



Transport
Canada

Transports
Canada

Twentieth Floor
Tower "C", Place De Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

JANUARY 14, 2015

Subject: Request for Proposal T8080-140109
Assessment of the Infrastructure Engineering Vulnerabilities Associated with Potential
Climate and Weather-related Impacts at Three Northern Airports

The Department of Transport has a requirement to establish a contract for the services that are described in the Terms of Reference attached hereto as Appendix B.

This bid solicitation cancels and supersedes previous bid solicitation number T8080-140109 dated October 31, 2014 with a closing of December 11, 2014 at 15:45 Ottawa local time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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 T8080-140109**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Tender Reception
Business Centre, Ground Floor
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on February 23, 2015. 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.

Note: It is the practice for local couriers to deliver directly to the above noted address. However, we have noted that out-of-town couriers deliver to our main mailroom, which requires an internal mail delivery that can delay reception of the bid by Tender Reception. If your proposal is sent from outside the National Capital Region, please **ensure** that the courier company delivers it **directly** to the above noted Tender Address no later than the time and date specified herein.

Federal Contractor's Program for Employment Equity:

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 Appendix E on the Federal Contractors Program for Employment Equity may apply. Please refer to Appendix E.

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

Bidders must provide the required certifications to be awarded a contract (Appendix 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 including:

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Terms of Reference;
- names of resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;
- certifications

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” (Appendix 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 Appendix F.

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 Appendix 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 David Anderson, Transport Canada (AFMC), david.anderson@tg.gc.ca, and must be received **before 12:00 hours (noon) on February 18, 2015**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact David Anderson at david.anderson@ec.gc.ca.

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

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

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

Yours truly,

David Anderson
Contracting Specialist
Materiel and Contracting Services
Tel: 613-998-4896
E-mail: david.anderson@tc.gc.ca

Canada

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.

16. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

Appendices:

1. Appendix A – Offer of Services
2. Appendix B – Terms of Reference
3. Appendix C – General Conditions
4. Appendix D – Supplemental Conditions – Crown Owns IP
5. Appendix E – Federal Contractors Program
6. Appendix F – Signing Requirements
7. Appendix G – Certifications
8. Appendix H – Evaluation Criteria and Basis of Selection

- (iii) Document marked Appendix C, attached hereto and entitled “General Conditions”;
- (iv) Document marked Appendix D, attached hereto and entitled “Supplemental Conditions – Crown Owns IP”.

3. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered costs:

3.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Terms of Reference. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price in accordance with the requirements identified in the attached Annex A to Appendix A.

An all-inclusive fixed price of:
(Total from Annex A to Appendix A)

\$ _____
(GST/HST extra)

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials, and travel expenses.

3.2 Method of Payment

Payment of the fixed price for professional services will be made in instalments upon receipt and acceptance of the following deliverables. The Contractor shall propose the amount of each instalment in the space provided. The final instalment shall be in an amount that is at least 20% of the total fixed price for professional services.

Milestone No.	Deliverable	Firm Amount
1.	Summary of kick-off meeting and description of activities under the work plan (including logistics planning and workshop guides)	20 percent
2.	Draft Report: PIEVC Assessment of Churchill Airport	20 percent

3.	Draft Report: PIEVC Assessment of Inuvik Airport	20 percent
4.	Draft Report: PIEVC Assessment of Cambridge Bay Airport	20 percent
5.	Final Reports and presentations	20 percent

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.

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.

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 Ontario, 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.

Annex A to Appendix A - PRICE BREAKDOWN FOR T8080-140406

Bidders shall provide a breakdown of the Fixed Price quoted in Article 3.1 of this Offer of Services in accordance with the following requirements.

1. Professional Services (rates to include overhead, G&A, profit, etc.)

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>
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NOTE: The above cost breakdown is required to provide an indication of the level of effort and other activities proposed by the bidder, and may be used to facilitate the evaluation of the proposal. The breakdown is provided solely in support of the tendered all-inclusive fixed price for Professional Services and Associated Costs. The tendered all-inclusive fixed price will prevail in the event of any discrepancies between the two.”

APPENDIX B

Terms of Reference

Assessment of the Infrastructure Engineering Vulnerabilities Associated with Potential Climate and Weather-related Impacts at Three Northern Airports

1. Objectives

The principal objective of this project is to identify those components of the specified airport infrastructure that are at risk of failure, damage, loss of service and/or deterioration from extreme climatic events or significant changes to baseline climate design values.

The nature and relative levels of climate risk are to be determined in order to establish priorities for remedial action. The assessment shall be carried out using the PIEVC Engineering Protocol, Version 10 dated October 2011.

The results of this project are intended to inform, where appropriate, investment and asset management decisions by the owners and operators. The results of this project may also be analyzed with other case studies to develop, in the future, recommendations around reviews of codes, standards and engineering practices.

2. Background

Transport Canada is responsible for ensuring a safe, secure, efficient and environmentally responsible transportation system in Canada, including in Canada's Northern region. The Department supports research and development activities to design, develop and implement innovative technologies, tools and best practices as they relate to transportation in the North; improve and enhance knowledge and understanding of the impacts of a changing climate on the northern transportation system; improve the resiliency and adaptability of both existing and future northern transportation infrastructure and operations to a changing climate; and encourage the development of northern expertise.

As part of the Government of Canada's *Helping Canadians Adapt to a Changing Climate* suite of programs, Transport Canada received funding for its Northern Transportation Adaptation Initiative (NTAI). Through this initiative, Transport Canada works in collaboration with territorial and provincial governments, academia and industry, to improve knowledge and build northern capacity to adapt transportation infrastructure and operations to a changing climate.

A changing climate represents a profound risk to the safety of engineered systems and to public safety in Canada and around the world (Engineers Canada). For example, as a result of changing climatic conditions, transportation infrastructure in the North is becoming more susceptible to permafrost thaw and degradation. Permafrost is an integral component of the terrain in Canada's North, and it often contributes to the underlying strength and stability of transportation infrastructure. It is important that asset owners and operators know which infrastructure components may be vulnerable to permafrost thaw and other climate- and weather-related impacts. Asset owners/operators can then use this information to identify and prioritize actions and strategies that can improve the resilience and adaptability of their infrastructure and operations to a changing climate.

In this vein, Transport Canada is undertaking this project to identify and assess potential infrastructure engineering vulnerabilities related to a changing climate and extreme weather, using the PIEVC Protocol, at three Northern airports:

1. Churchill Airport in Manitoba,
2. Inuvik (Mike Zubko) Airport in the Northwest Territories, and
3. Cambridge Bay Airport in Nunavut.

These airports are to be assessed individually and reported as three separate projects.

In 2005, Engineers Canada established the Public Infrastructure Engineering Vulnerability Committee (PIEVC) to oversee the planning and execution of a broad-based national engineering assessment of the vulnerability of Canadian public infrastructure to changing climatic conditions. The uncertainty caused by changing climatic conditions may be undermining the meteorological data used to design infrastructure.

The National Engineering Vulnerability Assessment is a long-term project to evaluate the changes anticipated to the risks to Canadian public infrastructure posed by a changing climate. PIEVC established four infrastructure categories including buildings, roads and associated structures (bridges, culverts, etc.) storm water and wastewater systems and water resource systems (e.g., coastal structures) as initial priorities for the assessment.

In 2011, the PIEVC authorized the use of the Protocol for any other infrastructure category, concluding that the process was robust and versatile from the results of case studies to that point in time. The Protocol has since been applied to other infrastructures such as electrical distribution grids and airport infrastructure in addition to more assessments in the original four categories.

It is anticipated that the results of this project will contribute to the development of recommendations concerning the review of infrastructure codes, standards and engineering practices to accommodate future climate change anticipated over the service life of this category of infrastructure.

For the purposes of this study, engineering vulnerability to a changing climate is defined as the shortfall in the ability of public infrastructure to absorb the negative effects, and benefit from the positive effects, of changes in the climate conditions used to design and operate infrastructure. The vulnerability is a function of:

1. Character, magnitude and rate of change in the climatic conditions to which infrastructure is predicted to be exposed;
2. Sensitivities of infrastructure to the changes, in terms of positive or negative consequences of changes in applicable climatic conditions; and
3. Built-in capacity of infrastructure to absorb any net negative consequences from the predicted changes in climatic conditions.

The engineering vulnerability assessment will, therefore, require assessment of all three elements above.

The assessment requires a definition and projection of climatic design parameters, but also the definition of the characteristics and components of the infrastructure, which make them more or less vulnerable to a changing climate. These can include, but are not limited to: age and condition of the infrastructure, operation and maintenance practices, the rate at which system is upgraded or replaced, system characteristics, geographical limitations on the system, other factors affecting sustainability of the current system (e.g. population growth or increase in usage), the variation in design standards across the country, policies and incentives and other factors that may be identified.

Transport Canada has agreed to work with Engineers Canada and the PIEVC to assess the engineering vulnerability of infrastructure components at three (3) Northern airports to the impacts of future climate and weather.

The proponent is directed to the PIEVC website (www.engineerscanada.ca/pievc) to review the first national assessment report completed in April 2008. This website includes reports from over 25 projects that have used the Protocol to assess engineering vulnerability using the Protocol.

3. Scope and Timing

This project concerns the application of the PIEVC Protocol for the vulnerability assessment to future climate of the infrastructure at three (3) Northern airports:

Churchill Airport (MB) – All airport infrastructure (see Section 4 for details)
Inuvik (Mike Zubko) Airport (NT) – Runways and taxiways
Cambridge Bay Airport (NU) – Runways and taxiways

The scope of the assessment encompasses the current design, construction, operation and management of this infrastructure as well as any planned upgrades or major rehabilitation project in the planning stages.

These assessments are to be executed and reported as three separate projects running concurrently.

The study is to address potential impacts of future climate¹ for the period between 2050 and 2060, unless the Airport Management requires a different future timeframe due to anticipated major infrastructure works (e.g., addition or reconstruction of runways, major rehabilitation in a building or support structures, etc.).

Due to the limited budget available, no new climate modeling or downscaling for future climate projections is expected. The Contractor is however expected to identify, access and compile historical and projected future climate information on relevant climate factors from locations at or near the infrastructure from Environment Canada and other sources considered reliable. The climate information must be compiled in a manner that is scientifically defensible and follows scientific and industry norms.

Available information on the three airports is attached in Annex A to Appendix B. The Contractor retained will be provided all available information about the airports' infrastructure at each location.

4. Tasks/Technical Specifications

For each airport, the Contractor is to undertake the following:

¹ The Consultant retained is expected to use existing future climate projections, wherever possible and available for the given locations. Annex B to Appendix B presents examples of the work done by various climate research organisations available in the literature.

1. Identify and define the infrastructure components for the specified airport infrastructure, including design, construction, management, operation and maintenance. The infrastructure considered in this study should comprise structural elements (e.g., building or runway structure), policies and procedures (e.g., emergency preparedness and response plans, asset management, operations and maintenance practices), and support equipment (e.g., HVAC, backup power, control systems, etc.). The study will not deal with non-structural building elements or accessory equipment (e.g., seating in the terminal, signage, etc.). The final list of the infrastructure components for assessment will be developed by the Contractor for each airport and mutually agreed with the Airport Management.
 - a. Churchill Airport (MB) – All airport infrastructure
 - b. Inuvik (Mike Zubko) Airport (NT) – Runways and taxiways
 - c. Cambridge Bay Airport (NU) – Runways and taxiways

2. Identify and document the applicable design codes, standards, criteria as well as applicable policies, best practices and procedures for each of the specified infrastructure components as available through design and operational specifications, as-built drawings etc. at the time when the infrastructure was designed and constructed and/or at the time of major rehabilitation work, where such information exists and is available.

The Contractor shall also identify and document any site-specific operational requirements. This task shall specifically focus on climate parameters and infrastructure indicators, i.e., relevant infrastructure climate performance design/operation criteria as defined by these documents and standard operating practices.

3. Using professional judgment and experience, review available climatic data relative to the project location and assessment time horizon. Based on this review, establish for each climate parameter and infrastructure indicator (relevant infrastructure, climate performance, design/operation criteria) the probability of a climate event (current and future) affecting the infrastructure or infrastructure component in a manner that adversely affects the performance of the infrastructure.

4. Using professional judgment and experience, determine the likely effects of individual climate events on individual components of the infrastructure, using the assessment matrix and process described in Step 3 of the PIEVC Engineering Protocol, Version 10.
5. Undertake consultations with the Airport Management, planning, engineering, operations and maintenance staff. The consultations must include the convening of at least one workshop with participants from the Airport, the Contractor's Project team and climate experts as appropriate. At the end of each workshop, the Contractor shall arrange for a videoconference with the members of the Project Advisory Committee – PAC (see Section 5 – Project Management for definition) to inform the PAC of the results of the workshop.
6. In accordance with Step 4 of the PIEVC Engineering Protocol Version 10, undertake a detailed engineering analysis for the three airports.
7. In accordance with Step 5 of the PIEVC Engineering Protocol Version 10, provide recommendations to address the engineering vulnerabilities based on the critical infrastructure-climate interactions identified in previous steps.
8. Prepare a report that clearly documents and synthesizes the work completed and that includes an Executive Summary, description of the baseline and projected climatic parameters, identification and description of the infrastructure components and the assessment of the engineering vulnerabilities and recommended remedial actions.

5. Project Management

The case studies will be conducted for Transport Canada with the support of Engineers Canada, which operates the PIEVC Secretariat. These parties, and additional subject matter experts as required, will form a Project Advisory Committee (PAC) to provide outside expert advice and review of documentation to ensure it meets their needs. The PAC secretariat will be provided by Transport Canada.

The Project Advisory Committee will support the project by:

- Providing members (from the relevant PIEVC Expert Working Group or other subject matter experts) to serve for the duration of the project;
- Providing ongoing advice to Transport Canada as well as the Contractor as required;

- Ensuring compliance of the project with the PIEVC Engineering Protocol;
- Reviewing the project draft reports and providing comments to Transport Canada's Project Manager.

Transport Canada will appoint a Project Manager who will have the responsibility to manage all technical and financial aspects of the project. She/he will serve as the Point of Contact with the Contractor Project Manager. The Project Report will be approved through a sign-off by Transport Canada's Project Authority or other authorized person.

6. Deliverables

The required deliverables include a summary of the kickoff meeting and description of activities under the work plan, draft and final versions of the case study reports, completed Excel spreadsheets and two versions of a PowerPoint slide presentation for each airport being assessed.

Note that reports and presentations will be required for each of the three airports.

6.1 Kick-off Meeting

Within 2 weeks after award of contract, the Contractor will meet with Transport Canada staff to discuss the project and to answer any questions or provide any additional information that is required.

6.2 Summary of Kick-off Meeting and Description of Activities under the Work Plan

Within four weeks after award of contract, and based on discussions at the kick-off meeting, the Contractor will submit a work plan in draft and, after review by Transport Canada's Project Manager, in final form that provides:

- Further details on the technical experts within the Contractor's Team that will be engaged and their roles and responsibilities (e.g., engineering – structural, pavement/roads, northern geotechnical/foundations; climate – data collection and analysis; airport operations and management; etc.);
- Further elaboration on the technical approach outlined in the Contractor's Proposal and any possible/predicted deviations. This will include but not be limited to the data/information collection procedures the Contractor will follow;
- A listing of potential issues that will require decisions by Transport Canada;

- Listing of infrastructure and climatic data/information requirements and a preliminary assessment of significant data gaps;
- A proposed project schedule that includes key milestones (e.g., workshop(s), required travel, PAC meetings, etc.) and identifies particular actions of the Transport Canada and/or the Project Advisory Committee; and,
- Details on the operation of the project, e.g. meetings, teleconferences, summaries of action items for subsequent meetings and so forth.

The following is the estimated timeline for various project tasks which should serve as the basis of the work plan:

Activity	Timeline (from date of contract award)	Comments
Kick-off meeting	Within 2 weeks	
Summary of Kick-off Meeting and Description of Activities under the Work Plan	March 31, 2015	Submission to Transport Canada to identify timeline for tasks A)-D) for each airport
A) Protocol Steps 1 and 2		Substantive completion of the infrastructure components and climate parameters definition
		Site visits and pre-workshop meeting with Airport Management (expected that a maximum of 2 members of the consulting team will travel, as required*) Substantive completion of the infrastructure and climate data collections and review Progress report to Transport Canada
B) Protocol Step 3		Risk Workshop Analysis and categorization of risks
C) Protocol Step 4		Engineering analysis of risks selected in

		collaboration with the Airport Management, Transport Canada and in consultation with the PAC
D) Protocol Step 5		Recommendations including the identification of potential adaptation measures
Draft reports		The draft reports will be circulated for review and comments to each Airport Management, Transport Canada and the PAC Churchill Airport – Draft report due June 30, 2015 Inuvik Airport – Draft report due October 31, 2015 Cambridge Bay Airport – Draft report due January 31, 2016
Final Reports	No later than March 31, 2016	For each airport: final report, executive summary, presentation and Excel spreadsheets
Project Completion	March 2016	

*In all the activities, the Contractor should explore means of reducing travel and associated expenses and use the most cost effective methods for data collection, interactions with airport management and local experts, and workshop delivery.

6.3 Monthly Progress Reports

The Contractor shall provide brief email progress reports to the Transport Canada Project Manager that:

- Report on monthly progress against the work plan;
- Document technical issues and key decision points; and
- Identify any technical, financial or management issues that require resolution and/or have been resolved during the reporting period.

A copy of these reports should also accompany the invoice.

6.4 Project Reports

The Contractor will submit a draft final report on the results of the vulnerability assessment of each airport (i.e., 3 individual reports) for the review of Transport Canada and the Project Advisory Committee. Following this review and responses to comments, a final version of each report shall be submitted to Transport Canada.

The final report² for each of the three airports should incorporate the following elements:

1. An executive summary of not more than 10 pages providing a synopsis of key findings and recommendations from the Project, targeted at a technical audience.
2. A second version of the executive summary (not more than 10 pages) presenting the findings and recommendations for remedial actions for a non-technical audience at the decision-maker level, e.g., Deputy Minister and/or Minister.
3. Listing of assumptions used, engineering judgments made and limitations of the analysis.
4. A description of the current and projected climatic parameters of interest which are relevant to the design, development and operation of the infrastructure.
5. Results of the engineering vulnerability analysis including the vulnerability analysis matrices (current and future climate).
6. Listing of potentially vulnerable infrastructure components and the description to climatic parameters affecting those components.
7. Recommended remedial action(s) to address potentially vulnerable infrastructure components.

The final reports shall be submitted in Microsoft Office 2007 format as well as Adobe pdf. These final reports will be provided to Transport Canada in English. The executive summaries for each report will be provided to Transport Canada in both English and French.

Ten (10) hard copies of the final reports shall be delivered to Transport Canada.

² Examples (not templates) of past assessment reports, executive summaries and presentations are available on the PIEVC website at www.engineerscanada.ca/PIEVC

6.5 PIEVC Engineering Protocol Worksheets

The Contractor is required to submit fully completed Microsoft Excel 2007 worksheets, for each airport, that document the results of each step of the PIEVC Engineering Protocol. These worksheets will be in English only.

6.6 Project Presentations

The Contractor shall prepare a 20-minute PowerPoint presentation on the key findings and recommendations for each airport in this Project, for use by Transport Canada, the Airport Management, the PIEVC Secretariat or members of the Project Advisory Committee as appropriate. Presentations will be in English and French.

The Contractor shall prepare a 10-minute version of the key findings and recommendations from each case study that is suitable to internally brief decision-makers within Transport Canada and the territorial governments. Key findings and recommendations will be in English and French.

7. Travel

The Contractor retained will have to travel during the course of the project. Any required travel is the responsibility of the Contractor and is included in the all-inclusive cost of the services.

8. Additional Requirements

The Contractor will be required to sign a Confidentiality Agreement with Transport Canada to use the PIEVC Engineering Protocol, which is the intellectual property of Engineer's Canada. This agreement covers non-disclosure to third parties or internal personnel who are not involved in the project.

Once the project is completed, the Contractor will be required to return the protocol to the owner/operator and destroy and not retain any electronic or hard copies.

9. Intellectual Property

The Crown will own the foreground intellectual property arising from work under this contract in accordance with exception 6.4.1 of the federal policy on Title to Intellectual Property Arising from Crown Procurement Contracts on the grounds that the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

ANNEX A to APPENDIX B – Airport Information

The successful proponent will be provided with the infrastructure data available for each airport. This information represents some of the type of information that will be available to the successful proponent and is not meant to be exhaustive.

CHURCHILL AIRPORT (YYQ)

GENERAL

- ✈ Airport owned and operated by Transport Canada.
- ✈ Recurring taxi way permafrost problems on old threshold 15 area. Asphalt overlay completed in 2012.
- ✈ Located 7 km's east south east of the town.
- ✈ Churchill Population 2011 – 813
- ✈ Janitorial Contract – Irene Duncan
- ✈ Water and Sewage Contract- Town of Churchill

AIRCRAFT MOVEMENTS

- ✈ 2009 – 10,844
- ✈ 2010 – 10,263
- ✈ 2011 – 10,413
- ✈ 2012 – 9,202
- ✈ 2013 – 9,153

FACILITIES

- ✈ Runways
 - 07/25 –Gravel 4011 x 100
 - 15/33- Asphalt 9200 x 160
- ✈ Taxiways - all asphalt
 - A – 68.9' wide
 - B – 75.46' wide
- ✈ Aprons
 - 1 – Asphalt 262.5' x 787.4'
- ✈ Buildings
 - Air Terminal Bldg – 1999
 - NavCanada Tower- 2002
 - Maintenance Garage- 1964
 - Field Electrical Centre/Fire Hall- 1964
 - Five Hangars- 1964

MOBILE EQUIPMENT

- ✈ Snow Packer Unit
- ✈ 2 Snow blowers
- ✈ 2 Loaders

- ✈ 1 Spreader/Sander
- ✈ 1 Dump/Plow truck
- ✈ 1 Snow Mauler/Plow
- ✈ 2 Aerial Platform
- ✈ 2 Sweeper
- ✈ 2 Snow blower
- ✈ 1 Grader
- ✈ 5 Utility Trucks
- ✈ 1 Stake Truck
- ✈ 1 Command Bus
- ✈ 1 AEIS Fire Truck
- ✈ 1 Line Painter
- ✈ 1 Tar Machine
- ✈ 1 Bob Cat
- ✈ 1 Forklift

CAPITAL PLAN PROJECTS

- ✈ ATB floor replacement and install 2 sliding doors.
- ✈ Replace Fire Pump
- ✈ Outdoor Boom Lift
- ✈ Replace Suburban

SCHEDULED AIR SERVICE

- ✈ **Calm Air**
 - Dornier 328 Jet Service
 - ATR 42 and 72
 - Daily flights
 - Polar Bear Charters vary from year to year.
- ✈ **Base Operator(s):**
 - Kivalliq Air
 - Exchange Petroleum

AIR TRAFFIC SERVICES

- ✈ Flight Service Station - AAS
- ✈ Hours of Operation
24 hours daily, 7 days a week

CHURCHILL AIRPORT (YYQ)

✈ Contractor - NAV Canada

VISUAL AIDS / NAVAIDS

- ✈ High Intensity Airfield Lighting
- ✈ High Intensity Approach Lighting System (SSALR)
- ✈ 3 Precision Approach Path Indicator System (PAPI)
- ✈ Runway Identification Lighting System (RILS)
- ✈ Runway Visual Range (RVR)
- ✈ 4 Lighted Windsocks
- ✈ Aerodrome Beacon

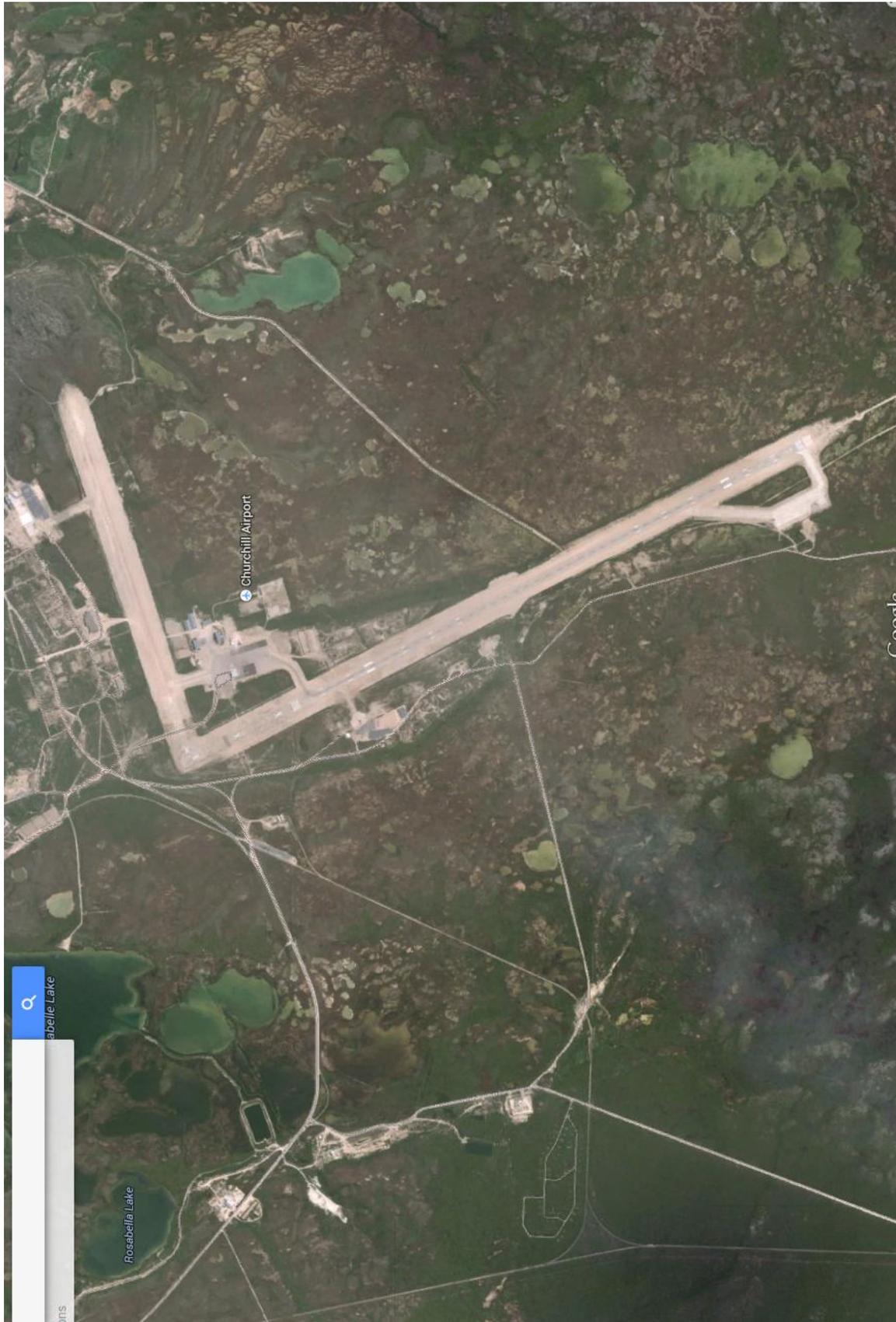
ISSUES

- ✈ Still have permafrost issues on Taxi A and near threshold of runway 15.

CONTACTS

CONTACTS WILL BE MADE AVAILABLE TO SUCCESSFUL PROPONENT

CHURCHILL AIRPORT (YYQ)



INUVIK'S MIKE ZUBKO AIRPORT (YEV)

GENERAL

- ✈ Airport owned and operated by GNWT
- ✈ Airport transferred from TC in 1995
- ✈ Airport originally constructed 1956-58;
- ✈ All maneuvering surfaces covered with asphaltic concrete pavement in 1969
- ✈ Recurring runway settlement areas to the East have been repaired in 2001, 2011 & 2013; Asphalt overlay completed in 2003
- ✈ Located 12 km east of the community
- ✈ Population 2012 – 3,321
- ✈ Janitorial Contractor – Harlor Enterprises
- ✈ PW & S now responsible for contract for water/sewage
- ✈ Runway Sand – Bob's Welding & Heavy Equipment Repair

AIRCRAFT MOVEMENTS

- ✈ 2002 – 17,349
- ✈ 2003 – 16,697
- ✈ 2004 – 17,133
- ✈ 2005 – 16,845
- ✈ 2006 – 17,071
- ✈ 2007 – 18,803
- ✈ 2008 – 17,464
- ✈ 2009 – 16,956
- ✈ 2010 – 15,015
- ✈ 2011 – 13,361
- ✈ 2012 – 14,284

FACILITIES

- ✈ Runway
 - 06/24
 - Asphalt, 1829m by 45.7m
- ✈ Taxiways - all asphalt
 - A – 23m
 - B – 23m
 - C – 18m

- D – 23m

- E – 23m

✈ Aprons

- 1 – 300 x 100m asphalt
- 2 – 100 x 45m asphalt
- 3 – 250 x 170m asphalt (FOL – military use only)

FACILITIES (CONT'D)

- ✈ Cold Storage Electrical – 1960
- ✈ Air Terminal Bldg (23,640 sq. ft)
 - Original Bldg. – 1961
 - Tower – 1974
 - Expansion – 1984
- ✈ Carpenter Shop – 1975
- ✈ Cold Storage Building – 1975
- ✈ Fire Hall – 1984
- ✈ Sand Storage Building – 1984
- ✈ Field Electrical Centre – 1989
- ✈ Sewage Trailer – 1990
- ✈ Maintenance Garage – 2003
- ✈ Pay Telephones – Available
- ✈ Car Rental – Available
- ✈ Aviation Fuel – Available
- ✈ Aircraft Plug-Ins – Available

MOBILE EQUIPMENT

- ✈ Packer – 1976
- ✈ Snow blower – 1978
- ✈ Backhoe/Loader – 1979
- ✈ Spreader/Sander – 1984
- ✈ Dump/Plow truck – 1990
- ✈ Plow blade – 1990
- ✈ Aerial Platform – 1992
- ✈ Plow blade – 1993
- ✈ Sweeper – 1996
- ✈ Snow blower – 1999
- ✈ Crew Cab Pick-up Truck – 2001

INUVIK'S MIKE ZUBKO AIRPORT (YEV)

- ✈ Grader – 2002
- ✈ Dodge Crew Cab Pick-up Truck – 2003
- ✈ Pick Up Truck – 2003
- ✈ Line Marker – 2005
- ✈ Sweeper – 2005
- ✈ Dump/Plow truck – 2006
- ✈ Plow Blade – 2006
- ✈ Super Cab Pick-up Truck – 2007
- ✈ Ramp Plow – 2008
- ✈ Snow bucket – 2008
- ✈ Wheel Loader – 2008

CAPITAL PLAN PROJECTS

- ✈ No Planned Capital Projects

SCHEDULED AIR SERVICE

- ✈ **Canadian North**
 - B-737
 - Daily flights
 - Twice daily Mon., Wed. & Fri. Seasonal Sched.
- ✈ **First Air**
 - B-737
 - Flights on Mon., Wed., Fri. & Sun. only
- ✈ **Air North**
 - Hawker-Sidley
 - Mon., Wed., Fri., and Sun.
 - From Whitehorse to Inuvik, then return the same day
- ✈ **Based Operator(s):**
 - Air North
 - Aklak Air / Kenn Borek Air
 - Canadian North
 - First Air
 - North Wright Airways
 - Highland North Helicopters
 - Canadian Helicopters

- Gwichin Helicopters
- B-737, Hawker-Siddeley, various other Aircraft and Helicopters

AIR TRAFFIC SERVICES

- ✈ Flight Service Station - AAS
- ✈ Hours of Operation - 168 hours/week
24 hours daily, 7 days a week
- ✈ Contractor - NAV Canada

VISUAL AIDS / NAVAIDS

- ✈ High Intensity Airfield Lighting
 - ✈ High Intensity Approach Lighting System (SSALR)
 - ✈ Visual Approach Slope Indicator System (VASIS)
 - ✈ Strobe Beacon
 - ✈ Instrument Landing System (ILS)*
 - ✈ Medium Power Non-Directional Beacon (NDB)*
 - ✈ VHF Omni-Directional Range/Distance Measuring Equipment (VOR/DME)*
 - ✈ Runway Visual Range (RVR)
 - ✈ Windsock
 - ✈ Runway Identification Lighting System (RILS)
- *NAV CANADA facility*

ISSUES

- ✈ Sept 2013 runway 24, 300m from threshold, required significant emergency repairs resulting from large thaw settlement. Possible water filtration under the runway embankment and thaw of ground ice resulting in runway settlement.
- ✈ Stantec/EBA are in the process of conducting an extensive review of the entire drainage system to determine appropriate mitigative

INUVIK'S MIKE ZUBKO AIRPORT (YEV)

measures, independently and in combination
with a proposed runway extension.

✈ Proposed 914m runway extension.

CONTACTS

*CONTACTS WILL BE MADE AVAILABLE TO
SUCCESSFUL PROPONENT*

INUVIK'S MIKE ZUBKO AIRPORT (YEV)



CAMBRIDGE BAY AIRPORT (YCB)

AERODROME DATA

Aerodrome Reference Point: Co-ordinates N69° 06' 28.52" W105° 08' 13.64"
Elevation 131' ASL

Geometric Centre: Co-ordinates N69° 06' 28.52" W105° 08' 13.64"

Aerodrome Elevation: 102' ASL

Aerodrome Magnetic Variation: 8°E (2012)

Aerodrome Reference Temperature: 11.9°C

Aerodrome Designator: CYCB

Electronic Navigation Aids:

The navigation aids are owned and operated by NavCanada .

NOB (Non-Directional Beacon)

Ident: CB

Frequency: 245 kHz

Power: (H) - 2000 Watts or more

Location: N69° 06' 53" W105° 00' 57"

Elevation: 199' ASL

NOB (Non-Directional Beacon)

Ident: West Arm MG

Frequency: 327 kHz

Power: (L) - less than 50 Watts

Location: N69° 06' 07" W105° 06' 55"

Elevation: 66' ASL

VOR (VHF Omni-Directional Range)

Ident: YCB

Frequency: 112.7 MHz

Location: N69° 07' 03" W105° 10' 22"
VOR oriented on True North

Elevation: 92' ASL

DME (Distance Measuring Equipment)

Ident: YCB

Frequency: 112.7 MHz Channel 74

Location: Co-located with VOR

CAMBRIDGE BAY AIRPORT (YCB)

Significant Obstacles in the Vicinity of the Aerodrome

- Decommissioned Loran Tower 2.5 miles east of runway 670' ASL.

PHYSICAL CHARACTERISTICS

RUNWAY DATA			
Runway		13	31
Reference Code		3C / NP	3C / NP
True Bearings		127°T	307°T
Runway Dimensions		1547m x 45m (5076' x 150')	
Runway Slope		Rwy 31 up 0.55%	
Runway Surface Type		Gravel	
Touchdown Zone Elevation		102'	85'
Threshold	Coordinates	N69° 06' 43.62" W105° 09' 09.04"	N69° 06' 13.36" W105° 07' 17.95"
	Elevation	100'	72'
Displaced Threshold	Length	-	-
	Coordinates	-	-
	Elevation	-	-
Runway Strip	Dimensions	1667m x 150m (5469' x 492')	
	Surface Type	Gravel	
	Graded Area Width	None	
Stopway	Dimensions	-	-
	Surface Type	-	-
Clearway	Dimensions	200'	200'
	Ground Profile	Drops Off	Slight Drop
Runway End Safety Area	Dimensions	-	-
	Surface Type	-	-
DECLARED DISTANCES			
TORA		5076'	5076'
TODA		5276'	5276'
ASDA		5076'	5076'
LDA		5076'	5076'
OBSTACLE LIMITATION SURFACES		13	31
Approach Surface	Length of Inner Edge	150m	150m
	Distance from Threshold	60m	60m
	Divergence	15%	15%

CAMBRIDGE BAY AIRPORT (YCB)

	Length	3000m	3000m
	Slope	2.5% (1:40)	2.5% (1:40)
Transitional Surface Slope		14.3% (1:7)	14.3% (1:7)
Outer Surface	Elevation	45m	45m
	Dimensions	4000m radius	4000m radius

AIRPORT ZONING REGULATIONS			
Approach Surface	Length	15,000m	15,000m
	Slope	2% (1:50)	2% (1:50)
Transitional Surface Slope		14.3% (1:7)	14.3% (1:7)
LIGHTING			
Runway Edge Limits		ME	ME
Approach Lights		ODALS (Non-Std 1200')	ODALS (Non-Std 1200')
Precision Approach Path Indicator		P2	P2
Visual Approach Slope Indicator		-	-
Lead-in Lighting Systems		-	-
Runway Threshold Lights		ME	ME
Displaced Threshold Wing Bar Lights		-	-
Runway End Lights		ME	ME
Runway Identification Lights (RILS)		-	-
MARKERS AND MARKINGS			
Markers	Threshold	-	-
	Approach	Day Cones	Day Cones
SIGNS			
Runway Identification Sign		Fibre Optic	

TAXIWAY DATA			
Taxiway		A	B (Taxiway B is private – North Warning System use only)
Surface Type		Gravel	Gravel
Taxiway Code		C	C
Taxiway Width		21.3m	21.3m
Strip Width		57m	57m
Graded Area Width		25m	25m
LIGHTING			
Taxiway Edge		ME	ME
Taxiway/Runway Intersection		Double Blue	Double Blue
Taxiway/Taxiway Intersection		-	-
Taxiway/Apron Intersection		Double Amber	Double Amber

CAMBRIDGE BAY AIRPORT (YCB)

MARKERS AND MARKINGS			
Markers	Edge	Day Cones	Day Cones
SIGNS			
		-	-

APRON DATA			
APRON		A	B (Taxiway B is private – North Warning System use only)
Apron Dimensions		91m x 182m	75m x 146m
Surface Type		Gravel	Gravel
Apron Strip (distance unobstructed from edge)		15m	15m
LIGHTING			
Apron Edge Lights		ME	ME
Flood Lights		Yes	Yes
MARKERS AND MARKINGS			
Markers	Edge	Day Cones	Day Cones
Markings	Apron Taxiway	Day Cones	Day Cones
SIGNS			
		-	-

AERODROME LIGHTING			
Aerodrome Beacon	Type:	Strobe	
	Location:	On Air Terminal Building	
Flight Maneuvering Area Hazard Beacons	Type:	-	
	Location:	-	
Windsocks	Quantity:	2	Lighted: Yes
Aircraft Radio Control of Aerodrome Lighting (ARCAL)	Frequency:	122.1	
	Type:	K	
	Special Operating Instructions:	-	

CAMBRIDGE BAY AIRPORT (YCB)



ANNEX B to APPENDIX B – Climate Information

This Appendix provides samples of sources of climate data available to support the climate analysis. This is not meant to be an exhaustive list of all sources of current and future climate resources. It is the responsibility of the proponent to seek additional sources beyond those presented here and demonstrate the capabilities of the proposed team in terms of climate science scenarios and data collection. Proponents are encouraged to review past PIEVC assessment reports (at www.engineerscanada.ca/PIEVC) for information on the sources of data and type of analysis done for the climate components.

Source: Risk Sciences International (<http://www.risksciences.com>)

Short-duration rainfall intensity-duration-frequency (IDF) data:

Churchill: 1963-2002
Inuvik: 1972-1994
Cambridge Bay: 1969-2002

Churchill A, MB

Climate Data: 1943-2013 – mostly complete
Hourly weather data (Temp, Precipitation, winds, visibility, and weather):
1953-2013 – mostly complete 24 hour data. Several station changes and moves, probably some auto stations

Inuvik, NWT

Climate data: 1958-2013 – mix of station equipment and potential station moves after 2003 appears to be auto station in 2013
Hourly weather data (Temp, Precipitation, winds, visibility, weather): 1958-2013 – 24 hour data but some significant misses in recent data.

Cambridge Bay A, NU

Climate data: 1927-2013 – fairly complete
Hourly weather data (Temp, Precipitation, winds, visibility, weather): >
1953-2013 – 24 hour coverage

Source: Pacific Climate Impacts Consortium
(<http://www.pacificclimate.org>)

The screenshot displays the Pacific Climate Impacts Consortium (PCIC) website. At the top, there is a navigation bar with the University of Victoria logo, 'HOME' and 'CONTACT' buttons, a search bar, and a 'SEARCH' button. Below this is the PCIC logo and a main menu with 'ABOUT PCIC', 'DATA PORTAL', 'ANALYSIS TOOLS', and 'RESOURCES'. The 'DATA PORTAL' section is highlighted in green. A large banner image shows a forest with autumn foliage and a blue sky, with the text 'Furthering Our Understanding of the Climate'. Below the banner, a breadcrumb trail reads 'Home / Data Portal'. The main heading is 'DATA PORTAL' in green. A paragraph explains that the data page makes PCIC data publicly available with an open license, providing access to BC Station Data, High-Resolution PRISM Climatology, and Downscaled Climate Scenarios. Below this are three featured sections: 'BC STATION DATA' with a map of BC and a 'READ MORE' link; 'HIGH-RESOLUTION PRISM CLIMATOLOGY' with a photo of pink flowers and a 'READ MORE' link; and a third section with a photo of a snowy mountain range. A left sidebar lists 'DATA PORTAL' categories: BC Station Data, High-Resolution PRISM Climatology, and Statistically Downscaled Climate Scenarios.

**Source: Arctic Science Partnership – Canada: University of Manitoba –
Centre for Earth Observation Science – CEOS (<http://umanitoba.ca/ceos>)**



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

Appendix C – General Conditions

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

Appendix C – General Conditions

- 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:

Appendix C – General Conditions

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

Appendix C – General Conditions

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.

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

CROWN OWNS

The following set of clauses entitled **CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information** replaces all clauses referring to ownership of intellectual and other property, including copyright, in the General Conditions.

CROWN OWNS:

Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights

01 Interpretation

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Canada" means Her Majesty the Queen in right of Canada;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"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 his/her representative(s) appointed for the purpose of the Contract;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the

Appendix D – Supplemental Conditions – Crown Owns IP

purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

05 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

(a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;

(b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

(c) is independently developed by or for Canada; or or

(d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information

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.

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

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.

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://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/fcp/criteria/) on the HRDC website at the following address:

http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/fcp/criteria/

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 Postal Code
		Telephone	Fax
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
<p>The above-named organization:</p> <ul style="list-style-type: none"> • 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>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> <ul style="list-style-type: none"> • You must include the <i>signed original</i> of this form with your bid. • You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768. 			

Criteria for Implementation

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

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

For more information on the FCP refer to the HRDC Labour web site at http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/.

Appendix F – Signing Requirements

**Appendix F
CONTRACTS AND OTHER LEGAL DOCUMENTS
(COMMON-LAW PROVINCES)**

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 duly incorporated under the laws of _____ and having a head office and principal place of business at _____.	By the representative(s) duly authorized by a resolution of the board of directors.
PARTNERSHIP (two or more partners)	(1) (name), (occupation), (address) of each acting partner carrying on the partnership business. (2) If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.	By one or more partners duly authorized to sign on behalf of partnership.
SOLE PROPRIETORSHIP (single individual enterprise)	(1) (name), (occupation), (address) of individual carrying on business under his/her personal name. (2) If the business is carried out under a “trade name”, the trade name may be included after the name of the sole proprietor 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. By: _____ (X’s signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.	By the municipal officer(s) authorized by a resolution of the Municipal Council.

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of:

- (a) leases in excess of three years or any other disposition of land or an interest therein; and
- (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

* Statute of Frauds, R.S.O., 1990, c.S.19, ss 1, 2 and 3.

Appendix F – 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.

Appendix G - Certifications

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

FORMER PUBLIC SERVANT CERTIFICATION:

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

b. 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

c. Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

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

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

d. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

CERTIFICATION

Company authorized signatory

Name (print) _____ *Title* _____

Signature _____ *Date* _____

APPENDIX H – EVALUATION CRITERIA AND BASIS OF SELECTION**1. Evaluation Procedures**

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

1.1 Technical Evaluation**1.1.1 Mandatory and Point-Rated Technical Criteria**

See Table 2 and Table 3 below.

2. Basis of Selection

- 2.1 To be declared responsive, a proposal must:
 - (a) Comply with all the requirements of the bid solicitation; and
 - (b) Meet all mandatory criteria; and,
 - (c) Obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- 2.2 Bids not meeting (a), (b) or (c) will be declared non-responsive. The responsive proposal with the highest combined rating of technical merit and price will be recommended for award of the contract, provided that the total evaluated price does not exceed the budget available for this requirement, which is \$160,000. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- 2.3 In the event that more than one responsive proposal obtains the same overall highest score, the proposal with the higher score for the point rated technical evaluation criterion will be recommended for award of a contract.
- 2.4 In the event that more than one responsive proposal obtains the same overall score as well as the same score for the point rated technical evaluation criterion, the proposal with the lower price will be recommended for award of the contract.
- 2.5 The overall score will be obtained by the sum of the points from each following criteria groups: “Technical” and “Management”.
- 2.6 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

Appendix H – Evaluation Criteria and Basis of Selection

- 2.7 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 2.8 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.9 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.10 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 2.11 Table 1 below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.

Sample: Method of Selection				
Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		90/100	77/100	80/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculation	Technical Merit Score	$90/100 \times 70 = 63$	$77/100 \times 70 = 53.9$	$80/100 \times 70 = 56$
	Pricing Score	$\$45,000/\$55,000 \times 30 = 24.55$	$\$45,000/\$50,000 \times 30 = 27$	$\$45,000/\$45,000 \times 30 = 30$
Combined Rating		87.55	80.9	86
Overall Rating		1st	3rd	2nd

Point Rated Technical Criteria

3. Mandatory Criterion

Acceptable Experience

Where the Bidder's experience is required, only the experience of the Bidder will be accepted. The experience of subcontractors will not be accepted.

Where the experience of personnel is required, only the experience of the Bidder's employees will be accepted, except for the experience of personnel relating to R5.2.

RFP Structure

Respondents to this RFP are requested to structure their proposals using the headings outlined in Table 1. Proposals should not exceed 20 pages, not including appendices.

Table 1 - RFP Structure		
Section	Description	Related rating criterion
Mandatory Criterion	This section should provide sufficient information so as to clearly demonstrate that the proposal meets the mandatory criterion. Please see list of information required in M1 f Table 2 – Mandatory Criteria.	M1
Introduction	This section should introduce and briefly explain the firm, its capabilities and its experience in handling an assignment of this nature as well as its work in climate impacts and adaptation.	R1
Understanding of the Assignment	This section should explain the Consultant’s understanding and interpretation of the objectives and requirements of this project.	R1
Technical Proposal	The technical proposal should include: <ul style="list-style-type: none"> • A listing and description of the major tasks to complete the work, using this RFP as a guide. • A draft work plan. • Identification of any challenges in completing the project and proposed solutions to overcome these challenges. 	R2, R3
Management Proposal	This management proposal should include: <ul style="list-style-type: none"> • A list of key project personnel to be used in the project outlining their roles and responsibilities. • A project schedule. • Listing of any travel requirements required to complete the project, bearing in mind that, in all activities, means of reducing travel and associated expenses and the use of the most cost effective methods for data collection, interactions with airport management and local experts, and workshop delivery, are to be explored. 	R4
Cost Proposal	The cost proposal should include a table that summarizes costs by the categories of labour and any other material costs. Any assumptions in developing the costs should be provided and HST should be identified separately.	
Summary of Qualifications and Experience	This section should include a brief resume of the qualifications and experience of the company and of key project personnel as they relate to this requirement. This section should clearly outline: <ul style="list-style-type: none"> • Corporate experience in: 	R5

Appendix H – Evaluation Criteria and Basis of Selection

Table 1 - RFP Structure		
	<ul style="list-style-type: none"> ○ Infrastructure design, assessment of climate impacts and similar projects; ○ Successfully providing services similar to the work outlined in the attached work statement; and ○ References and contact points for similar projects that the Consultant has successfully completed. <ul style="list-style-type: none"> ● Experience of the identified project personnel in: <ul style="list-style-type: none"> ○ Infrastructure design, assessment of climate impacts and similar projects; ○ Successfully providing services similar to the work outlined in the attached work statement; and ○ Role, if any, in executing the Consultant’s projects identified above. ○ Bidders should make note of the requirements for submitting project experience in section R5 of the rated criteria table. <p>Project personnel should possess a demonstrated working knowledge of the engineering profession and climate impacts and adaptation.</p> <p>Corporate profiles and short-form resumes of key project personnel should be included as an appendix.</p>	

Table 2 - Mandatory Criteria

To be considered responsive, a proposal must meet the following mandatory requirement of this solicitation. Proposals not meeting the mandatory requirement will be given no further consideration.

Item	Mandatory Criteria	Demonstrate how the requirement is met (Cross reference to Proposal where substantiating detail is provided)	Met (Y/N)
M1	The Proponent must demonstrate that they have experience in using the Public Infrastructure Engineering Vulnerability Committee (PIEVC) Engineering Protocol on at least one (1) project.		

Appendix H – Evaluation Criteria and Basis of Selection

	<p>*The project used to demonstrate that the proposal meets this Mandatory Criterion can be the same project used for R5.4, provided that it meets the required experiences for that criterion.</p> <p>For the project being used to demonstrate that the proposal meets this criterion, the Bidder must provide:</p> <ul style="list-style-type: none"> • project description; • relevance to requirements outlined in Statement of Work; • name and description of client organization; • name and phone number of client reference; • scope and size, in terms of dollars and resources and project timeframe; • contribution of the individual/organization to the project; • objective and outcome of the project; and, • other experience gained that could be relevant to this requirement. 		
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4. Technical and Management Evaluation

4.1 Point Rated Technical and Management Criteria

Point rated Technical and Management Evaluation Criteria are described in Table 3 below. A score of zero will be given to any criteria not addressed.

Table 3 - Point Rated Technical and Management Criteria				
SECTION A				
No	Rated Criteria	Max Points	Scores to be assigned based on the following	Page number in your

Appendix H – Evaluation Criteria and Basis of Selection

				proposal
R1	<p>The Proponent should demonstrate an understanding of scope and objective.</p> <p>The Proponent should include a short introduction with a brief explanation of the: need for the project; objectives of the proposed work; reasons for carrying it out as proposed; and benefits that would be derived.</p>	5	<p>0 Points - incorrect understanding of scope and objectives.</p> <p>1 Point - incorrect understanding of scope or objectives, or given verbatim from RFP and understanding not fully demonstrated.</p> <p>3 Points - good general understanding of scope and objectives.</p> <p>5 Points - in-depth understanding of scope and objectives fully demonstrated.</p>	
R2	<p>The Proponent should identify potential minor and major problems and/or difficulties that could affect the outcome of the work and address how these will be resolved</p>	5	<p>0 Points – fails to identify any potential problems.</p> <p>1 Point – a few minor difficulties identified; proposed solutions will not adequately resolve all.</p> <p>2 Points – several minor difficulties identified; proposed solutions will mostly adequately resolve but lack innovation.</p> <p>3 Points – several minor and major difficulties identified; proposed solutions will adequately resolve most with some innovations proposed.</p> <p>4 Points - several minor and major difficulties identified; proposed solutions will adequately resolve all with some innovations proposed.</p> <p>5 Points - several minor and major difficulties identified; proposed solutions will adequately resolve all; proposed solutions are innovative.</p>	
R3	<p>The Proponent should clearly outline the approach and proposed methodology to meet the requirements as well as the degree of success expected.</p> <p>The proposed approach is to be compliant with the requirements of the</p>	20	<p>0 Points - not addressed in proposal.</p> <p>3 Points - approach and methodology does not expand from RFP.</p> <p>12 Points - approach and methodology address the RFP requirements with adequate level of success.</p> <p>15 Points - approach and methodology address the RFP</p>	

Appendix H – Evaluation Criteria and Basis of Selection

	Statement of Work provided as part of the RFP. Sufficient detail should be provided to demonstrate the Proponent's grasp of the requirements beyond what is contained in the RFP.		requirements with a high level of success. 20 Points - approach and methodology supplemented with novel suggestions that address the RFP requirements with a high level of success.	
R4	The Proponent should provide a detailed work plan, including a list of specific tasks and deliverables, the level of effort (per person, per task), and the proposed schedule for completion or delivery.	15	<p><u>Work Plan / Tasks to be Performed (maximum 3 points):</u> 0 Points - not addressed in proposal. 2 Points - work plan does not expand from RFP. 3 Points - work plan is well explained and meets the requirements of the RFP.</p> <p><u>Schedule (maximum 3 points):</u> 0 Points - not addressed in proposal. 2 Points - schedule is as per RFP with no additional details provided in the proposal. 3 Points - schedule expands on that included in the RFP (e.g., the proposal may identify how the activities would be ordered and organized and why; whether activities would be undertaken concurrently or sequentially; etc.), is adequate and clearly explained.</p> <p><u>Level of Effort (maximum 9 points):</u> 0 Points - not addressed in proposal. 3 Points - adequate total level of effort; critical work performed by junior personnel. 6 Points - adequate total level of effort; critical work performed by appropriate mix of junior/senior personnel. 9 Points - adequate total level of effort; critical work performed by recognized subject matter experts.</p>	
For the specific experience identified in R5.1 through R5.4, the main resource assigned to perform the				

Appendix H – Evaluation Criteria and Basis of Selection

related task(s) will be evaluated for the associated experience required. If the main resource has not been identified and two or more resources with different experience levels have been named, the score assigned will be based on the average of the sum of years of experience of the individual resources.

In order to be awarded points, the duration of demonstrated experience for R5.1 through R5.4 must be clearly identified by referencing specific projects, a project description,, providing the name of the client, and by identifying the project start and end dates. Experience that does not clearly identify this information will not be awarded points..

R5.1	Demonstrated experience in geotechnical / permafrost/ northern engineering	10	<p>0 Points - no demonstrated experience.</p> <p>2 Points - less than 2 years of demonstrated experience.</p> <p>4 Points - 2 to <5 years of demonstrated experience.</p> <p>6 Points - 5 to <10 years of demonstrated experience.</p> <p>8 Points - 10 to <15 years of demonstrated experience.</p> <p>10 Points - 15 or more years of demonstrated experience.</p>	
R5.2	<p>Demonstrated experience in climate and meteorological sciences</p> <p>*Inclusion of a sub-contractor as a member of the project team would be acceptable for this specific criterion only. In this case, sub-contractor experience would be eligible to receive points.</p>	10	<p>0 Points - no demonstrated experience.</p> <p>2 Points - less than 2 years of demonstrated experience.</p> <p>4 Points - 2 to <5 years of demonstrated experience.</p> <p>6 Points - 5 to <10 years of demonstrated experience.</p> <p>8 Points - 10 to <15 years of demonstrated experience.</p> <p>10 Points - 15 or more years of demonstrated experience.</p>	
R5.3	Demonstrated experience in structural/building engineering and/or in engineering for northern transportation infrastructure.	10	<p>0 Points - no demonstrated experience.</p> <p>2 Point2 - less than 2 years of demonstrated experience.</p> <p>4 Points - 2 to <5 years of demonstrated experience.</p> <p>6 points - 5 to <10 years of demonstrated experience.</p> <p>8 Points - 10 to <15 years of demonstrated experience.</p> <p>10 Points - 15 or more years of demonstrated experience.</p>	
R5.4	Demonstrated experience using the Public Infrastructure	20	Detailed information (maximum of 20 points, 10 points per project using the following):	

Appendix H – Evaluation Criteria and Basis of Selection

	<p>Engineering Vulnerability Committee (PIEVC) Engineering Protocol.</p> <p>*The project used to demonstrate that the proposal meets R5.4 can be the same project used for M1.</p>		<p>0 Points – no demonstrated experience using the PIEVC Engineering Protocol.</p> <p>a) project description for PIEVC (maximum of 2 pts) - project description (up to 2 pts);</p> <p>b) scope and complexity of the project(s) (maximum of 2 pts) - name and description of client organization (0.5 pt); - name and phone number of client reference (0.5 pt); - scope, size in dollars and resources, and project time frame (1 pt);</p> <p>c) contribution of the individual/organization to the project(s) (maximum of 3 pts) - contribution of the individual/organization to the project (1 pt); - objective and outcome of the project (1.5 pts); and, - other experience gained that could be relevant to this requirement (0.5 pt).</p>	
<p>R6</p>	<p>Proposal Quality</p>	<p>5</p>	<p>Up to a maximum of five (5) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p> <p>1 point for including tabs between the sections of the Proposal;</p> <p>2 points for ordering/structuring the Proposal to match the order and sequence of the Mandatory and Point-Rated Requirements in the RFP; and,</p>	

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			<p>Up to 2 points for the overall quality of the Proposal as it relates to presentation of information and ease-of-use, as per the following breakdown:</p> <p>-the proposal's presentation is confusing – 0 points</p> <p>-the proposal's presentation is adequately clear and fairly easy to use – 1 point</p> <p>-the proposal's presentation is exceptionally clear and concise, and is very easy to use – 2 points</p>	
	Total	/100		
BONUS POINTS:				
Bidders will be awarded additional points as per the below criteria:				
B1	PIEVC Experience - Relevance Use of PIEVC on transportation infrastructure.	10	If a project used for R5.4 was on northern infrastructure, where permafrost issues were of concern, the proponent will receive 5pts (per project).	
B2	PIEVC Experience - Relevance Use of PIEVC on northern infrastructure.	10	If a project used for R5.4 was on transportation infrastructure, the proponent will receive 5pts (per project).	
	Total bonus points	/20		
	Total technical score = Total score + Bonus points. Please note that the maximum possible total technical score is 100. Bonus points will only be added to the total up to and including 100 points.	Max points (including bonus points) 100		
Minimum required score is 70/100 points (70%)				