation of the ancillary equipment, such as pumps and regulators.
- E-mail a detailed report of the post-maintenance status of each boiler.
- Inspect the burner, boiler and control devices before start-up.
- Start the burner and check the control device.
- Check the safety devices and relief valve.

25. Starting up the burners (1 time per year)

The assigned technician must have all the qualification cards and regulatory authorization required to perform maintenance work on the burners. The technician must coordinate the start-up of the burners with centralized management in “off-peak” mode.

- Inspect the burner, boiler and control devices before starting up the system.
- Start the burner and check the control device.
- Check the safety devices and relief valve.
- Perform a combustion test.
- Make the necessary adjustments.
- Check and validate the conformity of the boilers’ controls with the centralized management system’s control sequence programming.
- Record all of the operating conditions.
- Review the user instructions and the owner’s logbook with the boiler operator.

26. Coolers and self-contained rooftop air conditioning units (1 time per year)

The maintenance of these systems is the responsibility of the Sept-Îles Airport's technical team. The service provider's responsibility is limited to:

- PRE-SEASONAL INSPECTION
 - Check how the system operates by giving the appropriate commands at the centralized management station, if applicable. Refer to this document before conducting a check of the control components: actuators, interfaces, probes, etc.
 - Conduct leak tests on all the refrigerant networks using detection devices suitable to the refrigerants used.
 - Visually trace the entire refrigeration system and look for any signs of air conditioning lubricant leaks and damage and corrosion on all ducts, pipes and components.
 - All joints must be checked, including manual valves, Schrader valves, electromagnetic valves, indicator lights, electric cable eyelets (on the compressors), mechanical joints on open compressors, etc.
 - Check the water tightness of the joints on each valve cap.
 - Fill out ozone depletion prevention (ODP) reports for each device, in accordance with the *Federal Halocarbon Regulations*.
 - E-mail a detailed report of the post-maintenance status of each air conditioning unit.
 - Submit a detailed proposal for the replacement of defective parts, if applicable.
 - Following the discovery of a malfunction or leak in the air conditioning system, provide a proposal detailing the scope of the work to be carried out and the time required for the equipment to be back in service. The proposal shall be submitted within a maximum of 5 calendar days.

TRANSPORTS CANADA

ANNEX « C »

GENERAL CONDITIONS

GENERAL CONDITIONS MINOR WORKS

1. Interpretation

In the Purchase Order

- 1.1. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions,
- 1.2. "Engineer", means such person as may be designated by the Minister and includes a person specifically authorized by the Engineer to perform any of the Engineer's functions under the Contract,
- 1.3. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.
- 1.4. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.5. "Work" includes the whole of the works, materials, matters and things to be done, furnished and performed by the Contractor under the Contract.

2. Priority of Documents

- 2.1. In the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 2.2. In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between
 - 2.2.1. The Plans and the Specifications, the Specifications govern,
 - 2.2.2. The Plans, the Plans drawn with the largest scale govern, and
 - 2.2.3. Figured dimensions and scaled dimensions, the figured dimensions govern.

3. Assignment, Subcontracting and Novation

- 3.1. The Contract may not be assigned in whole or in part without the prior written consent of the Minister and any assignment made without that consent is void and of no effect. No assignment of the contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 3.2. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

3.3. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

4. Member of House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

5. Indemnification

5.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits, and other proceedings, by whomever made, sustained, brought, prosecuted or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work, including an infringement or an alleged infringement of a patent or invention or any other kind of intellectual property.

5.2. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

6. Property of Her Majesty

The Contractor shall take reasonable and proper care of all government property while it is in, on or about the plant and premises of the Contractor or otherwise in the Contractor's possession or subject to the Contractor's control, and shall be responsible for any loss or damage resulting from the Contractor's failure to do so, other than loss or damage caused by ordinary wear and tear.

7. Permits and By-Laws

The Contractor shall comply with all laws and regulations relating to the work, whether federal, provincial or municipal, and shall pay for all permits, taxes and certificates required in respect of the execution of the work.

8. Publicity

The Contractor will not permit any public ceremony in connection with the work without the prior written consent of the Minister, or erect or permit the erection of any sign or advertising in connection with the work without the approval of the Engineer.

9. Materials and Plant to become Property of Her Majesty

All materials and plant used or provided for the work shall be the property of Her Majesty, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Engineer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to such materials and plant.

10. Contractor's Superintendent and Workers

The Contractor shall, until the work has been completed, keep a competent superintendent at the site of the work during working hours unless otherwise authorized by the Engineer. The superintendent must be acceptable to the Engineer and have the authority to receive on behalf of the Contractor any order or communication in respect of the Contract. Any superintendent or worker not acceptable to the Engineer because of incompetence, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

11. Cooperation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Engineer. If the sending onto the site of the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the Contract, and if, in the opinion of the Engineer, the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within 30 days of such action, the Minister will pay the cost of such additional expense to the Contractor calculated in accordance with Article 20.

12. Claims Against and Obligations of the Contractor or Subcontractor

12.1. The Contractor shall ensure that all lawful obligations of and lawful claims against the Contractor arising out of the execution of the work are discharged and satisfied, at least as often as the Contract requires the Minister to discharge the Minister's obligations to the Contractor. The Contractor shall supply the Engineer with a Statutory Declaration deposing to the existence and condition of such obligations and claims when called upon to do so.

12.2. The Minister may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount which is due and payable to the Contractor under the Contract and from a conversion or a negotiation of the security deposit referred to in Article 18, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

13. Engineer's Rights and Obligations

The Engineer shall:

13.1. Have access to the work at all times during its execution and the Contractor will provide the Engineer with full information and assistance so that the Engineer may ensure that the work is executed in accordance with the Contract,

13.2. Decide any question as to whether anything has been done as required by the Contract or as to what the Contractor is required by the Contract to do, including questions as to the acceptability of the quality or quantity of any labour, material or plant used in the execution of the work, and the timing and scheduling of the various phases of the work,

13.3. Have the right to order additional work, dispense with or change the whole or any part of the work provided for in the Plans and Specifications. The Engineer shall decide whether anything done or not done as a result of directions given under this Article has increased or decreased the cost of the work to the Contractor, and the amount payable under the Contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Article 20.

The Contractor shall comply with any decision or direction of the Engineer given under this Article.

14. Delay, Non-compliance or Default by the Contractor

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Engineer properly given, or is in default in any other manner under the Contract, the Engineer may do such things as the Engineer deems necessary to correct the Contractor's default. The Contractor shall reimburse the Minister for all costs, expenses and damage incurred or sustained by the Minister by reason of the Contractor's default or in correcting the default.

In addition to the aforementioned remedies in this Article, the Minister may, if the default continues for six (6) days after notice in writing of default has been given to the Contractor by the Engineer, take all or any part of the work out of the Contractor's hands and employ such means as seen fit by the Minister to complete the work.

15. Changes in Soil Conditions, Delay by the Minister

15.1. No extra payment will be made to the Contractor for any extra expense, loss or damage for any reason unless the Engineer certifies that such extra expense, loss or damage is directly attributable to:

- 15.1.1. A substantial difference between the soil conditions at the site of the work indicated by the Plans and Specifications or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions found there,
- 15.1.2. Neglect or delay by the Minister occurring after the date of the Contract in providing any information or doing any act which is required expressly by the Contract or by usage of the trade, and the Contractor has
- 15.1.3. Within ten (10) days of encountering such soil conditions or of the commencement of such neglect or delay, given written notice to the Engineer of a claim for such extra expense, loss or damage, and
- 15.1.4. Within 30 days of the date that a Final Certificate of Completion is issued, given to the Engineer a written claim for extra expense, loss or damage.

The amount of any extra payment to be made under this Article will be calculated in accordance with Article 20.

15.2. If in the opinion of the Engineer any difference in soil conditions referred to in Article 15.1.1 results in a saving of expenditure to the Contractor, the amount of such saving shall be paid to the Minister by the Contractor.

16. Protesting Engineer's Decision

16.1. The Contractor may, within ten (10) days after receiving communication of any decision or direction of the Engineer, give written notice to the Engineer that the decision or direction is accepted under protest. The giving of a protest by the Contractor shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest. Any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances. The Contractor must take such action within three (3) months after the date that a Final Certificate of Completion is issued by the Engineer.

16.2. If the Minister determines that the Contractor's protest is justified, the Minister will pay to the Contractor the cost, calculated according to Article 20, of anything that the Contractor was required to do, as a result of the Engineer's decision or direction, beyond what the Contract, correctly understood, would have required.

17. Suspension or Termination of the Contract

- 17.1. The Minister may upon notice in writing to the Contractor suspend or terminate the Contract at any time. The Contractor shall comply with such notice immediately.
- 17.2. If the Minister suspends the work for 30 days or less, the Contractor must complete the work when called upon to do so. The Contractor is entitled to be paid the extra cost, calculated in accordance with Article 20, of any labour, material and plant necessarily incurred by the Contractor as a result of the suspension. If the Minister suspends the work for a period in excess of 30 days, the Contractor may request the Minister to terminate the work under Article 17.4.
- 17.3. If the Minister terminates the Contract or takes the work out of the Contractor's hands because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the abandonment of work by the Contractor or the assignment of the Contract by the Contractor without the consent of the Minister, the obligation of the Minister to make payments to the Contractor shall cease and no further payments shall be made to the Contractor unless the Engineer certifies that no financial prejudice will result to the Minister from such further payments. Termination under this Article shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Engineer may complete or have the work completed as the Engineer sees fit and all costs and damages incurred by the Minister due to the non-completion of the work by the Contractor shall be payable by the Contractor to the Minister.
- 17.4. If the Minister terminates the work other than in accordance with Article 17.3, the Minister will pay to the Contractor an amount calculated in accordance with Article 20 subject to any additions or deductions otherwise provided by the General Conditions or the Labour Conditions less any payments made pursuant to Article 26.3. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the Contract been completed.

18. Security Deposit

If the work is taken out of the Contractor's hands pursuant to Article 17.3, or the Contract is terminated pursuant to Article 17, or the Contractor is in breach of or in default under the Contract, the Minister may convert the security deposit, if any, to the Minister's own use. If the Minister converts the security deposit, the amount realized shall be deemed to be an amount due from the Minister to the Contractor under the Contract. Any balance of this amount that remains after payment of all losses, damage and claims of the Minister and others shall be paid by the Minister to the Contractor if, in the opinion of the Engineer, it is not required for the purposes of the Contract.

19. No Additional Payments

The amount payable to the Contractor under the Contract shall not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by an increase or decrease in the cost of labour, material or plant, or any wage adjustment arising pursuant to the Labour Conditions. The amount payable to the Contractor under the Contract shall be increased or decreased in the event of a change in a tax imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act, the Customs Tariff or any provincial sales tax legislation imposing a retail sales tax on the purchase of tangible personal property incorporated into real property if the change is made public after the date of the submission of the tender, applies to material, and affects the cost to the Contractor of that material.

20. Determination of Costs

For the purposes of Articles 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Article 26.2.2, be based on the unit prices, if any, set out in the Unit Price Table. If such unit prices are not applicable, the Engineer and the Contractor may mutually agree on the amount payable. Failing such agreement, the amount payable shall be the reasonable and proper expenses paid or

legally payable by the Contractor directly attributable to the work plus ten (10) per cent of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Engineer.

21. Records to be Kept

The Contractor shall for a period of two (2) years from the date of the Final Certificate of Completion, or until the expiration of such other period of time as the Minister may direct, maintain and keep full records, vouchers, other writings and information in respect of the Contractor's estimates and actual cost of the work and shall make them available for copy, audit or inspection by any persons acting on behalf of the Minister or the Deputy Receiver General for Canada.

22. Extension of Time

22.1. The Engineer may, on the application of the Contractor made before the day fixed for the completion of the work, extend the time for the completion of the work. Whether or not the Engineer grants an extension, the Contractor shall, except to the extent that the Engineer is of the opinion that the need for an extension was due to causes beyond the control of the Contractor, pay to the Minister

22.1.1. an amount equal to departmental inspection costs relating to the work incurred after the original completion date, and

22.1.2. compensation for any loss or damage resulting to the Minister from failure by the Contractor to complete the work by the original completion date, including the cost incurred by the Minister as a result of the inability to use the completed work for the period of the delay.

23. Cleaning of Work

The Contractor shall, upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Engineer.

24. Engineer's Certificates

On the day that the work has been completed and the Contractor has complied with the Contract and all orders and directions pursuant thereto to the satisfaction of the Engineer, the Engineer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the Engineer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table and any subsequent amendments thereto, such Certificate to be binding upon the Contractor and the Minister.

25. Rectification of Defects

The Contractor shall, upon notice from the Engineer and within such time as specified in said notice, rectify at the Contractor's own expense any defect or fault, however caused, which appears in the work within 12 months of the date of the Final Certificate of Completion.

26. Payment

- 26.1. The Minister will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the total financial limitation referred to in the Contract together with the aggregate of the amounts payable by the Minister under Articles 11, 13.3, 15.1, 16.2 and 19 exceed the aggregate of any payments by the Minister under Article 12 and indemnification and amounts payable to or costs and damages incurred by the Minister under Articles 5, 6, 9, 13.3, 14, 15.2, 17.3, 19, and 22.
- 26.2. In the case of a unit price contract:
- 26.2.1. The total financial limitation referred to in the Contract shall be deemed to be the amount computed by totaling the products of the prices set out in the Unit Price Table, as amended pursuant to Article 26.2.2, if applicable, and the actual quantities of such units as set out in the Engineer's Final Certificate of Measurement, subject to any adjustment provided for in Article 26.2.2.
- 26.2.2. The Engineer and the Contractor may by agreement in writing add to the aforesaid Unit Price Table other classes of labour, units of measure, estimated quantities and prices per unit, and may, if the actual quantities as set out in the Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the Unit Price Table by more than 15 per cent, amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15 per cent, the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115 per cent of the estimated quantities. Where the Engineer and the Contractor fail to agree on the amount of any adjustment as contemplated by this Article, the revised or new prices per unit shall be determined in accordance with Article 20.
- 26.3. The Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Engineer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90 per cent of the value of the work certified by the Engineer in the Progress Report as having been completed since the date of the immediately preceding Progress Claim, if any. When a Labour and Material Payment Bond has been furnished under the Contract, the amount to be paid under this Article shall be 95 per cent of the value certified by the Engineer.
- 26.4. Not later than 30 days after receipt by the Engineer of the Progress Claim, and if the Contractor has made and delivered to the Engineer the Statutory Declaration pursuant to Article 12, the amount of the Progress Claim, subject to Article 26.3, shall become due and payable.
- 26.5. Not later than 60 days after the issue by the Engineer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in Article 26.1 less the aggregate of the amounts, if any, paid pursuant to Article 26.3.
- 26.6. If the Minister has any objection to the form of any of the Contractor's claims, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of such claim. "Form of the claim" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Articles 26.4 and 26.5 to apply for the sole purpose of calculating interest on overdue accounts.

26.7. Notwithstanding Articles 26.3, 26.4 and 26.5, no payments shall be due or payable to the Contractor if the Contractor has failed to supply any Statutory Declaration pursuant to Article 12, surety bond or security deposit as specified in the Contract.

26.8. A payment by the Minister pursuant to this Article shall not be construed as evidence that the work is satisfactory or in accordance with the Contract.

26.9. Payment of Interest on Overdue Accounts

26.9.1. For the purposes of this Article:

26.9.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association,

26.9.1.2. "Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable,

26.9.1.3. An amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and

26.9.1.4. An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

26.9.2. Delay in making a payment by the Minister under this Article shall not be deemed to be a breach of the Contract. However, subject to Article 26.7, if payment of any Progress Claim under Article 26.3 is not made, the Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

26.9.3. The Minister shall not be liable to pay interest in accordance with this Article if the Minister is not responsible for the delay in paying the Contractor.

26.9.4. The Minister shall not be liable to pay interest on overdue advance payments.

26.10. The Minister may set off against any amount payable or debt due by the Minister under the Contract the amount of any debt due to the Minister under the Contract or any other contract between the Contractor and the Minister.

27. Posting of Labour and Material Payment Bond

Where a Labour and Material Payment Bond is provided as part of the contract security, the Contractor shall post a copy of the Bond on the site of the work.

28. Conflict of Interest and Post-Employment Measures

- 28.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
 - 28.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
 - 28.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.
 - 28.4. It is a term of the Contract that no individual, for whom the provisions of the Conflict of Interest Act apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the Act.
29. Certification - Contingency Fees, Criminal Code, Public Disclosure
- 29.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
 - 29.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
 - 29.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;
 - 29.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and
 - 29.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
 - 29.6. In this Article:
 - 29.6.1. "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

TRANSPORT CANADA

ANNEX « D »

SUPPLEMENTARY CONDITIONS

INSURANCES CONDITIONS

INSURANCE CONDITIONS FOR SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. DEFINITIONS

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. INDEMNIFICATION

- 2.1. The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. PERIOD OF INSURANCE

- 3.1. The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. PROOF OF INSURANCE

- 4.1. Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. NOTIFICATION

- 5.1. Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. INSURED

- 6.1. Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Transport.

7. PAYMENT OF DEDUCTIBLE

- 7.1. The amount of the deductible, if any, shall be borne by the Vendor.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injuries and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$2,000,000

8.2. The policy shall be issued with a deductible amount of not more than \$1,000 per occurrence applying to property damage claims only.

9. THIRD PARTY LIABILITY INSURANCE FOR VEHICLES AND EQUIPMENT OWNED, LEASED, USED OR OPERATED BY THE VENDOR

9.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor. Minimum acceptable amount is \$1, 000,000.

10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

10.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a minimum amount of \$500,000.

TRANSPORT CANADA

ANNEX E

CERTIFICATIONS

CERTIFICATIONS

**Subject: Request for Proposal T3033-120094
Maintenance of the HVAC (Heating/Ventilation/Air Conditioning) Systems at
Sept-Îles airport.**

CERTIFICATION - CONTINGENCY FEES, CRIMINAL CODE, PUBLIC DISCLOSURE

1. The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
2. The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The date of termination of employment or retirement from the Public Service.
- c. The name of the last governmental organization worked as an employee
- d. Does the former public servant have a major interest in the firm?

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The conditions of the lump sum payment incentive;
- c. The date of termination of employment;
- d. The amount of lump sum payment;
- e. The rate of pay on which lump sum payment is based;
- f. The period of lump sum payment including start date, end date and number of weeks;
- g. The number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- h. The name of the last governmental organization worked as an employee
- i. Does the former public servant have a major interest in the firm?

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

CODE OF CONDUCT

1. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms. In addition to complying with the [Code of Conduct for Procurement](#), the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for

default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
 - a) directly or indirectly either one controls or has the power to control the other; or
 - b) a third party has the power to control both.
4. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
5. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
 - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act; or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section

- c. 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada; or
- d. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act; or
- e. section 239 (*False or deceptive statements*) of the Income Tax Act; or
- f. section 327 (*False or deceptive statements*) of the Excise Tax Act; or
- g. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act; or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*); or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Contractor must provide a certified copy of confirming documentation from an official source.

Certification

By signing this document, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Name of consultant _____
/company

Complete address _____

GST number _____ or Procurement Business Number (PBN) _____

Telephone number _____ Fax number _____

CERTIFICATION

Company authorized signatory

Name (print) _____ Title _____

Signature _____ Date _____

TRANSPORT CANADA

ANNEX « F »

**CONTRACTOR'S RESPONSABILITIES REGARDING OFFICIAL
LANGUAGES**



CONTRACTORS' RESPONSIBILITIES REGARDING OFFICIAL LANGUAGES

If your contract stipulates that services are to be provided in both official languages, you must ensure that you have the capacity to communicate in both official languages, on the same basis as if Transport Canada itself provided the services whether these communications are aimed at Transport Canada (TC) employees or the general public.

Transport Canada counts on your support and contribution to make our workplace one where employees feel encouraged to use the official language of their choice, and where clients and the general public are served in their preferred official language.

This brochure gives some tips to assist you in providing, as a third party, services in both official languages.



December 2005

Canada

SERVICE TO THE PUBLIC

How can you serve the public effectively in their official languages in a designated bilingual service point?

- By actively offering bilingual services; that is, indicating clearly by verbal and visual means that the public can communicate with and obtain available services from you in either English or French.
- By providing services of comparable quality in both official languages.

Tips... to provide excellent services in both official languages

IN PERSON

- Display a bilingual symbol in the reception area (to be provided by TC)



In Quebec



Elsewhere in Canada

- Greet customers in both official languages, beginning with the language of the provincial majority.
- Continue the conversation in the official language chosen by the client.
- Make sure that any documentation you give to the client is in his/her official language.
- Display all signage in both official languages, giving precedence to the language of the provincial majority.

ON THE TELEPHONE

- Answer in both official languages, beginning with the language of the provincial majority.
- Continue the conversation in the official language chosen by the caller.
- Make sure that recorded messages are in both official languages.

IN WRITING

- Communicate in the client's preferred official language or in both official languages.

- Publish any notice or advertisement in French in a French-language publication and in English in an English-language publication in the target region. If this is not possible, publish in a bilingual format in a publication of the official language of the majority.

- Establish the most appropriate medium (press, television, radio, billboards, etc.) for effectively communicating with the public in the official language of their choice.

LANGUAGE OF WORK

English and French are considered languages of work in Transport Canada's offices located in the following bilingual areas.

- National Capital Region
- Province of New Brunswick
- County of Gaspé-Est
- Parts of Metropolitan Montreal, including Dorval
- Northern and Eastern Ontario

Tips... to ensure that employees' right to use the official language of their choice is respected

- Communicate with TC employees, located in a bilingual region, in the preferred official language of the recipient or in both official languages, both orally and in writing. Communications with a group of TC employees and with all regions are required to be disseminated simultaneously in both official languages and to be drafted to the same quality standard.
- Communicate with TC employees, located in a unilingual region, in the language of the unilingual office.
- Conduct meetings or conference calls, in a bilingual region or with all regions, in both official languages when English-speaking and French-speaking TC employees participate.

FOR MORE INFORMATION

If you require further information on your responsibilities to meet your official languages' obligations, contact the Departmental Representative identified in the contract.

TRANSPORT CANADA

ANNEX « G »

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY**

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS**

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a precondition to the validation of their bids. Your organization is covered by this program:

1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;

2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

**PROGRAMME DE CONTRATS FÉDÉRAUX
POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI
AVIS IMPORTANT AUX SOUMISSIONNAIRES**

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en Canada un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme :

1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET

2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
- DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- CERTIFICATE NUMBER IS
- LE NUMÉRO OFFICIEL DE L'ATTESTATION EST _____

OR - OU

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES :

- BID IS LESS THAN \$200,000;
- LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;

- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
- VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;

- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
- VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION
NOM ET ADRESSE DE L'ORGANISATION

FEDERAL CONTRACTORS PROGRAM INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$200,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

Step 1: certification

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$200,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

Step 2: implementation

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

Step 3: compliance review

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months. When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

APPEALS AND SANCTIONS

The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the [Federal Contractors Program-Criteria for Implementation](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml) on the HRDC website at the following address:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml>

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

Criterion 2: Assignment of a Senior Official to be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

- demonstrate the commitment among senior management to employment equity;
- select staff members to comprise an Employment Equity Committee;
- encourage union representatives to participate; and
- ensure that the other 10 FCP Criteria for Implementation are carried out with the support of the above-noted individuals.

Criterion 3: Collection and Maintenance of Workforce Information

Contractors can fulfill this criterion by collecting and recording the data for all employees and each of the designated group members. The data to be collected includes

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;

- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and
- salary data, including top and bottom salary ranges.

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

- analyzing the organization's internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

- analyzing the hiring, promotions, and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits; and
- demonstrating that new policies and procedures are practiced at all levels of the organization.

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).

Criterion 7: Development of an Employment Equity Plan

Contractors can fulfill this criterion by developing, implementing, and revising an Employment Equity Plan that contains all the components of the FCP Criteria for Implementation.

The objective of the Employment Equity Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or units within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Criterion 9: Establishment of a Positive Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

Human Resources Développement des ressources
 Development Canada humaines Canada
 Labour Branch Direction générale du travail
 Federal Contractors Programme de contrats fédéraux
 Program

OFFICIAL USE ONLY CERTIFICATE NO.

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal Name of Organization		Parent company is located outside Canada	
Operating Name (if different)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Industry (sector, purpose, etc.)		Total no. employees in Canada (Full-Time/Part-Time) ►	
HEAD OFFICE			
Address (street, building, etc.)		City	Province
		Telephone	Postal Code
		Fax	
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
The above-named organization:			
having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,			
hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
IMPORTANT			
You must include the <i>signed original</i> of this form with your bid. You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.			

Criteria for Implementation

1. Communication of Employment Equity to Employees
2. Assignment of Senior Official to be Responsible for Employment Equity
3. Collection of Workforce Information
4. Workforce Analysis
5. Employment Systems Review
6. Establishment of Goals
7. Development of an Employment Equity Plan
8. Adoption of Positive Policies and Reasonable Accommodation
9. Establishment of a Positive Work Environment
10. Adoption of Monitoring Procedures
11. Authorization to Enter Premises

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.

TRANSPORT CANADA

ANNEX « H »

EVALUATION PROCEDURES AND BASIS OF SELECTION

EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- The service provider must be in business for a minimum of 5 years in the HVAC regulation field, with an industrial and institutional expertise.
- List and describe 2 projects accomplished in eco-energetic operational optimization in an industrial and/or institutional setting.

2. Basis of Selection

2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

3. Security Requirement

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Annex I: Security Requirement Check List (SRCL);
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Annex I: Security Requirement Check List (SRCL);
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

3.2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

TRANSPORT CANADA

ANNEX « I »

SECURITY REQUIREMENTS CHECK LIST



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 Transports Canada	2. Branch or Directorate / Direction générale ou Direction Groupe Programme (NHA-SEP)
--	--

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
Contrat de service pour l'entretien sur les systèmes de climatisations, ventilation, chauffage (incluant chaudières et teste de fuites SACO).

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non 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? No / Non 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) No / Non 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. No / Non 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? No / Non 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 checked="" 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 PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
--



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

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
 Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

Security Classification / Classification de sécurité
--





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

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 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 / Confidentiel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

Security Classification / Classification de sécurité
--



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres moulées) Title - Titre Signature			
Karen Young		Directrice	<i>Karen Young</i>
Telephone no. - N° de téléphone (418) 962-8212	Facsimile - Télécopieur (418) 962-8262	E-mail address - Adresse courriel karen.young@tc.gc.ca	Date 2013-04-11
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moulées) Title - Titre Signature			
OLIVIER VIGUERAIT		Coordonnateur régional Services administratifs	<i>Olivier Viguerait</i>
Telephone no. - N° de téléphone 814-633-3005	Facsimile - Télécopieur	E-mail address - Adresse courriel olivier.viguerait@tc.gc.ca	Date 2013-04-18
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moulées) Title - Titre Signature			
Samuel Archambault		Agent des Contrats	<i>Samuel Archambault</i>
Telephone no. - N° de téléphone 514-633-2820	Facsimile - Télécopieur	E-mail address - Adresse courriel samuel.archambault@tc.gc.ca	Date 2013/04/18
17. Contracting Security Authority / Autorisé contractante en matière de sécurité Name (print) - Nom (en lettres moulées) Title - Titre Signature			
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date

Security Classification / Classification de sécurité
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TRANSPORTS CANADA

ANNEXE « J »

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

- 1.1. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract,
- 1.2. "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Invitation to Tender. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date, hour and minute.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Invitation to Tender as soon as possible after Tender Closing Time unless specific instructions to the contrary regarding tender opening are included in the Invitation to Tender.
- 3.2. Where only one tender is received, the Minister reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

4. OFFICIAL TENDER FORMAT

Tenders must be submitted in the format provided and must be properly executed and submitted as instructed.

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

7. TENDER SECURITY

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".
- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

8. CONTRACT SECURITY

- 8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".
- 8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

9. INSURANCE

- 9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".
- 9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

11. SIGNING OF DOCUMENTS

See attached form entitled "Requirements for Signature and Description of Parties Other Than Her Majesty".

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 90 days following Tender Closing Time.

12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 90-day period for acceptance of tenders for a further 90-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

13. INCOMPLETE TENDERS

13.1. Incomplete or conditional tenders will be rejected.

13.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender will be rejected.

13.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

14. REFERENCES

The Minister reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as the Minister may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

Lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

By submitting a bid, the Bidder acknowledges Canada's rights under this section and waives any claim, or cause of action, against Canada by reason of Canada's exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

TRANSPORTS CANADA

ANNEXE « K »

SIGNING REQUIREMENTS

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(PROVINCE OF QUEBEC)**

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.	By the representative(s) authorized by a resolution of the board of directors.
PARTNERSHIP		
(I) General Partnership two partners or more (persons or legal persons)	Name and type of the partnership contained in the Declaration of Partnership, having its head office at _____, Province of Quebec.	By one or more partner(s) duly authorized to sign on behalf of partnership.
(II) Limited Partnership two partners or more (person or legal persons)	Same as above.	By one or more general partner(s).
(III) Undeclared Partnership two partners or more (persons or legal persons)	(name) and (domicile) of each partner carrying on business in an Undeclared Partnership.	By each of the partners.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name. If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor. By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
MUNICIPALITY	(name of municipality), incorporated under the laws of the Province of Quebec, herein acting through and represented by (name), one of its officer(s) duly authorized by a resolution of its Council adopted on the _____ day of _____, 2_____.	By the municipal officer(s) authorized by resolution of the Municipal Council.

COMMENTS:

In Quebec, the seal is not required and adds nothing to the document. Any such requirement on a blank form can be ignored.

TRANSPORTS CANADA

ANNEXE « L »

COPY OF TENDER ENVELOPE

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR Title : Maintenance of the HVAC (Heating/Ventilation/Air Conditioning) Systems at Sept-Îles airport.
NUMBER – NUMÉRO T3033-120094
DATE DUE – DÉLAI No later than 14:00 hours Dorval local time on August 12, 2013

TENDER - SOUMISSION

TENDER RECEPTION/ RÉCEPTION DES SOUMISSIONS

Transports Canada
Services des Marchés, du matériel et télécoms.
A/s Salle du courrier, pièce 2036
700, Leigh Capreol,
Dorval, (Québec)
H4Y 1G7