



Transport
Canada

Transports
Canada

**700, Leigh Capreol
Administrative Services
Dorval (Québec)
H4Y 1G7**

December 12th, 2013

Subject: Request for Proposal T3033-130104

Administration, Operation and Maintenance Service at Havre-Saint-Pierre 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 T3033-130104**", together with the title of the work, name and address of your firm, and address it to:

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

Proposals must be received at the above noted address **no later than 14:00 hours Dorval local time on January 20th, 2014. 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.

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 "F" on the Federal Contractors Program for Employment Equity may apply. Please refer to Annex "F".

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

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 Terms of Reference in sufficient detail to enable evaluation in accordance with the Evaluation Criteria specified in Annex G.

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 “J”.

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, Administrative Services at olivier.vigneault@tc.gc.ca, and must be received **before 12:00 hours (noon) January 10th, 2014**. All answers will be published on the Government Electronic Tendering Service (GETS) in the form of written Addendum to the RFP.

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

Yours truly,

Olivier Vigneault

Gestionnaire régional, Services administratifs | Regional Manager, Administrative Services

(514) 633-3005 / fax (514) 633-3457

olivier.vigneault@tc.gc.ca <<mailto:olivier.vigneault@tc.gc.ca>>

Transports Canada | 700 Leigh Capreol, Dorval Québec H4Y 1G7

Transport Canada | 700 Leigh Capreol, Dorval Quebec H4Y 1G7

Gouvernement du Canada | Government of Canada

LIST OF REQUEST FOR PROPOSAL DOCUMENTS (RFP)

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TRANSPORT CANADA

ANNEX "A"

OFFER OF SERVICES

OFFER FOR: Administration, Operation and Maintenance Service at Havre-Saint-Pierre 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 Terms of Reference 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 "Supplemental Conditions - Insurances".

3. Period of Services

The Contractor hereby offers to perform the work commencing on contract award, on or about **March 1, 2014** and terminating on **July 31, 2017(3 years and 153 days firm)**, with an option to extend the period of services for two additional periods of one year each, as follows:

First Option Year: **August 1, 2017 to July 31, 2018**

Second Option Year: **August 1, 2018 to July 31, 2019**

Any contract concluded as a result of the acceptance of this offer will be awarded for the period of **March 1, 2014 to July 31, 2017**. The option to extend the period of services for each additional year will be exercised at the sole discretion of the Minister by way of formal contract amendments to the original contract.

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 Articles 4.4 and 4.5.

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

4.1 Initial Contract Period: March 1, 2014 to July 31, 2017 (3 years and 153 days firm)

- .1 The Contractor shall tender an all-inclusive firm price for the conduct of all work as described in the Statement of work (See Annex B).

All-inclusive firm price: \$ _____
(Total of Articles 1 and 2 from Annex "A") (GST/HST extra)

4.2 Option Years

- .1 **First Option Year: August 1, 2017 to July 31, 2018**

For the administration, operation and maintenance service at Havre-Saint-Pierre Airport,

an all-inclusive firmed price of : \$ _____
(GST/HST extra)

.2 Second Option Year: August 1, 2018 to July 31, 2019

For the administration, operation and maintenance service at Havre-Saint-Pierre Airport,

an all-inclusive firm price of : \$ _____
(GST/HST extra)

.3 Maximum Tendered Price for Two Option Years: \$ _____
(Total 4.2.1 and 4.2.2) (GST/HST extra)

4.3 Total Maximum Tendered Price (Total 4.1.1 and 4.2.3): \$ _____
(GST/HST extra)

4.4 Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.

4.5 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

Monthly equal 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 paid 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. Bidder's Declaration

- (a) 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
- (b) 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.

10. 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.

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.

10. 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 _____, 2012
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

**TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND
MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT**

TECHNICAL SPECIFICATIONS

CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE

HAVRE SAINT-PIERRE AIRPORT

HAVRE SAINT-PIERRE, QUEBEC

CONTRACT PERIOD: 01/03/2014 TO 31/07/2017

**TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND
MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT**

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TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

Presentation of the Airport

Transport Canada is the owner and operator of the Havre Saint-Pierre airport, subject to an operation and maintenance contract.

The Havre Saint-Pierre airport offers the community the only reliable means of transportation, accessible year-round.

Facilities and Services

The Havre Saint-Pierre airport has a total surface area of 90 ha and includes the following facilities:

- an air terminal of 256 m² built in 1983
- an asphalt runway that is 4498 feet X 100 feet long
- a 390 m² service garage
- a fuelling station
- chartered flights
- regular flights

Population Served

Approximately 7000 people served regionally.

Approximate Operating Costs(According to data provided by the current contractor)

Items	Quantity (litres) 2011	Costs 2011	Quantity (litres) 2012	Costs 2012
Diesel	23813 litres		34980 litres	
Electricity		\$18,572		\$26,350
Marking paint	500 litres		500 litres	
Crack filler	2000 litres		2000 litres	

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

1.0 Additional General Provisions

1.1 Equipment, Materials and Services Provided by the Contractor

The Contractor must, except as indicated in Clause 2.18 of these specifications, provide, at its own cost and expense, the various labour, supervision, services, supplies and items required to properly carry out the work and fulfill all of the obligations set out in the specifications, and must immediately start, diligently perform and fully complete said work.

1.2 Security Services

- a) Access to the work site will be controlled and limited to the employees assigned to render the services. The Contractor must, if it is deemed necessary by the Department's Representative, provide its personnel with identification badges or identity cards. Only persons with proper identification will be permitted on the work site.
- b) If the Minister, or his/her representative, is of the opinion that national security is at risk, the Minister may order the Contractor to provide information on the persons assigned or intended to be assigned to render the services and may order the removal of any such person.
- c) The Contractor will comply with all orders issued by the Minister, or his/her representative, pursuant to subsequent (b).

1.3 First Aid

The Contractor will be responsible for providing first aid to its employees at the work site.

1.4 Cleaning

The Contractor must keep tidy and must periodically clean, at its own expense, the spaces provided to render the services.

1.5 Tips

The Contractor must ensure that its employees do not, under any circumstances and at any time, solicit or accept tips from the passengers, tenants, customers or any other persons using the premises at the work site.

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

1.6 Occupational Safety

The Contractor must ensure that all federal and provincial safety regulations are respected and must develop all other safety measures as directed by the Department's Representative.

1.7 Reporting Hazardous Working Conditions

The Contractor is responsible for reporting hazardous working conditions to the Department's Representative for corrective action.

1.8 Lost and Found Items

The Contractor must give the Department's Representative all articles that have been lost and found on the work site.

1.9 Distribution of Clothing

The Department will not provide the Contractor's employee with any type of clothing. The Contractor must provide its employees with safety boots and ensure that they are worn.

1.10 Corporate Interests

At the beginning of the contract, the Contractor must provide the Department's Representative with a list of all interests it holds in companies, corporations and other and must update this list as changes occur.

1.11 Compliance with Acts and Regulations

The Contractor must, in every respect, abide by and comply with all of the acts, regulations and by-laws issued by municipal authorities and other government agencies in any manner affecting the company's activities pursuant to this agreement. The Contractor must abide by and comply with all regulations regarding the environment, fire prevention, traffic control, sanitation, safety and all regulations relative to the operation of said airport (see 2.11, 2.14, 3.10, 3.11 and 3.12).

The Contractor must abide by the air regulations, including any amendments thereto, and all other regulations that may be developed by the Department from time to time under the provisions of the *Aeronautics Act* forming Chapter A-2 of the *Revised Statutes of Canada*, 1985.

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

The Contractor agrees and declares that the Contractor, its agents and employees will abide by all rules and regulations brought into force by the Department's Representative. If the Contractor can prove that these amendments will incur additional costs, it may, upon the prior approval by the Department's Representative and with supporting documents, claim all applicable additional sums.

1.12 Work Organization

The description of the work to be carried out, as set out hereinafter, is not intended to dictate any work plan. However, it is expected that all proposals will suggest the most efficient and cost-effective means of performing the work.

1.13 Execution of the Work

The Contractor must begin, carry out and complete the work, in all the different parts, in such manner and at such points and places as the Department's Representative will indicate from time to time, to the latter's satisfaction, but always according to the contract provisions. If the Department's Representative does not provide any instructions, the Contractor must proceed with care, diligence and according to common practice.

1.14 Temporary Work Changes

The Department's Representative will have the right to require the Contractor to perform other duties on the premises subject to the contract. The Contractor must promptly and adequately comply with such requirements. It is understood that such additional duties will normally be performed during regular working hours.

1.15 Department's Representative

The Regional Director General, or his representative, has expressly authorized the Regional Officer to perform, on his behalf, all the functions of manager, supervisor and controller of the rendering of the services. The Contractor hereby agrees that at any time during the contract period, the Contractor will be required to promptly and efficiently follow all of the Regional Officer's orders, directives and instructions relative to the contract and to the rendering of the services.

1.16 Exclusive Work

The Contractor hereby agrees that any employee assigned to fulfill the Contractor's obligations under this contract, may only be used for the purposes of this contract during the hours worked on the work site and must not perform any other tasks during said hours of work.

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

The Contractor's failure to respect the foregoing will lead to its compensation for damages covering the entire period of the assigned employee's working day, which will be withheld by the Department's Representative. The termination clause in this contract may also be applied, if applicable.

1.17 Employee Absenteeism

Should one of the Contractor's employees be absent for whatever reason, the Contractor must still take the necessary measures to maintain the level of service. Such measures may include:

- a) spreading the workload among the other employees;
- b) overtime work at the Contractor's expense, carried out by the other employees after their regular work shift;
- c) hiring part-time personnel.

When one or more of the Contractor's employees are absent, for whatever reason, the Contractor cannot claim the salaries and employee benefits for these periods of absence.

1.18 Overtime

The overtime work carried out by the Contractor's employees cannot be claimed from the Department under this contract, unless otherwise indicated in these specifications.

1.19 Spokesperson

Only the Department's Representative is authorized to communicate with the media on Transport Canada's behalf.

1.20 Travel Expenses

If an employee is sent for training at the Department's request, the employee's travel expenses will be advanced by the Contractor and then reimbursed according to the rates approved by the Treasury Board, without added administration fees. Travel expenses for any other trip must be paid by the Contractor. The Contractor must submit official travel receipts for reimbursement.

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

2.0 Administration

2.1 Scope of the Work

The Contractor must supply the personnel required for the operation and maintenance of the Havre Saint-Pierre airport. Unless otherwise indicated herein, the Department will supply all the tools, equipment and materials required for the purposes of this contract.

2.2 Contract Period

The Contract for the continuous administration, maintenance and operation of the specified premises is for a period of 3 firm years and 153 days, starting at 12:01 a.m. on March 1st 2014, with 2 renewable option years, subject to acceptance by the Department's Representative.

2.3 Administration

The Department's Representative reserves the right, at all times and for all purposes, to have full and free access to any and every part of said airport as well as all the Contractor's records, documents and other files pertaining to the operation of said airport, to ensure that the Contractor is respecting the Department's standards.

The Contractor must ensure that the obligations are fulfilled in accordance with this contract, to the Department Representative's satisfaction. If the Contractor fails to fulfill the obligations set out in the contract, a written notice will be sent, asking the Contractor to make the necessary corrections in a reasonable timeframe, according to the nature of the obligations requiring correction.

If, upon expiry of the deadline indicated in the notice, the Contractor has not taken any action to correct the situation, without limiting any right to compensation given by law, the Department may withhold on all monthly installments payable subject to the terms of this contract, all the costs and fees related to or stemming from this breach, as well as an administration fee of fifteen percent (15%).

The Department's Representative will ensure that the Contractor is aware of the Department's requirements, needs, commitments and standards.

Although the publications below are available on the Internet, the Department will supply these to the Contractor upon request:

- a) copies of the Government Regulations, restrictions, directives, and local standing offers or their equivalent, fire prevention regulations and regulations concerning hygiene;

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

- b) any storage space required for the purposes of this contract;
- c) a copy of the inventories of the tools, equipment and materials on hand at the start of the contract at said airport, which be placed in the Contractor's care;
- d) inspections by technical and other representatives to ensure that the operation, maintenance and services provided by the Contractor are adequate and in keeping with good engineering and maintenance practice as well as the Department's standards and requirements;

2.4 Documentation

The Contractor will be responsible for providing all the information and records pertaining to the maintenance and operation of the equipment and facilities, in the format prescribed by the Department's Representative.

The preventive maintenance checklist, provided by the Department in Appendix "H" must be filled out each day. On the last day of the month, this duly completed list must be submitted with the Contractor's monthly invoice.

2.5 Interests, Taxes, Dues, Rules and Regulations

The Contractor will be responsible for paying all interest, taxes and dues that may be lawfully imposed during the contract period in respect to the airport facilities and the Contractor's activities at said airport. Property taxes are the Department's responsibility.

2.6 Contractor's Obligations Before the Contract Comes into Effect

All Crown property that will be used by the Contractor for the purposes of this contract will be listed on the appropriate store and equipment inventory sheets, which the Contractor must sign, declaring that they were received in good condition. The parties concerned must certify, on the inventory sheets, any items that were added to or removed from the premises.

2.7 Contractor's Obligations During the Contract Period

The Contractor has the obligation to provide the Department's Representative with all the information and records pertaining to the maintenance and operation of the equipment, material and facilities.

The Contractor must undertake, at least once a year or at such intervals specified by the Department's Representative, an accounting inventory of all of the Department's tools, materials, supplies and equipment in the Contractor's possession and care, subject to and in accordance with this contract.

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2.8 Contractor's Obligation Upon the Contract's Expiration

The Contractor must keep and return, at the expiration of this contract, together with any changes made from time to time, all premises and equipment in their initial condition at the commencement of the contract, with the exception of changes, conditions or quantities resulting from:

- a) normal and reasonable wear and tear;
- b) loss or damage to said premises, equipment and other Department property though explosion, fire, lightning, storm, random act or any act or occurrence beyond the Contractor's control.

The Contractor must undertake, at the end of this contract or at such intervals specified by the Department's Representative, an accounting inventory of all of the Department's tools, materials, supplies and equipment in the Contractor's possession and care, subject to and in accordance with this contract.

The Contractor must arrange for its onsite Superintendent to continue in his/her position on the premises for a minimum of six working days after this contract's expiration.

During this period, the Department's Representative must check or have someone check all of the equipment supplied to the Contractor against the last amended inventory.

All deficiencies must be noted and acknowledged by the Contractor Representative's signature prior to leaving the premises. If there are no deficiencies, the Contractor will immediately be issued a release.

Subsequent to each inventory and at the termination or conclusion of this contract, the Contractor will reimburse the Department for all losses, shortages and damage to the Department's tools and equipment in the Contractor's custody, at their current replacement value and to the Department's satisfaction, except as stipulated in paragraph (a).

2.9 Airport Revenues

The Department has sole responsibility for collecting all rents or payments, of any description or nature, owed by the lease holders and all other operators of the airport or its facilities.

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2.10 Occupational Safety Regulations

The Contractor must abide by the occupational safety regulations set out by the Province of Quebec's *Commission de la Santé et Sécurité au Travail* (CSST) and other applicable regulations. The Contractor must:

- a) favour an aggressive occupational safety program;
- b) report, to the Department's Representative, all accidents resulting in injury to the personnel or damage to the material and property;
- c) set and respect a periodic safety inspection schedule;
- d) assist Departmental staff in accident investigations as required;
- e) provide all additional safety reports that may be required by the Department's Representative;

2.11 Security and Safety

The Contractor must ensure the security and safety of the airside and all facilities vital to the airport's operation, as described in more detail in Appendix "C".

The Contractor must prevent any unauthorized vehicles or pedestrians from circulating on the airside while ensuring that the methods that are used cause the least amount of disruption to the orderly flow of passengers, regardless of the circumstances.

The Contractor must prevent and remain on the lookout for any illegal acts, usurpation or other infringement of the Department's rights. Should such occur, the Contractor must notify the Department's Representative. Failing to do so will render the Contractor liable for all resulting damages.

The Contractor must ensure that the motor vehicle parking areas are not congested and that the flow of traffic in no way obstructs the terminal area.

The Contractor must apply and maintain the Department's security and safety program to ensure that the terminal building and all other buildings within the confines of the airport are adequately protected.

The Contractor must protect the properties from all attempted theft, acts of vandalism and consequential damage that may be caused by the employees, passengers or members of the general public.

The Contractor must keep and protect the contract, specifications, plans, information, drawings, materials, tools and real property provided to the Contractor by Her Majesty

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against all loss or damage from any cause, and without limiting the generality of the foregoing, from espionage and sabotage. The Contractor must not use, provide or disclose these, except as may be essential to the rendering of the services, without the Department or the Department Representative's written consent.

If any of the documents or information given or disclosed to the Contractor have a security rating, the Contractor must take all necessary measures indicated by the Department's Representative to ensure that this rating is maintained.

The Contractor will help any person authorized by the Department to inspect or take security measures in respect of the services.

The Department's Representative may order the Contractor to do such things as the Department's Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of this section.

The Contractor must submit a report on any suspected and/or actual security incident.

The Contractor must control access to restricted areas and keep a register of allocated keys and access cards.

2.12 Environment

The Contractor must comply with the federal environmental protection acts and their regulations as well as all related acts, regulations or rules pertaining to environmental protection enacted by the province, municipalities and local governments (Appendix "G").

2.13 Continuity Plan

The Department's Representative is responsible for developing and updating the business continuity plan. The Contractor must provide, at the Department Representative's request, the necessary information to keep the plan up to date.

2.14 Safety Management System (SMS)

The Department's Representative is responsible for developing and updating the Safety Management System (SMS) manual. The Contractor must provide, at the Department Representative's request, the necessary information to keep the manual up to date.

Furthermore, to support the Department's application of the Safety Management System (SMS), the Contractor must have a safety policy and a non-punitive incident reporting policy. These policies must be signed by the person corresponding to the

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Canadian Aviation Regulations, Section 106.02. The Contractor and its employees must be aware of and respect their role and responsibilities as set out in the airport's SMS manual.

2.15 Damage to Property

In the event of damage to Crown property, the Contractor must immediately notify the Department's Representative in writing and launch an investigation as to the causes and extent of the damage in order to obtain the following information:

- a) an exact description of the tasks assigned to every employee, officer or servant involved;
- b) a statement from each employee, officer or servant involved, stating the circumstances to the best of their knowledge and specifying if they were performing their duties when the accident occurred,
- c) a report by any other person having any knowledge of the circumstances surrounding the damaging event;
- d) copies of any reports made to the local police in connection with the event;
- e) such plans, sketches or photographs as may be necessary to understand the exact nature of the accident; and
- f) all information or material the Department's Representative may require.

2.16 Air Traffic Reports

The Contractor must keep a record of aircraft movement at the airport. The report must list all aircraft parked for a period of over six (6) hours. The Contractor must submit this aircraft movement report to the Department's Representative every month, on a form provided by the Department. Aircraft landing and parking fees will be collected exclusively by the Department according to the reports provided by the Contractor.

The Contractor is not required to supply additional personnel outside of regular working hours solely for the purpose of completing these reports. However, the Contractor must make every effort necessary to ensure that the reports reflect the situation as accurately as possible.

If the Contractor fails to produce said reports in the above-mentioned timeframe, the professional fees owed to the Contractor will be withheld until the reports are submitted to the Department.

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2.17 Lodging

The Department is not required to provide the Contractor's personnel with lodging.

2.18 Materials and Equipment Supplied by the Department

It is understood that the Contractor will use all of the services, supplies and materials provided by the Department exclusively for the purposes of this contract (see Appendix "F").

The Department will establish the adequate levels of materials and supplies necessary to render the required services and the Contractor will keep the Department informed of the maintenance of these levels.

The Department will provide the buildings, equipment and tools listed in appendices "A" and "B" of this contract. The Contractor will use these exclusively for the purposes of this contract.

Note:

The equipment listed in Appendix "A" may be subject to replacement or trade by the Department. This list is supplied as a guide only.

All purchases at the Department's expense must be pre-approved by the Department's Representative

The materials, tools and equipment must remain on the work site. For the entire contract period, no materials, tools or equipment used for the airport's operation and maintenance may be removed from the airport premises without the Department Representative's written consent. All unused parcels must be returned to the Department upon the contract's termination date.

2.19 Facilities Supplied by the Department

The Contractor must ensure the necessary maintenance of the facilities at its disposal, to the satisfaction of the Department's Representative. It is the Contractor's responsibility to foresee the special equipment and tools required and inform the Department's Representative of these needs.

Moreover, upon the contract's termination, the Contractor must remove all of its materials from the premises and turn over the facilities in good condition, to the Department Representative's satisfaction and in a reasonable timeframe.

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3.0 Operations and Maintenance

3.1 General

The Contractor's work must be carried out conscientiously and meet the Department Representative's requirements. To this end, the Contractor must hire suitable, qualified personnel to ensure the operation and maintenance of the various equipment in the aerodrome's buildings, structures and facilities as well as their preventive maintenance under this contract, in accordance with the provisions set out in Appendix "C".

If at any time during the contract period, the Contractor is unable to effectively carry out the extent of the work required under this contract with the approved resources, it will be the Contractor's responsibility to identify and justify any necessary changes. The Department's Representative will rule and determine if such changes are required. This decision will be final and will bind the parties.

3.2 Contractor's Personnel

For the purposes of this contract, the Contractor must hire the personnel listed in sections 3.3 to 3.9. All of the Contractor's employees must have the qualifications stipulated in Appendix "C" for their respective job category.

The Contractor must give the Department's Representative the complete list of its qualified employees assigned to the airport's operation, with a copy of their resume. As changes are made (dismissal, resignation, departure of one or more of its employees), the Contractor must provide a revised list along with a copy of the employees' resumes.

The Department reserves the right to verify the employees' qualifications.

3.3 Contractor's Representative Onsite

The Contractor must assign to the site, during working hours, until completion or termination of the contract, a competent Team Leader who will be on the premises and be authorized to receive, on the Contractor's behalf, the orders, directives and other communications that may be given by the Department's Representative pursuant to the contract. The airport's Team Leader must ensure that the work set out in the specifications is carried out satisfactorily. This person must have practical knowledge of English and French and be able to communicate effectively in both languages.

The airport's Team Leader will direct all of the Contractor's personnel. He will be responsible for the airport's security and safety and will act as heavy equipment operator. The Team Leader's duties and qualifications must meet the requirements listed in Appendix "C".

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Outside of regular operating hours, the Contractor may be required to ensure a presence at the airport in the event of a scheduled commercial flight (arrival or departure), non-scheduled flight with three (3) hours notice or a medevac flight.

3.4 Field, Mechanical Equipment and Preventive Maintenance Personnel

The Contractor must provide the services of fully qualified and competent personnel for the preventive maintenance of the buildings, structures and facilities, the mechanical equipment and the aerodrome. The functions and qualifications of the following occupations must be as specified in Appendix “C”, which are the minimum standard for efficient and cost-effective maintenance.

The contract’s execution requires a minimum of 2.5 people. However, the Contractor need not limit itself to this number and may hire additional employees under the same contract terms.

- Heavy equipment operator and mechanic / General duty tradesman
- Heavy equipment operator / General duty tradesman
- Heavy equipment operator seasonal (6 months)

The Contractor will appoint a Team Leader, who can combine the duties of a heavy equipment mechanic and a general duty tradesperson with the duties of a heavy equipment operator.

3.5 Cleaning Service

The Contractor will clean the buildings in accordance with the requirements set out in Appendix “D”.

3.6 Security and Safety

The Contractor must ensure that all of its personnel respects the airport safety/security regulations described in Appendix “C” and Section 2.11.

3.7 Approval of the Qualifications of the Contractor’s Personnel

Notwithstanding the qualification and knowledge requirements for the Contractor’s employees described in Appendix “C” for each occupation, the Department’s Representative reserves the right to have any of the Contractor’s employees interviewed or tested to determine if they are qualified and suitable to be assigned to carry out the work.

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3.8 Contractor's Personnel

At the beginning of the contract, the Department commits to giving the Contractor's employees basic knowledge of the airport's operations. All subsequent training required due to a change in personnel of any kind will be at the Contractor's expense.

3.9 Scope of the Airport's Maintenance

The Contractor must render the services required for the airport's winter and summer maintenance, including the related equipment, buildings, structures and facilities as listed in these specifications. The Contractor must also render all other services for the agencies, other than the Department of Transportation, that may, in the interest of the Government of Canada, be added by the Department from time to time.

Should a situation occur that is not covered by the provisions set out herein, the Department's Representative will take whatever action he deems appropriate.

3.10 Maintenance Standards

The Contractor must provide, to the Department's satisfaction, a constant and high standard of maintenance. Moreover, without restricting the generality of the following, the maintenance standards must be based on the following documents:

- a) The Department's manuals, regulations, stipulations and instruction guides
- b) The Labour Code
- c) The National Building Code
- d) The Treasury Board's Occupational Health and Safety Manual
- e) The Canadian Electrical Code
- f) Manufacturer's recommendations
- g) The snow removal standards must respect the guidelines indicated in the CI 302-013 Advisory Circular, "*Airport Winter Maintenance and Planning*" and in the airport's snow removal plan.

3.11 Aerodrome, Runway, Taxiway and Apron Maintenance

Winter maintenance includes: snow removal and de-icing, including sand and/or formate application.

- a) During regular working hours, as published in the Canada Flight Supplement, it is necessary to maintain runway 08 - 26, its extensions and shoulders, as well as all gravel surfaces, in the condition specified by the Department's Representative, free of snow, ice, frost film and any other foreign materials liable to render them unsafe.

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The Contractor is required, when a commercial or MEDEVAC flight is scheduled to arrive and/or depart, to commence snow removal operations as soon as one-half (½) inch of fresh snow has accumulated on the ground and continue until the runway and other areas are cleared as specified by the Department's Representative.

b) Outside of regular operating hours, the following guidelines apply:

The Contractor must, when a commercial flight is scheduled (arrival or departure) or upon three (3) hours of advance notice for a non-scheduled flight, apply the procedure specified in paragraph a). To that end, the organization in charge of the flight or the home Flight Service Station must be able to reach the Contractor at all times.

When no commercial flights are scheduled to arrive and/or depart, the Contractor must issue a notice to airmen (NOTAM) at the home Flight Service Station when the snowfall reaches a depth of two (2) inches:

Regular operating hours are those listed in the current Canada Flight Supplement.

The Contractor must follow the procedures set out in the Airport Operations Manual (AOM), the Snow Removal Manual, the Canadian NOTAM Procedures Manual governed by the *Canadian Aviation Regulations* (CAR) and the Aerodrome Standards and Recommended Practices (TP 312).

Notwithstanding the above, the Contractor must immediately take appropriate measures in the event of adverse weather conditions with persistent and lasting effects on the runway, such as freezing rain, excessive snow accumulation or other.

Summer Maintenance

During the airport's summer operations, the Contractor must also keep the aircraft operating surfaces in a safe and serviceable condition.

Summer maintenance includes, among other things: inspecting and maintaining the gravel surface, grading, cleaning open ditches, cutting the grass, repairing fences, maintaining the graded surfaces in accordance with the standards, erosion control, marking the paved surfaces and filling of cracks.

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3.12 Access Road and Parking Area Maintenance

The Contractor must maintain all of the roads and parking areas, off-take drains and related installations, in accordance with the directives given by the Department's Representative.

Winter maintenance includes: snow and ice removal, including sand application if needed.

a) Summer maintenance includes: grading all gravel surfaces, sweeping, monitoring erosion adjacent to all roads and fences, maintaining all drainage systems and car parking areas, marking the pavement and filling cracks.

3.13 Snow Transportation

The Contractor is responsible for snow transportation, if required for operational needs.

3.14 Equipment Maintenance

The Contractor must operate, maintain and repair all mobile airport equipment and fixed equipment supplied by the Department, as listed in appendices "A" and "B", and keep the records requested by the Department's Representative.

3.15 Building and Public Utility Maintenance

The Contractor must maintain all of the airport's buildings and public utility networks. The applicable buildings and utilities are listed in Appendix "B".

3.16 Cleaning the Buildings

The Contractor must set and oversee suitable cleaning schedules at a hygiene and sanitation level in keeping with the Department's requirements, standards and frequencies, for every area, including the air terminal and other buildings listed in Appendix "B", in order to carry out the following work in accordance with the prescriptions listed in Appendix "D".

3.17 Electrical Maintenance

The Contractor must operate, maintain and repair all electrical installations and visual aids. This work will be carried out by an electrician who is a member in good standing of the *Corporation des maîtres électriciens du Québec*. The Department will supply all of the material required for maintenance and repair. For each repair, the Contractor will pay the costs of labour up to a maximum of \$1,500, excluding the replacement of the

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bulbs and fixtures, which must be supplied by the Contractor as set out in Appendix “E”. The Department will bear all costs exceeding the said amount (\$1,500).

The Contractor must receive prior authorization from the Department’s Representative for all repairs exceeding \$1,500. If this directive is not followed, the Department will be released from all obligations.

The Contractor must maintain all standard and auxiliary (generator) approach lighting, including the ARCAL system for runway 08 - 26.

3.18 Transportation of Goods

The Contractor must transport all goods intended for the Department, to the airport site or vice versa, with the Department’s vehicles, providing the labour to do so. All goods that cannot be transported with the Department’s vehicles must be pre-approved by the Department’s Representative.

3.19 New Facilities

The Contractor must operate, maintain and repair all new runway extensions, taxiways, car parks, access roads, additions to buildings, new facilities and services and any additional mobile equipment used at the airport. If the Department requires additional personnel, these services will be paid at the rates agreed upon by the Department’s Representative and the Contractor.

The cost of maintaining and operating the new facilities will be decided by the Contractor and the Department’s Representative, who will take into consideration all requests for increases to the contract that may be justified by the Contractor.

3.20 Excluded Work

The Contractor will not be responsible for what follows:

- a) providing the Rescue Service with the materials required to fight fires;
- b) providing administrative services pertaining to the legal agreements;
- c) providing furniture for the public areas and administrative offices.

3.21 Major Repairs

The Contractor will be responsible for the cost of all material and labour for each repair to the airport facilities and equipment covered by this contract, up to a maximum of \$1,500.00. The Department will bear all costs exceeding said amount (\$1,500.00) unless

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repairs were required due to lack of maintenance, in which case Transport Canada will be released from all obligations and the Contractor will be required to perform the repair work at its own cost and expense; all subject to the complete discretion of the Department's Representative, whose decision will be final and without appeal.

The Contractor must receive prior authorization from the Department's Representative for all repairs exceeding \$1,500.00. Failure to do so will release the Department from all obligations.

3.22 Miscellaneous

The Contractor will be required to provide any other services the Department could add from time to time, in the interest of efficient management and technical performance.

3.23 Logistical and Administrative Support

In accordance with the Department Representative's directive, the Contractor must keep an inventory of the supplies in order to respect good storage practices. It is understood that the Contractor will use all of the services, supplies, materials and furnishings for the purposes of executing this contract and any unused parcels will be returned to the Department on termination of this contract.

The Contractor will bear the cost of the telephone, fax and Internet connection services (garage and ECC), electricity, heating, water supply, garbage collection, the necessary janitorial supplies and petroleum products, as stipulated in Appendix "E".

Note: ECC = Emergency Coordination Centre

3.24 Conflicts of Interest

The Department's Representative may order the Contractor, or any of its employees or representatives, to desist from any activities that could, in the Representative's opinion, be a source of conflict for the airport's operation. The Contractor and its employees or representatives must immediately comply with the directives given by the Department's Representative pursuant to this clause.

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Appendix A – List of Mobile Equipment

Number	Equipment	Brand	Model	Year	Acquisition cost
61-9211	TRACTOR WITH MOWER	JOHN DEER	2955	1992	36 300,00 \$
53-Y515	PICK-UP 4x4	CHEVROLET	SILVERADO	2005	35 000,00 \$
53-T107	PICK-UP 4x4	FORD	F-250	2011	38 584,00 \$
59-Y701	DETACHABLE BLOWER	RPM TECH	LM-220M	2007	106 333,00 \$
62-9804	FRONT LOADER (BUCKET CRAIG LM 6.0, FORK CRAIG CFP55, REVERSIBLE BLADE CRAIG 15')	CASE	821B	1998	220 000,00 \$
66-Y402	GRADER	VOLVO	VOLVO	2005	227 528,00 \$
67-8913	RUNWAY SWEEPER	SMI	SW324D	1989	129 188,00 \$
60-8730	SNOW BLOWER	VOHL	DV904	1987	183 000,00 \$
67-T201	RUNWAY SWEEPER	TENCO	SMI SW324D	2012	214 783,00 \$
71-8329	ABRASIVE SPREADER	LAROCHELLE	SC-640SI	1983	9 397,00 \$
69-T301	MOBILE COMPRESSOR	ATLAS COPCO	XAS185JD	2012	14 900,00 \$
71-T201	SNOW PLOW BLADE	EDF	EDF14-44HDOR	2012	19 553,00 \$
56-T201	PLOW TRUCK	PETERBILT	365	2012	197 918,00 \$
69-9404	FORMATE SPREADER	HOMEMADE	LMC6A-8EC 409S	1994	12 653,00 \$

Appendix B – List of Fixed Equipment and Buildings

LIST OF FIXED EQUIPMENT TO BE MAINTAINED

Storm sewer system
Sanitary sewer system
Water distribution system
Fuel storage and distribution
Air terminal (emergency power)
Heating system
Ventilation system
Electrical and lighting systems
Air conditioning system
Plumbing system
Luggage conveyor system
Compressed air system
Electric and hydraulic gates
Automatic door mechanisms

LIST OF BUILDINGS TO BE MAINTAINED

Air terminal
Garage
Electrical service centre
Sand/formate warehouse
Pumping station

Appendix C - Description of Duties and Qualifications

TEAM LEADER

Duties

Operates the airport according to the operating manual and the contract's management. Directs the work, oversees all of the Contractor's personnel and performs the security-related tasks described below.

Administration

The Team Leader must:

- a) Take necessary measures to protect Department's property and goods;
- b) Help develop plans and specifications for construction projects;
- c) Write correspondence, prepare requisitions, keep files up to date.

Winter Operations

Direct, supervise and carry out snow removal or de-icing work; implement the equipment operator training program; initiate or take action to ensure the presence of the personnel required to handle precipitation situations; initiate the notice to airmen (NOTAM) process to provide information about the conditions of the runways and manoeuvring areas, etc.; act as heavy equipment operator according to operational need.

Summer Operations

Direct, supervise and carry out airfield and runway work; help prepare the work plans and annual estimates of the airport's maintenance projects. Operate maintenance vehicles when required.

Safety/Security

The Team Leader must:

- a) Apply and keep the emergency procedure manual, airport security plan and SMS manual up to date; perform other related duties.
- b) Be present at the airport during its hours of operation.
- c) Ensure a timely response to alarms from a passenger screening checkpoint in the event of a threat to the security of a flight, an aircraft or the aerodrome.
- d) Cooperate as best possible with the available emergency response personnel in the event of an aircraft accident, fire or other emergency situation, as set out in the Emergency Response Plan (ERP).

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- e) Patrol the security perimeter, the air terminal's apron and the restricted areas in the air terminal in order to deter and detect unauthorized access or the introduction of a weapon, explosive substance or incendiary device in these areas.
- f) Notify the affected air carriers at the aerodrome when it is known or suspected that an unauthorized weapon, explosive substance or incendiary device has been introduced into the sterile area.
- g) Patrol the air terminal and apron areas in the immediate vicinity of the air terminal building.
- h) Keep an updated log of security incidents.
- i) Perform any other duties the airport operator may require.

The Team Leader must be capable of writing reports and keeping airport maintenance records. He must ensure that the work is performed in accordance with the established security regulations; attend to bird and pest control; oversee the maintenance of the drainage and sewer systems, the airport's general landscaping and the maintenance of the mobile and stationery equipment; carry out various supervision duties and perform other related duties, as needed.

Qualifications and Knowledge

The incumbent must have at least one year of experience in the areas listed below.

Mechanical ability, mental alertness, good interpersonal skills.

Ability to analyze and evaluate, more specifically: review or investigate a wide variety of complex situations, problems, proposals or recommendations that would have a bearing on the Department's or the Contractor's programs or operation, identify trends, innovations and other sectors relevant to the management programs and specialized services.

Ability to help formulate plans used to design, develop and execute a program's various phases; define the purpose and scope of the management and various services and modify a program's phases to meet the environmental or organizational requirements.

Ability to direct, more specifically: define objectives and assignments, select, motivate and appraise the employees; recommend appropriate measures affecting personnel.

Ability to read instruments and sketches, make various arithmetic calculations, understand and use the characteristics of certain materials, operate and maintain various pieces of equipment.

Ability to hold a restricted radiotelephony license, with aeronautical qualification, issued by Industry Canada.

Ability to ensure the respect of the applicable security regulations.

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Ability to perform the appropriate duties and supervise qualified tradespeople, as confirmed through work experience.

Knowledge of actions to be taken in response to a threat to the security of a flight, an aircraft or the aerodrome.

Knowledge of the physical layout of the aerodrome.

Recognition of the weapons and devices that may be used to threaten the security of a flight, an aircraft or the aerodrome.

Knowledge of regulations and documentation pertaining to aerodrome security.

The Team Leader or other employee must have completed the Canadian Firearms Safety Course and hold a valid permit to possess a firearm.

Willingly accept the working conditions inherent to the position, such as being available in the event of calls outside regular working hours.

Knowledge of English and French is essential.

The Contractor and its employees agree to receive, at the Department's expense, the following training or other training that may be deemed necessary by the Department's Representative:

- Safety Management System (SMS)
- Airport Rules and Procedures (TP312)
- Wildlife Management

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DRIVER/HEAVY EQUIPMENT OPERATOR/GENERAL DUTY TRADESPERSON

Duties

Under the general direction of the Contractor's Team Leader, directs and coordinates the mechanical work by performing the following duties:

Repair, dismantle and reassemble the various parts of the equipment listed in Appendix "A" as well as the fixed equipment installed in the buildings described in Appendix "B".

Dismantle and reassemble the moving parts while respecting the indicated deviations with the help of tools; check and adjust the tolerances of the moving parts using gauges and precision tools; grind the cylinders and valves with power tools; drill holes in the metal parts; know how to use the equipment required for oxy-acetylene and electric arc welding; steam-clean the motors and mechanical parts; inspect and maintain the ground support equipment; drain and replenish the oils and coolants; run tests on the equipment to ensure that they are working properly and repair tires.

Willingly accept the working conditions inherent to the position, such as being available in the event of calls outside regular working hours;

Operate heavy equipment, as required.

Under the general direction of the Contractor's Team Leader, operate various types of equipment and gas or diesel-powered trucks; snowblowers, heavy trucks with or without a plow, snowplows, mechanical brooms, tractors, graders and other equipment generally used to maintain an airport.

Repair the various parts of the above equipment, as well as compressors and the motors of the electrical standby units; perform certain manual tasks as required.

Responsibility

The incumbent is responsible for the proper use and maintenance of the spare parts, tools, equipment and the very costly heavy equipment. The efficiency of the safety program must be monitored at all times to ensure that the vehicles never pose a risk to the workers, the aircraft or the passengers.

The incumbent must interpret the directives.

The incumbent must keep up-to-date maintenance records, time sheets and inventories of the material used as well as prepare requisitions for spare parts and supplies.

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Qualifications

The work requires thorough knowledge of the principles of gasoline engines, diesel engines and heavy machinery, as well as sound judgement, great precision and a minimum of five (5) years experience in the operation, maintenance, repair and reconditioning of gasoline engines, diesel engines and various electrical and mechanical equipment.

Good knowledge of welding methods and techniques; ability to prepare reports; be in good physical condition and meet Department of Transportation's health standards.

Have a high school diploma or an elementary level education along with certain technical training credits pertaining to the mechanics of heavy and other vehicles.

Ability to ensure the respect of the applicable security regulations;

Ability to perform the appropriate duties, as confirmed through work experience;

Drive vehicles generally used for snow removal at an airport, when required in the winter.

Ability to hold a restricted radiotelephony license, with aeronautical qualification, issued by Industry Canada.

Assist the Team Leader with various security/safety tasks.

Other Duties

Under the general direction of the Contractor's Team Leader, perform a variety of preventive maintenance work on the buildings, structures and facilities, such as:

Electricity and Electric Generator

Perform preventive maintenance work and minor repairs not requiring a qualified electrician on all components of the lighting system used for the runways, apron and parking areas, the buildings' electrical circuits, etc. as well as on the standby electric generators.

Preventive Building Maintenance

Detect and correct deficiencies, such as cracked or broken windows; condensation; snow infiltration; window and door seals and hinges, stairways, portico steps, damage to roofs and exterior walls, etc. The Contractor will plan and schedule an adequate preventive maintenance program to extend the economic life of the building and facilities.

Plumbing and Heating

All heating, plumbing and mechanical equipment must be checked daily: temperature, heating systems and fuel supply, taps and toilets and level of fluids in all waste and fuel storage tanks. The

**TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND
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air filters and fan belts must be checked on a monthly basis and the motors and outer parts of the boilers, evaporation plates, humidifier, etc. must be cleaned.

Building Cleaning

Perform the cleaning tasks described in Appendix “D”.

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DUTIES AND QUALIFICATIONS OF A SEASONAL OPERATOR (6 MONTHS)

Under the general direction of the Contractor's Team Leader, the Seasonal Operator operates various types of equipment and gas or diesel-powered trucks; snowblowers, heavy trucks with or without a snowplow, front-end loaders, mechanical broom, tractors, graders and other equipment used for winter maintenance at an airport. Do light repairs, regular maintenance and help the mechanics during the mechanical overhaul of this equipment; carry out various other maintenance tasks and small manual jobs.

Qualifications

The incumbent must have a minimum of one year of experience in the above-listed areas; have knowledge of heavy equipment maintenance methods; hold a valid Class 1 or Class 3 driver's license issued by the Province of Quebec, with a minimum of one season of snow removal experience; hold a valid radio operator certificate; have sound judgement and be in good physical condition to be able to perform the tasks.

GENERAL REMARK

All of the Contractor's personnel may at some point be required to operate machinery owned by the Department on the aircraft manoeuvring areas, must hold a valid Class 1 or Class 3 driver's license issued by the Province of Quebec, with a minimum of one season of snow removal experience and hold a valid restricted radiotelephone operator licence with aeronautical qualification issued by Industry Canada. Transport Canada will provide the employees with the training required to obtain a radiotelephone operator license.

The incumbent must obtain security clearance from the Department.

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Appendix D – Cleaning Specifications

GENERAL INFORMATION

The air terminal must be kept clean and tidy during all occupancy hours. In the event of spills, the Contractor must take immediate action to clean the affected area. All heavy cleaning work must be carried out when the air terminal is not occupied by passengers.

The Contractor is responsible for picking up any litter and ensuring the ongoing cleaning of the terminal, public areas, hallways, washrooms, locker rooms, lounge and lunch room. Also, the luggage hall, the conveyor and administration offices must be cleaned.

During winter, the Contractor is responsible for removing the snow and ice and sanding the sidewalks leading to the passenger ramp, the main entrance sidewalks, the entrance to the freight and luggage hall and the wheelchair ramps.

CLEANING SCHEDULE

Air terminal (between 4:00 p.m. and midnight)

AIR TERMINAL – Boarding lounge and entrance hall

Empty and clean the outdoor ashtrays, 7 times/week

Empty the trashcans and recycling bins, 7/week

Change the garbage bags, 1/week as needed

Sweep and wash the hard surface floors

Winter: 14/week

Summer: 7/week

Remove stains from the walls, doors and windows 7/week

Wash the entrance windows 7/week

Clean the chairs 7/week

Dust the tops and visible surfaces of the tenants' counters 7/week

Clean the steel part of the luggage conveyor 7/week

Clean the luggage conveyor belt 7/week

Clean and disinfect the public telephones 7/week

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Clean the scrapper mats

Winter: 1/week

Summer: 2/month

Dust all of the illuminated advertising panels in the arrivals lounge 4/year

Wash the exterior windows 2/year

Clean the neon lighting 1/year

Clean the signs 3/year

LUGGAGE HALL

Mop the floor with a cleaner-disinfectant solution 2/week

Wash the floors

Winter: 2/week

Summer: 2/month

Wash the glass in the doors

Winter: 2/week

Summer: 1/week

WASHROOMS

Empty the garbage cans and recycling bins (7/week). Pick up any litter. Restock the dispensers with paper towels and hand soap, as needed. Clean the sinks, cabinets, change tables, toilet tanks and urinals with a cloth and a spray bottle of disinfectant. Dry the toilet seats with a cloth. (For heavy jobs, use a cream cleaner). Wipe splatters with cleaner/disinfectant as needed.

Remove spots from the walls, partitions, doors, windows and mirrors, as needed

Sweep and wash the floors 7/week

Pour clean water in the floor drains 1/week

Wash the walls 1/month

Clean the ventilation system 4/year

MECHANICAL AND ELECTRIC EQUIPMENT ROOM ON THE GROUND FLOOR

Sweep the painted concrete floor 1/month or as needed

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SERVICE GARAGE AND ADMINISTRATIVE OFFICES, BETWEEN 4:00 P.M. and MIDNIGHT

Mop the floor with a cleaner-disinfectant solution 5/week

Wash the floor Winter: 5/week
 Summer: 1/week

Dust the venetian blinds 2/month

Steam-clean the floor 1/ month

Deep clean and wax the floor 2/year

Clean the furniture, garbage cans and recycling bins 2/week

Change the garbage bags 1/week as needed

Remove spots from the walls, doors and windows, as needed

Wash the walls 1/year

FURNACE/HEATING ROOM

Dust the concrete floor 1/year or as needed

HALLWAY

Sweep and wash the floor Winter: 5/week
 Summer: 2/week

STAIRS TO MEZZANINE AND HALLWAY

Sweep and wash the floor, stairs and risers
 Winter: 5/week
 Summer: 2/week

Note:

The Contractor is responsible for providing all safety material and measures that may be required for personnel having to work at a height or in confined spaces.

Appendix E – Materials, Supplies and Services Provided by the Contractor

The Contractor must provide the following:

Paper towelling: Multifold, Westroll or in rolls

Toilet paper: In rolls

Cups: Paper (Dixie)

Hand soap

Powdered soap

All other items required for the janitorial services

The Contractor must also supply all other materials, equipment and supplies necessary to properly carry out the cleaning work under this contract. All maintenance product containers must respect the federal act concerning the Workplace Hazardous Materials Information System (WHMIS).

TV cable in the EEC room

Stationary

Aeronautical publications (Canada Flight Supplement (CFS), Canada Air Pilot – Instrument Procedures (CAP 5 et CAP 6) – VNC Anticosti Chart (AIR 5011))

Internet, telephone, cellular phone and fax costs

Bottled water

Electricity cost for the air terminal, garage, runways, parking areas and other buildings

Heating oil, propane

Diesel fuel, gas

Annual inspection, refilling and hydro static testing of all fire extinguishers in the air terminal and garage

Duly completed preventive maintenance checklist

**TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND
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Tires for all the vehicles

Paint for the runways, taxiways and parking areas

Runway lights (bulbs and fixtures, electricity)

Crack filing

Extermination service

Lights, fluorescents and ballasts for the air terminal and garage

Locking and opening the terminal's doors after hours

Maintenance of the air terminal and garage's alarm system, annual cost paid by the Contractor

The Contractor (or one of its employees) must travel to the premises at night if the alarm system goes off

The Contractor must respect the insurance conditions, as prescribed in the contract's appendix


The Contractor must replace the used items in the spill kit

The Contractor must pay for the vehicle inspections requested by the SAAQ

The Contractor must pay all taxes pertaining to the airport facilities and the Contractor's activities (water supply, garbage collection, septic sludge)

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF THE HAVRE SAINT-PIERRE AIRPORT

Appendix E – SPILL KIT

	SPILL KIT		✓
	95-gallon recovery barrel (overpak)		
	1 absorbent roll - 19" x 144" (47.5 cm x 4 320 cm)		
	50 absorbent sheets - 17" x 19" (42.5 cm x 47.5 cm)		
	5 absorbent socks - 3" x 48" (7.5 cm x 120 cm)		
	5 absorbent socks - 3" x 120" (7.5 cm x 300 cm)		
	4 booms - 5" x 120" (12.5 cm x 300 cm)		
	1 drain cover - 36" x 36" (90 cm x 90 cm)		
	3 garbage bags - 26" x 36" (60 cm x 90 cm)		
	2 absorbent bags for hydrocarbons (25 LITRES)		
	1 retractable shovel		
	2 pairs of protective glasses		
	2 pairs of nitrile gloves		
	2 Tyvek suits		
	1 cup		
Various tools			
2 pairs of hydrocarbon resistant boots			

Appendix F – Material and Equipment Supplied by the Department

Copy of the regulations

Basic tools (inventory)

Plans, drawings

Form – Preventive Maintenance Checklist (Appendix H)

Air traffic report form

Decelerometer

Radios

Broom brushes

Runway de-icing/dust control products

Parts, material and labour, as identified in Section 3.21 of these specifications (value exceeding \$1,500)

Appendix G – Environmental Clause

Without limiting the generality of all other commitments set out herein, the Contractor must, at its expense and at all times, comply with all Acts in effect concerning the use, non-use, maintenance, non-maintenance, operation or non-operation of the Premises, equipment and facilities erected on the premises, as the case may be, including such Acts concerning the protection of the environment. The Contractor must immediately notify the Department in writing of any breach or violation of these Acts or the occurrence of any event affecting the sediment, soil or water in, on, above or below the Premises. Moreover, the Contractor must, **at its expense**:

- a) immediately notify the Department's Representative of the scope and nature of the measures taken to comply with the stipulations in the following subparagraphs and keep this person informed by means of written notices;
- b) diligently complete all work that will allow the Contractor to comply with all Acts in effect;
- c) immediately stop all deposit, emission, disposal, release, spill, leak or runoff of any contaminant, pollutant or harmful substance in the environment or in, on, above or below the Premises other than what is permitted according to the applicable Environmental Acts.
- d) notify the Department's Representative without delay of any written or verbal request, claim or legal proceeding or any other written or verbal notice under the applicable Environmental Acts, including, but not limiting the generality of the foregoing, the notices of non-compliance issued by the Government Authorities. The Contractor must keep the Department's Representative apprised of all subsequent related events subject to the applicable Environmental Acts as they pertain to the Premises.

If a breach, violation or event should occur during the contract period due to the fulfillment or non-fulfillment of the Contractor's obligations, the Contractor must, **at its own expense**, restore the Premises or all adjacent lots, including the sediment, soil and water in, on, above or below the Premises in accordance with the Acts in effect at the time the work is carried out.

Appendix H – Preventive Maintenance Checklist

MONTH:

CONDITION: SATISFACTORY (S)

UNSATISFACTORY (X)

NOT APPLICABLE (--)

Facilities	Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Observations	Corrections	Report of the event / NOTAM		
Condition of the property	Lawn																																				
	Brush																																				
	Unpaved areas																																				
Gravel areas	FOD (foreign object damage)																																				
	Loss of material																																				
	Segregation																																				
	Ruts																																				
	Surface drainage																																				
	Subsurface drainage																																				
	Frost action																																				
	Roughness																																				
Vegetation																																					
Safety areas	Ruts, bumps, erosion																																				
	Drainage, construction																																				
	Frangibility of the bases of objects																																				
Markings and signs	Visible standards																																				
	Hold line signs																																				
	Frangible signs																																				
Lighting	Obscured, dirty, faded																																				
	Damaged, missing																																				
	Inoperative																																				
	Roadway																																				
	Garages and parking areas																																				
Traffic control	Signs																																				
	Visual aids																																				
	Marks on the pavement																																				
Obstacles	Obstruction lights																																				
	Cranes, trees																																				
	Fencing, gates, signs																																				
Fuelling	Fuel labelling / marking																																				
	Fire extinguishers																																				
	Grounding clips / points																																				
	Fuel leaks / spills, etc.																																				
Snow and ice	Surface condition																																				
	Snowbank clearance																																				
	Obscured lights and signs																																				
	Roadway, walkways																																				
Construction	Building entrances																																				
	Barricades, lighting																																				
	Equipment parking																																				
	Excavation																																				
Protection of the public	Cutting and welding (airside)																																				
	Fencing gates signs																																				
Hazardous material	Roads, walkways																																				
	Storage																																				
Wildlife management	Labelling																																				
	Animal incursion on the runway																																				
Wildlife management	Animal incursion on the perimeter																																				
	Bird presence on the runway																																				
	Bird impact (aircraft)																																				
	COMPLETED BY (initials)																																				

TRANSPORTS CANADA

ANNEX « C »

GENERAL CONDITIONS

GENERAL CONDITIONS PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

1.1. "Amendment" means "Revision";

1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;

1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;

1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

1.5. "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.

1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.7. "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;

1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;

1.9. "prototypes" includes models, patterns and samples;

1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;

1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. Priority of Documents

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.

3. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. Assignment, Subcontracting and Novation

4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

4.2. 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.

4.3. 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.

4.4. 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.

5. Time of the Essence

5.1. Time is of the essence of the Contract.

5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.

5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. Indemnification

6.1. 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.

6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other

proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

6.3. 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.

7. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

8. Termination or Suspension

8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.

8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport

11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.

12. Conflict of Interest and Post-Employment Measures

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

14. Warranty by Contractor

14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

15. 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 to arise therefrom.

16. Amendments

16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

18. Payment by the Minister

18.1. Applicable when the Terms of Payment specify PROGRESS payments.

18.1.1. Payment by the Minister to the Contractor for the work will be made:

18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or

18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" 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 Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

18.2. Applicable when the Terms of Payment specify payment on COMPLETION.

18.2.1. Payment by the Minister to the Contractor for the work will be made within:

18.2.1.1. 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

18.2.1.2.30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract,

whichever is later.

18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an 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 Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "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,

19.1.2. "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,

19.1.3. 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

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

19.2. 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.

19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

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

20. Schedule and Location of Work

20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

21. No Other Benefits

21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.

21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

22. Applications, Reports, Payments by Contractor and Applicable Legislation

22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.

22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.

22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. Minister's Responsibilities

The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.

24. Certification - Contingency Fees, Criminal Code, Public Disclosure

24.1. 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;

24.2. 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;

24.3. 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;

24.4. 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

24.5. 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.

24.6. In this Article:

24.6.1. "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.

TRANSPORTS 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.**

TRANSPORTS CANADA

ANNEX « E »

**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 

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.

TRANSPORTS CANADA

ANNEX « F »

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			
<p>The above-named organization:</p> <p>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,</p> <p>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.</p>			
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			
<p>IMPORTANT</p> <p>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.</p>			

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.

TRANSPORTS CANADA

ANNEX « G »

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

The Bidder must provide the necessary documentation to clearly support compliance with the requirements.

1.1.1 Mandatory Technical Criteria

The Bidder must have at least 5 years of experience in operation of certified airport, including at least 5 years of experience in the maintenance of an airport in summer and winter.

The Bidder must provide the necessary information to clearly demonstrate that it meets the required criteria, such as the name of the airport, the operating period, the details of the contact person and any other relevant information. Transport Canada reserves the right to communicate with the contact to verify the accuracy of the information.

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

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 "H": 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 "H": 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.
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.

TRANSPORTS CANADA

ANNEX « H »

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



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

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____
 Document Number / Numéro du document : _____

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

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

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

Special comments:
 Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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	SECRET	TOP SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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

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

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



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) Marie-Claude Trotier	Title - Titre Agent principal, programmes financés/ex	Signature <i>Marie-Claude Trotier</i>
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Telephone No. - N° de téléphone 514-633-3796	Facsimile No. - N° de télécopieur 514-633-3250	E-mail address - Adresse courriel marie-claude.trotier@tc.gc.ca	Date 14 mai 2013
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Olivier Vigneault	Title - Titre Gestionnaire régional, services administr	Signature <i>Olivier Vigneault</i>
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Telephone No. - N° de téléphone 514-633-3005	Facsimile No. - N° de télécopieur 514-633-3457	E-mail address - Adresse courriel olivier.vigneault@tc.gc.ca	Date 2013-05-14
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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?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) <i>Samuel Archaucault</i>	Title - Titre Agent des Contrats	Signature <i>Samuel Archaucault</i>
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Telephone No. - N° de téléphone 514-633-2820	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel samuel.archaucault@tc.gc.ca	Date 14/05/2013
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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TRANSPORTS CANADA

ANNEX « I »

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

ANNEX « J »

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

ANNEX « K »

COPY OF TENDER ENVELOPE

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR Titre : Administration, Operation and Maintenance Service at Havre-Saint-Pierre Airport
NUMBER – NUMÉRO T3033-130104
DATE DUE – DÉLAI No later than 14:00 hours Dorval local time on January 20th, 2014

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