



700, Leigh-Capreol Place  
Administrative Services  
Dorval, Quebec  
H4Y 1G7

**April 16, 2015**

## **REQUEST FOR STANDING OFFER**

**Subject:** Request for Standing Offer T3003-151001  
Standing offer for the environmental audit of airport and port sites in the Quebec Region

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Transport Canada has a requirement to establish **up to four (4) standing offers** for the services described in the Terms of Reference presented in Appendix "B".

The standing offers will cover a period of five (5) years from June 1, 2015 to May 31, 2020 with the option of extending the service period for one (1) additional period of two (2) years, as follows: from June 1, 2020 to May 31, 2022.

Each standing offer will have a total value of 1 million dollars CAD, including the applicable taxes and all other related fees, for a global value of four (4) million dollars CAD, including the applicable taxes and all other related fees. Call-ups against the respective standing offers will be issued to submit specific mandates.

This Request for Standing Offer aims to select suppliers capable of providing the services according to the requirements of Transport Canada, Quebec Region's environmental affairs sector. Tenders will be evaluated based on the evaluation criteria and a pre-determined methodology specified in Appendix "J", Evaluation Procedures and Basis of Selection.

If you are interested in this project, we invite you to submit a tender. You will find the procedure to follow in Appendix "L", Instructions to Tenderers.

**Closing date and time for the submission of tenders:**

May 27, 2015 at 11:00 a.m., Dorval local time.

**Location for submitting tenders:**

Transport Canada  
Contracting and Materiel Services  
C/O Mail Room no. 2036  
700, Leigh-Capreol Place  
Dorval, Quebec  
H4Y 1G7

**Office hours:**

Monday to Friday from 8:00 to 12:00 (noon) and between 13:00 to 15:00.

Please take note that Transport Canada's offices will be closed on Monday, May 18, 2015 for Victoria Day. No tenders can be received on that day.

It is the tenderers' responsibility to deliver their tender prior to tender closing. Tenders will not be accepted after the closure date and time for this Request for Standing Offer. They will be returned to the sender unopened.

Tenders submitted by fax, e-mail or Internet will not be accepted.

**Tenders that do not meet the MANDATORY requirements will not be considered. The financial proposal will be returned unopened.**

The Offer of Services, Annex "A" must be signed as per the Requirements for Signature specified in Appendix "K".

**Question period:**

Questions with respect to the meaning or intent of the Request for Standing Offer documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing before noon (12:00 p.m.) on May 15, 2015** by e-mail or fax to:

Sonia Lemire  
Senior Materiel and Contracting Officer  
Contracting and Materiel Services  
Transport Canada  
E-mail: [sonia.lemire@tc.gc.ca](mailto:sonia.lemire@tc.gc.ca)  
Fax: 514-633-2925

All questions and answers will be presented as an addendum to the Request for Standing Offer and will be published on the Government Electronic Tendering Service (GETS) website.

**LIST OF DOCUMENTS PERTAINING TO THE REQUEST FOR STANDING OFFER**

Offer of Services..... Appendix "A"

Terms of Reference..... Appendix "B"

General Conditions ..... Appendix "C"

Supplementary Conditions Regarding Intellectual Property..... Appendix "D"

Supplementary Conditions Regarding Confidentiality..... Appendix "E"

Supplementary Conditions Regarding Insurance ..... Appendix "F"

Contractor's Declaration..... Appendix "G"

Contractor's Responsibilities Regarding Official Languages..... Appendix "H"

Federal Contractors Program for Employment Equity..... Appendix "I"

Evaluation Procedures and Basis of Selection ..... Appendix "J"

Requirements for Signature..... Appendix "K"

Instructions to Tenderers..... Appendix "L"





**APPENDIX "A"  
OFFER OF SERVICES**

**Offer for:** Standing offer for the environmental audit of airport and port sites in the Quebec Region

**Offer submitted by:** \_\_\_\_\_  
(Name of company)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Full address)

**GST number:** \_\_\_\_\_ **Business number:** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_

**Fax number:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

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

1. The Undersigned (hereinafter referred to as "the Supplier") hereby offers to provide Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty"), represented for the purposes hereof by the Minister of Transport (hereinafter referred to as "the Minister"), with the necessary expertise, supervision, materials, equipment and all that is needed to complete, to the entire satisfaction of the Minister or her authorized representative, the services described in the Terms of Reference in the attached Appendix "B".
2. The Supplier hereby offers to perform and complete the work at the location and in the manner indicated, in accordance with the following documents:
  - (i) this document form marked as Appendix "A" entitled "Offer of Services";
  - (ii) the document marked as Appendix "B", attached hereto and entitled "Terms of Reference";
  - (iii) the document marked as Appendix "C", attached hereto and entitled "General Conditions";
  - (iv) the document marked as Appendix "D", attached hereto and entitled "Supplementary Conditions Regarding Intellectual Property";



**APPENDIX “A”  
OFFER OF SERVICES**

- (v) the document marked as Appendix “E”, attached hereto and entitled “Supplementary Conditions Regarding Confidentiality”;
- (vi) the document marked as Appendix “F”, attached hereto and entitled “Supplementary Conditions Regarding Insurance”;
- (vii) the document marked as Appendix “G”, attached hereto and entitled “Contractor’s Declaration”;
- (viii) the document marked as Appendix “H”, attached hereto and entitled “Contractor’s Responsibilities Regarding Official Languages”;
- (ix) the document marked as Appendix “I”, attached hereto and entitled “Federal Contractors Program for Employment Equity”;
- (x) the document marked as Appendix “J”, attached hereto and entitled “Evaluation Procedures and Basis of Selection”;
- (xi) the document marked as Appendix “K”, attached hereto and entitled “Requirements for signature”.

**3. Standing Offer Period**

All standing offers concluded subsequent to acceptance of the present offer will be awarded for a period of five (5) years firm, from **June 1, 2015 to May 31, 2020**, with an option to extend the service period for one (1) additional period of two (2) years as follows: **June 1, 2020 to May 31, 2022**.

The option to extend the service period will be exercised at the sole discretion of the Minister or her authorized representative by means of a formal amendment to the standing offer.

**4. Total Value of the Standing Offers**

The needs of the present request are estimated to be worth four (4) million dollars CAD, including the applicable taxes and all related fees for the five (5)-year term, including the two (2)-year extension period. This (4) million dollar CAD value includes the applicable taxes and all related fees. No financial increase will be granted for the duration of these standing offers.

Transports Canada wishes to issue a total of four (4) standing offers, each equalling one (1) million dollars CAD, including the applicable taxes and all related fees.

**NOTE: These are only estimates and in no way a guarantee of the amount that may be paid under any standing offer concluded by the acceptance of this offer.**



**APPENDIX "A"**  
**OFFER OF SERVICES**

**4.1 Professional Services and Associated Fees**

The Supplier hereby offers to perform and complete the work for the following rates.

The rates quoted below include all expenses that may be incurred in providing the services, namely profit, fixed costs, administrative costs and the necessary equipment and materials. All other costs will be requested upon presenting the supplier with a mandate during call-up.

These rates do not include authorized travel expenses, which are addressed in Section 4.5.

Information with respect to payment of the provincial sales tax and the federal goods and services tax is provided in Section 4.6.



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OFFER OF SERVICES**

**4.2 Proposed rates for the initial period: June 1, 2015 to May 31, 2020**

<b>FIRM PRICE FOR THE INITIAL FIVE (5)-YEAR PERIOD</b>				
<b>TITLE AND FUNCTION or Type of service</b>	<b>HOURLY RATE (per hour) or UNIT COST (per unit)</b>	<b>Estimated quantities per year</b>	<b>Units</b>	<b>Total</b>
<b>PROFESSIONAL FEES</b>				
Project director		40	hour	
Project manager		100	hour	
Draftsperson		40	hour	
Clerical employee		40	hour	
Technician (excluding the time required to conduct the surveys and install the piezometres)		100	hour	
<b>SAMPLING AND INSTALLATION OF PIEZOMETRES</b>				
<b>BORING IN THE SOIL</b> (including the technician's time, the material, sampling and soil management)		160	metre	
<b>BORING IN THE BEDROCK</b> (including the technician's time, the material, sampling and drill core management)		30	metre	
<b>INSTALLATION OF PIEZOMETRES--(6 piezometres, 5 m deep)</b> (including the material, the technician's time, development and purge, sampling and water management)		30	metre	
<b>TRENCH (each 3 metres deep)</b> (including the technician's time, the material, sampling and soil management)		30	trench	
<b>CHEMICAL ANALYSES OF THE SOIL</b>				
C <sub>10</sub> -C <sub>50</sub>		50	sample	
Separate MAH		50	sample	
BTEX		50	sample	
Separate PAH		25	sample	
Petroleum hydrocarbon by fraction (CCME)		25	sample	
PCB		20	sample	
Base metals (Cr, Cu, Cd, NI, Pb and ZN)		30	sample	
Screening metals (13) (Ag, As, Ba, Cd, Cr, Mn, Al, Fe, Cu, Pb, Hg, Ni, Zn)		30	sample	
Particle-size distribution		10	sample	





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TITLE AND FUNCTION or Type of service	HOURLY RATE (per hour) or UNIT COST (per unit)	Estimated quantities per year	Units	Total
<b><i>ANALYSIS OF THE GROUNDWATER</i></b>				
C <sub>10</sub> -C <sub>50</sub>		50	sample	
Separate MAH		50	sample	
BTEX		50	sample	
Separate PAH		25	sample	
Petroleum hydrocarbon by fraction (CCME)		10	sample	
PCB		10	sample	
Base metals (Cr, Cu, Cd, Pb, Ni and Zn)		20	sample	
Screening metals (13) (Ag, As, Ba, Cd, Cr, Mn, Al, Fe, Cu, Pb, Hg, Ni, Zn)		20	sample	
P, Ca, No <sub>2</sub> , NO <sub>3</sub> , K		10	sample	
Total N, other non-metals		10	sample	
pH		10	sample	
Dissolved oxygen		5	sample	
Oxidation-reduction potential		10	sample	
Perchlorinated compounds		10	sample	
<b>DRINKING WATER ANALYSIS</b>		100	sample	



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TITLE AND FUNCTION or Type of service	HOURLY RATE (per hour) or UNIT COST (per unit)	Estimated quantities per year	Units	Total
<b><i>SEDIMENT ANALYSIS</i></b>				
C <sub>10</sub> -C <sub>50</sub>		30	sample	
PCB		20	sample	
BTEX		20	sample	
Separate PAH		15	sample	
Separate MAH		15	sample	
Base metals (Cr, Cu, Cd, Ni, Pb and Zn)		20	sample	
Screening metals (13) (Ag, As, Ba, Cd, Cr, Mn, Al, Fe, Cu, Pb, Hg, Ni, Zn)		20	sample	
Sedimentation analysis		4	sample	
Sediment particle-size distribution		5	sample	
TOC, K and other non-metals		10	sample	
<b>TOTAL</b>				

**4.3 TOTAL ESTIMATED COST FOR A ONE-YEAR PERIOD:**

\$ \_\_\_\_\_  
(Plus GST/QST)

**NOTE:** The quantities indicated above are only estimates, provided solely for the purpose of cost evaluation. These estimates do not constitute a guarantee of the total quantities that may be paid under any call-up concluded pursuant to acceptance of this offer.



**APPENDIX "A"  
OFFER OF SERVICES**

**4.4 EXTENSION PERIOD**

The rates and unit costs for the extension period will be increased according to the global Consumer Price Index (CPI) for the province of Quebec for the previous year:

**Two (2)-year extension period:** June 1, 2020 to May 31, 2022

The province of Quebec's global CPI for 2019 will be applied.

**4.5 Authorized Travel Expenses**

In the event that travel is required in the course of any resulting call-up, travel and living expenses duly authorized in the performance of the work, without increase for fixed costs or profit margins, will be reimbursed in accordance with the Treasury Board's *Travel Directive*, based on the rates in effect at the time the expenses are incurred ([http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index\\_e.asp](http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp)).

**4.6 Federal Goods and Services Tax (GST) and Quebec Sales Tax (QST)**

The prices and rates quoted herein are not to include any provisions for the goods and services tax or the Quebec sales tax.

**5. Method of Payment**

The Supplier will be paid in accordance with the terms set out in the call-up against the standing offer.

**6. Applicable Law**

All standing offers or call-ups resulting from this Request for Standing Offer shall, as applicable, be governed by and interpreted in accordance with the laws in force in the province of Quebec, Canada.


**7. Tender Validity Period**

The Supplier agrees that this Offer of Services will remain valid, as written, for a period of ninety (90) clear days after the closing date for this Request for Standing Offer.

**8. Tender Documents**

Suppliers must include the following documents in their tender:

- a) a technical proposal in **four (4)** copies concerning the performance of the work in accordance with the requirements set out in this Request for Standing Offer.

 Transports Canada    Transport Canada	<b>File no.:</b> T3003-151001
<b>Finance and Administration – Quebec Region Contracting and Materiel Services</b>	<b>Page:</b> 8 of 8
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b) **two (2)** copies of this Offer of Services, Appendix "A", duly completed and signed.

The following documents must be included in the envelope along with the financial proposal:

- Supplementary Conditions Regarding Confidentiality (Appendix "E")
- Contractor's Declaration (Appendix "G")
- Federal Contractors Program for Employment Equity (Appendix "I")
- Documentation concerning the Requirements for Signature (Appendix "K")

**Tenders that do not contain the above-mentioned documents or deviate from the costing format may be considered incomplete and inadmissible.**

**9. Signatures**

The Supplier hereby attests to have submitted the tender in accordance with the requirements specified in the Request for Standing Offer documents.

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_ 2015.

In the presence of:

Company name: \_\_\_\_\_

Company's signing authority

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness' signature: \_\_\_\_\_

Company's signing authority

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness' signature: \_\_\_\_\_



Transports  
Canada

Transport  
Canada

Finance and Administration – Quebec Region  
Contracting and Materiel Services

File no.: T3003-151001

**APPENDIX "B"**  
**TERMS OF REFERENCE**

# **TERMS OF REFERENCE**

## **Environmental Audit**

### **Standing Offer Airport and Port Sites in the Quebec Region**

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## **1. CONTEXT**

Transport Canada (TC) has committed to making sustainable development an underlying principle of its policies, regulations, transportation safety and program delivery as well as ensuring that all of its activities are respectful of the environment.

One of the challenges of incorporating sustainable development, and one of Transport Canada's direct responsibilities, is to improve the Department's own environmental practices and take measures to mitigate the environmental impacts of its activities on the sites it owns. Whether aiming to more soundly manage its operations and activities, determine the environmental state of one of its properties during a transfer, assignment or lease or develop a remediation project, the Department must conduct environmental site assessments (ESA, phases I, II or III), environmental compliance audits, environmental monitoring or studies on the risks to health and/or the environment at Transport Canada's airport and port facilities in the Quebec Region.

The airport sites are: Sept-Îles, Îles-de-la-Madeleine, Lourdes-de-Blanc-Sablon, Chevery and Hâvre St.-Pierre. Note that all other airport facilities could be subject to a study. However, the airports in convention territories will be scholarships awarded under the provisions in force in procurement.

The targeted port sites are: Baie de Johan-Beetz, Baie-Comeau, Blanc-Sablon, Chandler, Gros-Cacouna, La Romaine, Matane, Mont-Louis, Paspébiac, Saint-François-de-l'île-d'Orléans, Kegaska, Cap-aux-Meules, Rimouski, Portneuf, Pointe-au-Père, Carleton, Gaspé, Harrington Harbour, La Tabatière, Les Méchins, Miguasha, Natashquan, Old Fort Bay, Saint-Augustin and Tête-à-la-Baleine. Note that all other port facilities could be subject to a study.

The consultants retained in this Standing Offer will be provided with additional information about the study area during the resulting mandate.

## **2. TARGET OBJECTIVES**

The target objectives for the above-mentioned context are:

- > Conduct environmental site assessments (ESA – phases I, II or III);
- > Conduct environmental compliance audits (ECA);
- > Conduct environmental monitoring, namely to monitor the quality of the groundwater, drinking water, surface water and wastewater;
- > Restore or close observation wells/piezometers according to trade practices;
- > Conduct studies on the risks to health and/or the environment according to the procedures developed and recognized by the federal departments and competent authorities specializing in contaminated sites.

## **3. SCOPE**

To meet the previously mentioned objectives, the consultant must carry out one or several of the following activities according to the resulting mandate issued by Transport Canada's project manager:

### 3.1 Environmental Site Assessment (ESA)

Note: The ESA does not aim to duplicate any previous environmental studies. If applicable, the consultant must check, update and integrate all previously collected data in the current environmental assessment.

#### 3.1.1. Phase I

The consultant must investigate the previous uses of the properties on which the port or airport now stands and determine if the existing or former facilities' activities or operating modes could have contaminated the environment. An account of the land uses since 1950 will be drawn up and will include, if applicable, an investigation of all possible waste burial. When possible, the consultant will conduct interviews with retired employees or employees with considerable seniority, as they are likely to be aware of activities carried out at the time.

The consultant must analyze the available documentation and will be responsible for consulting all other sources of information deemed necessary to fulfill the mandate.

The consultant is responsible for communicating with all of the site's occupants. An inspection visit, interviews, questionnaires, permit and regulation checks and documentation and record reviews must be carried out at each tenant's facilities without exception, unless otherwise specified by Transport Canada's project manager. The consultant must schedule an appointment directly with the people concerned before conducting the interviews and performing the inspection visits.

The consultant must prepare a visit schedule with the person in charge of the port or airport. The activities the consultant will carry out on Transport Canada's and its tenants' properties must be planned ahead to minimize, as much as possible, the need to be accompanied by the person in charge.

Inspection visits and historical research are necessary to identify areas of "concern" from an environmental standpoint. These areas can include, but are not limited to:

- Storm sewers
- Sanitary sewers
- Wastewater treatment stations
- Septic tanks
- Disposal fields
- Dump sites
- Service garages
- Hazardous waste storage
- Barrel storage
- Above-ground and underground storage tanks
- Petroleum product storage and distribution sites
- All sites formerly used for operations that could contaminate the environment
- Drinking water wells
- Drainage ditches



- All other items with the potential to impact the environment

**The consultant will provide to TC's project manager detailed information about all suspected sources of contamination discovered at the port or airport.**

### **3.1.2 Phase II**

Depending on the conclusions reached at the end of Phase I, Phase II may be proposed. In such case, the consultant must develop a characterization program that covers the groundwater, sediment and soil. The potentially contaminated areas identified in Phase I must undergo a more in-depth investigation to identify the precise nature, degree and extent (lateral and vertical) of the contamination (in volume-m<sup>3</sup>).

This program must be written approved by TC's project manager prior to its implementation. All changes to the program that are not pre-approved by TC's project manager will not be paid. Before starting the sampling work, the consultant must communicate with the parties concerned to locate the underground networks (cables, pipes, lines, tanks, etc.).

If further sampling work is required, the consultant must contact TC's project manager to obtain approval. The consultant must submit a detailed statement, including the related fees. Transport Canada is under no obligation to grant additional work to the same consultant. If TC deems it necessary, it can draw up a new standing offer for this additional work.

It is the consultant's responsibility to apply an approach, sampling technique and analytical method in accordance with the MDDELCC's and the CCME's requirements. Appropriate screening technologies must be used in the field (pH metre, conductivity meter, measurement of volatile hydrocarbons, on-site testing kits) to select the samples that will be analyzed in the laboratory.

The sampling program must include the areas of concern identified in Phase I, but is not limited to these. The program must not only identify the sources of contamination within the port or airport limits, but also sources of contamination upstream or adjacent to the site that could contaminate its environment.

The consultant must manage the contaminated material (soil, sediment, groundwater, surface water, wastewater) used in the sampling program, in accordance with the regulations and policies in effect.

Aside from the installation of piezometres, any surfaces damaged by boreholes and trenches must be returned to their initial state, to the satisfaction of the person in charge of the port or airport.

#### *3.1.2.1 Specifications for the Characterization and Monitoring of the Groundwater:*

The consultant must check the elevation of all new piezometers he/she installs, in relation to the existing survey markers at the port or airport.

A piezometric elevation survey must be conducted on all of the site's piezometres and a global piezometric map of the site must be drawn up to indicate the groundwater's flow direction.

The wells must be safely installed so as not to cause breakage or injury and not be damaged by vehicles. The piezometers must be installed permanently. All piezometers must be clearly marked to prevent them from causing damage to, or being damaged by, the maintenance equipment. All of the control wells must be equipped with locking protective covers. The consultant is responsible for restoring all piezometers he/she may have damaged while carrying out the mandate.

The piezometer development and purging procedures must respect the MDDELCC's requirements and must be described in the reports. The location of the observation wells must help precisely identify the extent of the contamination in the groundwater, if any.

Dedicated equipment must be used for each well. If a free phase is identified in the observation well, the consultant must inform TC's project manager as soon as possible. The location of the observation wells must help precisely identify the hydrocarbon's spread to the water table, if applicable.

#### *3.1.2.2 Specifications for the Sediment Characterization:*

The sampling and analysis procedures must respect the standards in effect. The results must permit an interpretation relative to the following references:

- Environment Canada and the MDDEP's Criteria for the Assessment of Sediment Quality in Quebec and Application Frameworks: Prevention, Dredging and Remediation (2007);
- The CEPA's *Disposal At Sea Regulations* (2001)

#### *3.1.2.3 Specifications for the Characterization of the Drinking Water and Wastewater:*

The sampling and analysis procedures must respect the standards in effect. The results must permit an interpretation relative to the following references:

- a) The new Canada-Wide Strategy for the Management of Municipal Wastewater Effluent;
- b) The *Règlement sur l'évacuation et le traitement des eaux usées des résidences isolées* (provincial);
- c) The CCME's Model Municipal By-Law;
- d) The federal facilities directive dating back to 1976;
- e) The wastewater regulations proposed under the *Fisheries Act*;
- f) The CEPA's tools, such as the guideline for the release of ammonia and P2 plans for chlorinated wastewater effluents.

#### 3.1.2.4 Analytical Program

Depending on the survey locations, the medium being studied, the suspected contaminants and the project context, the following parameters must be considered, without being limited to these:

- Screening metals;
- Petroleum hydrocarbons by fraction according to the CCME's Canada-Wide Standard (PHC CWS), 2001 (soil), according to the TC project officer's specifications;
- C10-C50, PCB, perchlorinated compounds, MAH and PAH;
- TOC and particle-size distribution (sediment);
- All other parameters that must be considered, according to the nature of the contamination.

All of the analyses must be conducted in accordance with the methods prescribed by the organizations in charge of setting the quality criteria (CCME, MDDELCC, Environment Canada, and Health Canada). The analytical detection limits must be compatible with the interpretation criteria retained (see the following section).

#### 3.1.2.5 Interpretation of the Results:

The results of the analyses conducted on the samples will be interpreted based on the CCME's Canadian Environmental Quality Guidelines, the generic criteria of the MDDELCC's *Politique de protection des sols et de réhabilitation des terrains contaminés*, the Criteria for the Assessment of Sediment Quality in Quebec (EC and MDDEP, 2007), the *Critères de qualité de l'eau de surface au Québec* (MDDEP, 2001) and the Canada-Wide Strategy for the Management of Municipal Wastewater Effluent (CCME, 2008).

Depending on the physico-chemical quality of the soil, sediment, groundwater and surface water and the site's history, the consultant must identify the level of contamination, its source and extent.

#### 3.1.2.6 Quality Control

At the laboratory: The laboratory analyses must be performed by a laboratory accredited for the requested analyses. The consultant must provide the laboratory's proof of accreditation upon request. The laboratory's quality control and assurance procedures must respect the guidelines and procedures set by the MDDELCC and the *Centre d'expertise en analyses environnementales*. For example, the internal control procedure must include a method blank, percentage recovery for organic compounds as well as a duplicate and control sample.

The results of the laboratory's quality control program, the analytical methods and the detection limits must be included in the preliminary and final reports.

In the field: The equipment cleaning and sample-taking must respect the procedures described by the MDDELCC. Fifteen percent (15%) of the samples sent to the laboratory must be submitted in duplicate. A field blank is required for both the soil and water. The types of containers used for the sampling (based on the parameters analyzed) and the container washing procedures must respect the MDDELCC's requirements.

### 3.2 Environmental Compliance Audit (ECA)

Assess the environmental compliance of Transport Canada's facilities and activities and that of its tenants.

Note: An environmental compliance audit of the tanks will only be conducted upon request since Transport Canada recently completed an entire exercise to this effect for all of its tanks. If the tanks need to be examined, the consultant will be provided with the complete and specific scope at the appropriate time.

The ECA must respect the most recent Canadian CSA standard. However, if additional elements are required to complete the study, the consultant can suggest these to TC.

The consultant must compile all of the information required to draw a complete portrait of the port (or airport) in order to assess the compliance or non-compliance of the study site's properties, facilities and activities. The consultant must conduct a complete tour of the site, including the facilities occupied by TC and its tenants as well as their respective activities.

The consultant must summarily audit the environmental emergency plan in place in accordance with the directives in Appendix A.

The consultant must be familiar with the acts, regulations, guidelines and criteria pertaining to environmental protection. The consultant must assess the environmental compliance of TC's and its tenants' operations and facilities. This involves a review of the regulations, policies and guidelines.

During the environmental compliance audit, the consultant must determine and identify, in the reports submitted to TC, both the compliance and non-compliance items. If problems are found, the consultant must identify the code, regulation, act, guideline or policy that was not respected and indicate the reference. The consultant must make recommendations to ensure the compliance of TC's and its tenants' facilities and operations. Each recommendation must be accompanied by a budget estimate. The recommendations must be prioritized as follows:

Priority 1: Situation presenting a risk for the environment or human health/safety.

Priority 2: Situation not respecting an act or regulation.

Priority 3: Situation not respecting a code, guideline or criteria, but which could become a no. 1 priority in certain specific conditions.

Priority 4: Situation of compliance, but whose recommendation targets better environmental management.

The consultant must present to TC's project manager the results of the environmental compliance audit in table format for each occupant (TC and tenants). The tables must include the 6 following columns:

- 1- Occupant
- 2- Non-compliance item
- 3- Reference
- 4- Recommendation
- 5- Costs
- 6- Priority level

### **3.3 Environmental Monitoring**

Environmental monitoring involves:

- > Monitoring by sampling and analyzing different media to assess the contamination levels;
- > Interpreting the results and making recommendations about the environmental monitoring and the corrective measures to take based on the conclusions drawn from the monitoring results.

All of the specifications, sampling program requirements, analysis protocols, interpretation criteria and the quality control described in the preceding section must be respected.

### **3.4 Analysis of the Toxicological and Ecotoxicological Risks**

The consultant must conduct an assessment of the risks linked to the presence of contaminants in the soil, sediment or groundwater in order to specify the level of exposure and resulting risks for the ecological receptors and humans affected.

This type of assessment will allow the consultant, if applicable, to propose interventions levels and risk management approaches for the contaminated soil and/or groundwater and/or sediment in order to bring exposure and risk down to a safe, acceptable level.

The consultant must conduct the necessary research and consult all relevant documents (history, maps, hydrogeology, the site's natural geochemistry, etc.).

The consultant is in charge of planning, proposing and carrying out all of the work, measurements or analyses needed to perform the calculations required to fulfill the mandate.

The consultant must follow the risk assessment procedure set out in the Federal Contaminated Sites Action Plan (FCSAP).

The study must include an analysis of the toxicological and ecotoxicological risk the contaminated media poses to the main receptors and receiving environments.

Obviously, the risk analysis must relate to the proposed management and/or remediation scenarios.

The risk study must include the following:

- Analysis of the exposure pathways;
- For the target contaminants, identification of the contaminants' potential exposure pathways;
- Identification of the receptors that could be affected (i.e.: humans, fish, birds, invertebrates, plants) and justification of the choices;
- For the target contaminants, estimation of the contaminant exposure;
- Calculation of the risk to human health and the ecological receptors.

The consultant is free to choose the specific methodologies that will be used. The choice of potentially affected ecological species is also left at the tenderers' discretion. Once the choices have been made, they must be validated with TC's project manager.

Based on the results obtained, the consultant must assess the toxicological risks:

- That the current situation poses or could eventually pose to the environment and human health and safety if it remains unchanged;
- Of the contamination's migration beyond the boundaries of the property, carried by the groundwater;
- Obviously, the risk analysis must also relate to the proposed management and/or remediation scenarios.
- If applicable, the risk analysis must include mathematical modelling using available and recognized software that determines the spread of contamination and its natural mitigation (in time and space).

#### **4. COMMUNICATION**

All of this communication may take place in person, over the telephone or electronically, as decided by TC's project manager.

##### **4.1 First Communication between TC's Project Manager and the Consultant**

For all of the previously described activities, a first, start-up communication is required between TC's project manager and the consultant. Before beginning the work, the consultant must contact TC's project manager to:

- review the work that needs to be carried out and the proposed characterization plans;
- go over the schedules;
- discuss what needs to be delivered during the course of the project;
- coordinate the consultation of the documents and archives;
- discuss directives concerning the site's specific issues and the safety and logistics of the port or airport;
- Identify the resource persons and official contact persons for both parties.

The consultant must have all of the necessary resources at its disposal, even during peak periods of the year when field work is more intensive, i.e. April to October.

## **4.2 Second Communication between TC's Project Manager and the Consultant**

Once the historic research and first steps are completed, the consultant must contact TC's project manager to give a brief progress report of the research findings and present the inspection plan and interviews the consultant intends to carry out in the field as well as the schedule that will be followed. When the inspection visits are completed, the consultant must give TC's project manager an account of the interviews and inspection visits, a summary of the non-compliance items discovered during the ECA and the recommendations made.

The consultant must then present, if necessary, the sampling program proposed for Phase II (Section 3.1.2) and the related quality control program. The sampling program must be approved by TC's project manager.

The consultant must be available, at the request of TC's project manager, for a meeting at the study site before the Phase II work is carried out, in order to visit the site and finalize the proposed characterization plan, as necessary.

## **5. Deliverables**

For all of the reports mentioned below: the preliminary documents will be provided electronically in unlocked PDF and Word format, while the final versions will be provided in hard copy (paper) format and on CD. The reports must be submitted in French. The number of paper copies will be specified upon the awarding of the mandate resulting from this standing offer. Also, the consultant's maps, plans and drawings must be computer-generated (MtM NAD83 and AUTOCAD format).

### **5.1 ESA Report (Phases I and II)**

The consultant must submit a Phase I report as well as a separate Phase II report. The Phase I report must include the results of all the interviews and inspections, photographic documents, copies of the questionnaires and checklists used.

The Phase II report must include, without being limited to, the field measurements and tests, analysis reports, groundwater elevations, groundwater flow directions, the interpretation of the results and the consultant's recommendations in the execution of the mandate. All of the stratigraphic data, organoleptic observations, certificates of analysis and other screening results must be appended to the reports. The sample-taking and location of the contaminated areas must be supported by colour photographic documents. The subjects of the photographs must be directly related to the description of the contamination detected on the property.

The Phase II report must contain a detailed analysis of all the contaminated areas as well as recommendations for cleaning up these areas. The recommendations must include a sufficiently detailed description of the scope of the work to enable the initiation of a cleanup project, along with a budget estimate.

In making the recommendations on handling the contamination problems for which Transport Canada is responsible, the consultant must assess the possible remediation options. To do so, the consultant must set the remediation objectives in consultation with TC's project manager.

The remediation objectives must respect the regulatory requirements concerning the environment. Note that the consultant will have agreed on the selected criteria with TC's project manager. The selection of the chosen criteria must be clearly explained in the report.

Protection of the environment and human health, the environmental authorities' requirements, as well as effectiveness, feasibility, duration and cost must all be taken into consideration when weighing the decontamination options. The most cost-effective alternatives that are proposed must each be accompanied by a detailed estimate. The consultant must produce a map of the site, indicating the location in which samples were taken and the approximate limits of the contaminated areas as well as the locations of all other samples taken during previous studies that the consultant used to prepare the estimates, if this data is still pertinent (to be validated with TC's project manager).

When a soil characterization is conducted on a site, the consultant must classify the site in accordance with the National Classification System for Contaminated Sites (CCME, 2007) and/or the Federal Contaminated Sites Action Plan (FCSAP), in keeping with the specifications indicated by TC's project manager during a resulting mandate. Moreover, when a sediment characterization is conducted, the consultant must classify the site in accordance with Transport Canada's Aquatic Sites Classification System (2004), by filling out the form. All other more recent classification systems must be used as soon as available. A duly completed copy of the forms (PDF format) must be appended to the final report.

## **5.2 Phase III Report**

A third phase may be required to more closely evaluate one or more possible remediation/mitigation options and must include a budget estimate that is sufficiently precise to enable the initiation of a project.

## **5.3 ECA Report and Environmental Action Plan**

The contents of the report must be presented in accordance with the CSA Z773-03 standards. For both the Phase II report and the ECA report, the recommendations must respect the requirements described in Section 3.2 (table) of this document. The recommendations must be indicated separately for each occupant. The report must include, without being limited to, an evaluation of the current environmental management methods, the observance or non-observance of the existing codes, acts, regulations, criteria and guidelines, an evaluation of eventual risks and problems, along with recommendations on the corrective measures to take (by priority) and a cost estimate for each recommendation. The photographic reports must illustrate the compliance and non-compliance items, as applicable.

## **5.4 Environmental Monitoring Report**

This document must include the initial mandate, the methodological approach, the description of the work, the results obtained, the interpretation of the results and the recommendations. All of the stratigraphic data, organoleptic observations, certificates of analysis and other screening results must be appended to the reports.



## **5.5 Analysis of the Toxicological and Ecotoxicological Risks**

In the event that an assessment of the risk to the environment and health is required, a document must be submitted that includes, but is not limited to, all of the aspects described in Section 3.4.

## **6. HEALTH AND SAFETY**

TC recognizes that it has a role in protecting the health and safety of anyone working on Crown construction projects. It also recognizes that federal and private sector employees are entitled to complete protection under the *Occupational Health and Safety Regulations*.

To fulfill this requirement and further protect the health and safety of everyone on federal construction sites, TC agrees to respect the provinces and territories' occupational health and safety acts and regulations as well as the *Canada Occupational Health and Safety Regulations*.

In areas where safety is reduced due to work being carried out, the consultant must provide temporary means of maintaining safety (e.g. installing temporary fences, signs, traffic lights, etc.).

In order to validate that all precautions have been taken to ensure the health and safety of the consultants or their subcontractors, a health and safety plan will be requested before the field work is scheduled to begin.

## **7. SCHEDULES**

**(To be specified during the mandate awarding/negotiation process)**

Depending on the nature and complexity of the mandate, schedules may vary. TC reserves the right to plan the schedules for projects awarded subsequent to a call-up. Consequently, the schedules will be set by the Department when awarding a specific mandate for each call-up.

## **8. METHOD OF PAYMENT**

The payment terms will be defined for each contract awarded following a call-up, according to the nature of the requested studies.

## **9. MEMBERS OF THE WORK TEAM**

Since the Department's operations require to perform various real estate transactions such as assignments of lease, leases, transfers and the sale of property, Transport Canada requires that the ECA be carried out by work teams whose project managers are certified environmental auditors accredited by the *Association québécoise de vérification environnementale*.

Moreover, in the context of the ESA (phases I, II and III), the technician and the project manager must each have 3 years of relevant experience in last five years in similar projects, while the project director must have a minimum of 10 years of relevant experience. Transport Canada's project manager may request the team members' resumes to ensure that the resources meet the criteria. The people assigned to this standing offer must have the necessary scientific and technical knowledge and the relevant experience to carry out the projects to which they will be

assigned during call-ups. A description of the team's organization and a list of each member's responsibilities may be required during call-ups.

To demonstrate that the proposed personnel meet all the requirements of the call-up, the consultant must be able to provide the following information:

- Flow chart of the work team and each member's role and responsibilities;
- Each proposed person's resume (project director, project manager and field technician), specifying their level of education, work experience and all other relevant details, to clearly indicate that the individual in question has the necessary qualifications;
- A list of alternative resources and their resumes;
- A list of subcontractors and the role and responsibilities of each during future mandates.

It is important to demonstrate that the team members, including the proposed subcontractors, have the necessary experience.

Note that the subcontractors may carry out parts of the mandate, whether the ESA, ECA, risk analysis or environmental monitoring, as long as they have the necessary qualifications and experience.

## APPENDIX A

### **Checklist of the elements that must be included in the emergency response plan:**

Upon checking the tenants' emergency response plans, these are the elements that should typically be found:

- Amendment table
- Distribution list
- Table of contents
- General information
- Environmental description of the site and map indicating the location of the port or airport site
- Potential intervention sites
- Inventory of dangerous goods and associated risks
- Discovery of an emergency situation and alert
- Analysis of the situation and response procedures for:  
Action plan in case of:
  - minor spill of liquid dangerous goods
  - major spill of liquid dangerous goods
  - spill in a ditch or body of water
  - spill or leak of tanks or underground pipes
  - spill or leak of radioactive material
  - off-site incident
  - gas leak
  - incident involving the transportation of dangerous goods
  - dangerous goods involved in an aircraft incident/accident
  - dangerous goods involved in a fire
- Recovery and cleaning procedures (general)
- Sampling and decontamination
- List of telephone numbers
- Communication and identification system
- Spill/incident report
- List of environmental specialists
- Inventory of response equipment

- Map of the port and its environmental components:
  - inventory of dangerous goods and waste (location, identification, quantity)
  - sensitive environments
  - location of the response equipment
  - drainage
  - land elevation



**APPENDIX "C"  
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.



**APPENDIX "C"  
GENERAL CONDITIONS**

**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.



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GENERAL CONDITIONS**

- 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

**6. Indemnification**

- 6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.
- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

**7. Notices**

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

**8. Termination or Suspension**

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



**APPENDIX “C”  
GENERAL CONDITIONS**

- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.
- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

**9. Termination due to Default of Contractor**

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
- 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.





**APPENDIX “C”  
GENERAL CONDITIONS**

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

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

**10. Records to be kept by Contractor**

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

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

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

**11. Ownership of Intellectual and Other Property including Copyright**

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

11.2. Technical documentation shall contain the following copyright notice:

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

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



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**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.



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**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.

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

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

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

18.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract, whichever is later.

18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

## 19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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



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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.



**APPENDIX "C"**  
**GENERAL CONDITIONS**

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. In accordance with paragraph 18(1) of the Treasury Board of Canada Secretariat Contracting Policy Notice 2011-3 - Amendments to the Government Contracts Regulations ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2011/10-04-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2011/10-04-eng.asp)): 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.

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<b>APPENDIX "D"</b> <b>SUPPLEMENTAL CONDITIONS REGARDING TITLE TO INTELLECTUAL PROPERTY</b>	

**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;

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"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)





**APPENDIX "D"**  
**SUPPLEMENTAL CONDITIONS RELATED TO TITLE TO INTELLECTUAL PROPERTY**

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.



**APPENDIX “D”  
SUPPLEMENTAL CONDITIONS RELATED TO TITLE TO INTELLECTUAL PROPERTY**

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 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.



**APPENDIX “D”  
SUPPLEMENTAL CONDITIONS RELATED TO TITLE TO INTELLECTUAL PROPERTY**

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.





**APPENDIX "E"**  
**SUPPLEMENTAL CONDITIONS RELATED TO CONFIDENTIALITY**

**The Contractor agrees**

- (a) not to reproduce, in any form, any portion of the contractual document.
- (b) to hold in strictest confidence all Confidential Information obtained in connection with this contract and agrees not to disclose such information to any Person other than those direct members of the Departmental project team as identified by the Departmental Representative, in writing, prior to commencement of work.
- (c) to take all precautions in dealing with Confidential Information so as to prevent any unauthorized person from having access to such confidential Information.

For the purpose of this Contract, the term "Confidential Information" means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Contractor. The Contractor agrees that if they are in doubt whether certain information is confidential, they shall treat such information as confidential until advised by the Departmental Representative that it is not confidential. This confidentiality covenant shall survive the termination of any Contract with the Contractor and shall remain in full force and effect unless specifically released by Transport Canada.

Name of the company: \_\_\_\_\_

Company authorized signatory:

Name (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**APPENDIX "F"**  
**SUPPLEMENTAL CONDITIONS REGARDING INSURANCE**

**Liability Insurance**

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







**APPENDIX "G"  
CONTRACTOR'S DECLARATION**

**CERTIFICATION - CONTINGENCY FEES, CRIMINAL CODE, PUBLIC DISCLOSURE**

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; and
2. The contractor declares that the contractor has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

**FORMER PUBLIC SERVANT CERTIFICATION**

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

**Definitions**

For the purposes of this clause,

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

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

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

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



**APPENDIX “G”  
CONTRACTOR’S DECLARATION**

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

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

If so, the Contractor must provide the following information:

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

**Work Force Reduction Program**

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

If so, the Contractor must provide the following information:

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

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

**CODE OF CONDUCT**

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. In addition to complying with the *Code of Conduct for Procurement*, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions



**APPENDIX "G"**  
**CONTRACTOR'S DECLARATION**

specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
  - a) directly or indirectly either one controls or has the power to control the other; or
  - b) a third party has the power to control both.
  
4. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
  
5. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
  
6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
  
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
  - a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the Competition Act; or
  - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada; or
  - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act; or
  - d. section 239 (*False or deceptive statements*) of the Income Tax Act; or



**APPENDIX "G"  
CONTRACTOR'S DECLARATION**

- e. section 327 (*False or deceptive statements*) of the Excise Tax Act; or
- f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act; or
- g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*); or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.

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

**Certification**

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

Name of consultant \_\_\_\_\_  
/company

Complete address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GST number \_\_\_\_\_ or Procurement Business Number (PBN) \_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

**CERTIFICATION**

Company authorized signatory

Name (please print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



Transports  
Canada

Transport  
Canada

File no.: T3003-151001

Finance and Administration – Quebec Region  
Contracting and Materiel Services

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## APPENDIX “H” CONTRACTOR’S RESPONSIBILITIES REGARDING OFFICIAL LANGUAGES



### CONTRACTORS’ RESPONSIBILITIES REGARDING OFFICIAL LANGUAGES

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

Transport Canada counts on your support and contribution to make our workplace one where employees feel encouraged to use the official language of their choice, and where clients and the general public are served in their preferred official language. This brochure gives some tips to assist you in providing, as a third party, services in both official languages.



December 2005



#### **SERVICE TO THE PUBLIC**

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

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

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

#### **IN PERSON**

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



In Quebec:



Elsewhere in Canada

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

#### **ON THE TELEPHONE**

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

#### **IN WRITING**

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

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

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

#### **LANGUAGE OF WORK**

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

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

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

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

#### **FOR MORE INFORMATION**

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





**APPENDIX "I"  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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

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

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

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

**1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT VALUED AT \$1 MILLION OR MORE (INCLUDING APPLICABLE TAXES), AND;**

**1. SI VOUS SOUMISSEZ UN MARCHÉ DE BIENS ET/OU DE SERVICES D'UNE VALEUR D'UN MILLION DE DOLLARS OU PLUS (INCLUANT TOUTES LES TAXES); ET**

**2. IF YOU HAVE A COMBINED WORKFORCE IN CANADA OF 100 OR MORE PERMANENT FULL-TIME, PERMANENT PART-TIME AND/OR TEMPORARY EMPLOYEES HAVING WORKED 12 WEEKS OR MORE.**

**2. SI ELLE COMPTE UN EFFECTIF COMBINÉ AU CANADA D'AU MOINS 100 EMPLOYÉS PERMANENTS À TEMPS PLEIN, PERMANENTS À TEMPS PARTIE ET TEMPORAIRES QUI ONT TRAVAILLÉ 12 SEMAINES OU PLUS.**

If both conditions apply, you must enclose with your bid either a signed Agreement to Implement Employment Equity ([http://www.servicecanada.gc.ca/eforms/forms/esd/c-lab1168\(2013-10-009\)e.pdf](http://www.servicecanada.gc.ca/eforms/forms/esd/c-lab1168(2013-10-009)e.pdf)) or, if you had submitted one earlier, quote the official agreement number assigned by the FCP. **Please note that, without a signed Agreement to Implement Employment Equity, or an Agreement number, your bid is liable to be rejected.**

Si les deux conditions sont remplies, vous devez joindre un Accord pour la mise en œuvre de l'équité en matière d'emploi ([http://www.servicecanada.gc.ca/eforms/forms/esd/c-lab1168\(2013-10-009\)f.pdf](http://www.servicecanada.gc.ca/eforms/forms/esd/c-lab1168(2013-10-009)f.pdf)) dûment signé ou, si vous en avez déjà présenté un, indiquez le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'un accord signée ou d'un numéro d'accord pourront être rejetées.**

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.**

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

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

\*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.



**APPENDIX "I"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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 AGREEMENT TO IMPLEMENT EMPLOYMENT EQUITY IS ENCLOSED
- DOUBLE DE L'ACCORD POUR LA MISE EN ŒUVRE DE L'ÉQUITÉ EN MATIÈRE D'EMPLOI EST CI-JOINT.

OR - OU

- AGREEMENT NUMBER IS
- LE NUMÉRO OFFICIEL DE L'ACCORD 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 \$1 MILLION (INCLUDING APPLICABLE TAXES);
- LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À UN MILLION DE DOLLARS (INCLUANT TOUTES LES TAXES);
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT FULL-TIME, PERMANENT PART-TIME AND/OR TEMPORARY EMPLOYEES HAVING WORKED 12 WEEKS OR MORE;
- VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS À TEMPS PLEIN, PERMANENT À TEMPS PARTIEL ET TEMPORAIRES QUI ON TRAVAILLÉ 12 SEMAINES OU PLUS;
- 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

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**APPENDIX "I"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

**FEDERAL CONTRACTORS PROGRAM  
INFORMATION FOR SUPPLIERS AND CONTRACTORS**

**OBJECTIVE**

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

**DESCRIPTION**

The Federal Contractors Program applies to non-federally regulated contractors that :

- have a combined workforce in Canada of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more; and
- received an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes).

Contractors 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 Agreement Number from Employment and Social Development Canada (ESDC).

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 ESDC.

**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.**



**APPENDIX "I"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

**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 \$1,000,000 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 \$1,000,000 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 ESDC.



**APPENDIX "I"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

**STEP 3: COMPLIANCE REVIEW**

In-depth compliance reviews will be conducted by ESDC 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 on the ESDC website at the following address:

[http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)

**Criterion 1: Communication of Employment Equity to Employees**

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

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);



**APPENDIX “I”  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

- 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).



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FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

**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.



**APPENDIX "I"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

**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 ESDC, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.



OFFICIAL USE ONLY
Agreement N°:

## Agreement to Implement Employment Equity

- New Agreement  
 Revised Agreement

ORGANIZATION	
Legal Name of Organization	Parent company is located outside Canada <input type="checkbox"/> Yes <input type="checkbox"/> No
Operating Name (if different from Legal Name of Organization)	Procurement Business Number
	Total number of employees in Canada (Full-Time/Part-Time/Temporary)
Organization's North American Industry Classification System (NAICS) Code N°	To find your organization's NAICS Code Number please visit: <a href="http://www.statcan.gc.ca/subjects-sujets/standard-norme/naics-scian/2002/naics-scian021-eng.htm">http://www.statcan.gc.ca/subjects-sujets/standard-norme/naics-scian/2002/naics-scian021-eng.htm</a>

Official use only (if information above is incorrect)		
Procurement Business Number	Total number of employees in Canada	Organization's NAICS Code No

HEAD OFFICE			
Address (building number, street, suite, etc.)	City	Province	Postal Code
	Telephone Number	Fax Number	

EMPLOYMENT EQUITY CONTACT	
Name (print)	Title
Telephone Number	E-mail Address

CERTIFICATION
<p>The above-named organization:</p> <ul style="list-style-type: none"> <li>• having a combined workforce of 100 or more permanent full-time, permanent part-time and temporary employees having worked 12 weeks or more in Canada, AND</li> <li>• intending to bid on, or being in receipt of, a federal government goods or services contract, standing offer or contract issued under a Supply Arrangement, valued at \$1,000,000 or more (including applicable taxes).</li> </ul> <p>Hereby certifies its commitment to implement or maintain employment equity on an on-going basis, beyond the period of the procurement instrument, in keeping with the Federal Contractors Program requirements. For more information on how to implement employment equity please refer to: <a href="http://www.esdc.gc.ca/eng/labour/equality/fcp/index.shtml">http://www.esdc.gc.ca/eng/labour/equality/fcp/index.shtml</a></p> <p><b>Important note:</b> If an audit of the Agreement to Implement Employment Equity uncovers misrepresentation on the part of the organization, the procurement instrument(s) with the Government of Canada may be terminated.</p>

SIGNATORY	
<b>NOTE:</b> The signatory must be the Chief Executive Officer OR an authorized person in an executive position with legal authority to sign a contract on behalf of the organization.	
Name (print)	Title
Telephone Number	E-mail Address
Signature	Date

RETURN INSTRUCTIONS
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>• The original copy of the signed Agreement to Implement Employment Equity form must be sent to the Labour Program fax, at: (819) 953-8768 or by e-mail at: <a href="mailto:ee-eme@hrsdc-rhdcc.gc.ca">ee-eme@hrsdc-rhdcc.gc.ca</a></li> </ul>

# Federal Contractors Program (FCP)

Contractors who are awarded an initial goods and services contract, a standing offer agreement, or a supply agreement valued at \$1M or more (including applicable taxes) are required to implement employment equity, and if representation gaps exist, to make all reasonable efforts within the context of their specific organizational environment and structural needs to close the gaps. This obligation is on-going and not only subject to the period of a specific contract.

Contractors are required to conduct, develop and maintain:

- a. A survey of their workforce on the representation of the four designated groups using a self-identification questionnaire;
- b. A workforce analysis (WFA) that compares representation with requisite labour market availability by occupational groups; and
- c. Short-term and long-term numeric goals on closing gaps that have been identified where under-representation exists.

Contractors are required to submit to ESDC-Labour:

- a. One year after the award of an initial goods and services contract, a standing offer agreement, or a supply agreement valued at \$1M or more (including applicable taxes):
  - Self-identification questionnaire used to collect workforce information;
  - Initial WFA; and
  - Annual short-term numeric goals for a period of three years and long-term numeric goals where under-representation exists on closing gaps that have been identified.
- b. Four years after the award of an initial goods and services contract, a standing offer agreement, or a supply agreement valued at \$1M or more (including applicable taxes) and every three years thereafter:
  - Updated WFA;
  - Updated annual short-term numeric goals for a period of three years and long term numeric goals where under-representation exists on closing gaps that have been identified; and
  - Completed Achievement Table.

ESDC-Labour will assess contractors on a risk-based basis, one year and four years after the award of an initial goods and services contract, a standing offer agreement, or a supply agreement valued at \$1M or more (including applicable taxes) and every three years thereafter. Assessments are based on the achievement of representation results and measured against the requirements set out for the FCP.

Contractors found to be in non-compliance will be ineligible for future goods and services contracts, standing offer agreements, or supply agreements of any value with the federal government. In addition, contractors will be placed on a public list of non-compliant contractors. A finding of non-compliance may result in the termination of the contract.

For information on the detailed requirements as well as the framework and standards for assessment of results, please refer to the website: <http://www.esdc.gc.ca/eng/labour/equality/fcp/index.shtml>



# Questions and Answers

## Subsidiary vs. Division/Branch

**Q1 Does the Agreement to Implement Employment Equity (Agreement) apply to the whole organization or only to the part carrying out the contract?**

A1 The signed Agreement applies to the whole organization named in the Agreement and its entire Canadian workforce including all of its components (divisions, branches, etc.), with the exception of subsidiary corporations.

**Division:** A division is part of the primary business, not separate, and the primary business is legally responsible for the obligations and debts of the division.

**Branch:** A branch is an office that is not located at/with the company's corporate headquarters but is part of the organization.

**Subsidiary:** A subsidiary is owned or controlled by another entity (a parent company), but it is a separate legal entity.

**Q2 If an organization that is not subject to the Federal Contractor Program (FCP) is taken over by (or merged with) an organization that is subject to the Program, does it become subject to the FCP as well?**

A2 An organization is subject to the FCP if it becomes part of the acquiring company. However, if the organization remains a subsidiary and still operates as a separate legal entity from the acquiring company, it does not become subject to the FCP.

For the purpose of the FCP, subsidiaries require a separate Agreement (and Agreement number) because they are separate legal entities. Divisions are part of an organization and are included as part of the whole organization.

**Q3 When should a new Agreement be completed and signed?**

A3 A new Agreement should be completed if the organization has undergone a change in its legal name.

## Employment Status

**Q1 Who is considered to be a permanent full-time employee under the FCP?**

A1 A permanent full-time employee is employed for an indeterminate period of time to work the standard number of hours on a regular basis as determined by the employer, depending on the occupational group to which the person belongs. The standard number of hours cannot be less than the usual number of hours worked by full-time employees in the same occupational group.

**Q2 Who is considered to be a permanent part-time employee under the FCP?**

A2 A permanent part-time employee is employed for an indeterminate period of time to work fewer than the standard number of hours on a regular basis as determined by the employer, depending on the occupational group to which the person belongs.

Generally, what is standard or usual for a group of employees is considered full-time; anything less is considered part-time. For example, in a case where the standard, usual way of working for the company is to work eight (8) hours per day for three (3) days per week, employees who fit this work pattern would be considered full-time, and employees who do not would be considered part-time.

**Q3 Who is considered to be a temporary employee under the FCP?**

A3 A temporary employee is employed on a temporary basis for any number of hours within a fixed period or periods (start and end date) totalling 12 weeks or more during a calendar year. This does not include a person in full-time attendance at a secondary or post-secondary educational institution who is employed during a school break. Whether the hours are regular or irregular is not a factor to consider in determining temporary employment status.

The total number of weeks worked by temporary employees is calculated according to the cumulative number of weeks worked, not by the cumulative number of days. For example, an employee may be called to work two days one week, three days the following week and one day per week for ten other weeks during the calendar year. This employee would be considered a temporary employee for employment equity purposes.

The most significant distinction between temporary staff and permanent staff is job security, where permanence usually means employment for an indefinite duration. The duration of employment or the benefits received do not indicate employment status. Even if an employee is hired for a length of employment that is long term, the employee does not have permanent status if the duration of employment can be defined.

**Q4 How are students counted under the FCP?**

A4 Students employed during a school break, even if this period exceeds 12 weeks, and who are returning to school, are not counted as employees for employment equity purposes.

Co-operative education (Co-op) students working during the summer period are not considered to be on a school break since this work experience forms part of their education. Co-op students who work more than 12 weeks during their work placements should be reported as temporary employees. In addition, students working on a permanent part-time basis throughout the year are counted provided they worked 12 weeks or more.

**Q5 How are casual or other employees counted under the FCP?**

A5 Casual employees are employed to work less than 12 weeks during a calendar year and whose contracts have designated start and end dates.

Other employees are those who are on unpaid leave (often temporary lay-off or long-term leave) but who otherwise fulfil the definitions of permanent full-time, permanent part-time or temporary employees and maintain the right to return to work.



**APPENDIX “J”  
EVALUATION PROCEDURES AND BASIS OF SELECTION**

**EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

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

**1.1 Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

The firm’s proposal must include 12 comparable/relevant projects it has carried out in Quebec. The requested comparable projects are:

- > One (1) phase I Environmental Site Assessment(ESA)
- > Two (2) phase II ESAs, land
- > Two (2) phase II ESAs, maritime (sediment)
- > Two (2) phase III ESAs, land
- > Three (3) Environmental Compliance Audits(ECA)
- > Two (2) risk analyses

The presentation of the projects must namely include:

- > Justification of the project’s comparability;
- > A brief description of the project and its objectives;
- > The methodology used;
- > The project’s duration and value;
- > The name of a reference person for whom the work was carried out.

**2. Basis of Selection**

**2.1 Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. A maximum of four (4) responsive bids with the lowest evaluated price will be recommended for award of a Standing Offer.

**3. Security Requirement**

There is no security requirement.





**APPENDIX "K"  
REQUIREMENTS FOR SIGNATURE**

**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>
<b>INCORPORATED COMPANY</b>	(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.
<b>PARTNERSHIP</b> (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.
<b>SOLE PROPRIETORSHIP</b> (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)
<b>MUNICIPALITY</b>	(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 "L"**  
**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Request for Standing Offer:

- 1.1. "Minister" refers to a person acting for, or, if the office is vacant, in place of the Minister of Transport or the persons succeeding the Minister, as well as the deputies or representatives appointed for the purposes of the Contract,
- 1.2. "Tender Closing Time" refers to the precise date and time, in the Tendering Office's local time, after which no further tenders will be accepted.

**2. TENDER CLOSING**

- 2.1. The Tendering Office will receive tenders until the Tender Closing Time stipulated in the Request for Standing Offer. 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 notified in due form of the new date and time.

**Tender closing date and time:**

May 27, 2015 at 11:00 a.m., Dorval local time

**Location for submitting tenders:**

Transport Canada  
Contracting and Materiel Services  
C/O Mail Room, room 2036  
700, Leigh-Capreol Place  
Dorval, Quebec  
H4Y 1G7

**Office hours:**

Monday to Friday from 8:00 to 12:00 (noon) and between 13:00 and 15:00.

Please take note that Transport Canada's offices will be closed on Monday, May 18, 2015 for Victoria Day. No tenders can be received on that day.

It is the tenderers' responsibility to deliver their tender prior to tender closing. Tenders will not be accepted after the date and time of tender closure and will be returned to the sender unopened.



**APPENDIX “L”  
INSTRUCTIONS TO TENDERERS**

Tenders submitted by fax, e-mail or Internet will not be accepted.

**Tenders that do not meet all of the MANDATORY requirements will not be considered and the Financial Proposal will be returned to the tenderer.**

**3. SUBMITTAL OF FORMAL TENDERS**

Tenders must respect the format indicated and be properly filled out and presented as per the instructions.

**4. QUESTIONS DURING THE INVITATION TO TENDER PERIOD:**

Questions with respect to the meaning or intent of the Request for Standing Offer documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing before noon (12:00 p.m.) on May 15, 2015** by e-mail or fax to:

Sonia Lemire  
Senior Materiel and Contracting Officer  
Transport Canada  
E-mail: [sonia.lemire@tc.gc.ca](mailto:sonia.lemire@tc.gc.ca)  
Fax: 514-633-2925

All questions and answers will be presented as an addendum to the Request for Standing Offer and will be published on the Government Electronic Tendering Service (GETS) website.

**5. REVISION OF TENDERS**

Tenders can be revised and sent by e-mail or fax as long as the revisions are received **before** Tender Closing Time.

**6. TENDER SECURITY**

There is no requirement for tender security for this Request for Standing Offer.

**7. CONTRACT SECURITY**

There is no requirement for contract security for this Request for Standing Offer.

**8. INSURANCE**

Suppliers must have insurance, but do not need to provide Transport Canada with proof in the framework of the Request for Standing Offer. See Appendix “F”, Supplementary Conditions Regarding Insurance.





**APPENDIX "L"**  
**INSTRUCTIONS TO TENDERERS**

**9. 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 receives an initial federal government goods and services contract, a standing offer, or a supply arrangement valued at \$1 million or more (including applicable taxes) and has a combined workforce in Canada of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more, it is mandatory that the conditions listed in the attached documentation on the Federal Contractors Program for Employment Equity are met or the tender will not be considered.

**10. SIGNING OF THE TENDER DOCUMENTS**

See attached form, Appendix "K", Requirements for Signature.

**11. TENDER VALIDITY PERIOD**

- 11.1. Unless otherwise specified in the Request for Standing Offer, tenders shall remain firm and valid for a period of ninety (90) days following Tender Closing Time.
- 11.2. Notwithstanding Section 11.1, if the Minister deems it necessary to extend the 90-day period for acceptance of tenders, the Minister shall notify the tenderer in a written notice to that effect prior to the expiration of such period, whereupon the tenderer shall have 15 days from the date of receipt of the notice to, in writing, either accept the requested extension or withdraw the tender.
- 11.3. In the event that tender security was provided and the tender was withdrawn as stated above, the tender security shall be reimbursed or returned without penalty or interest. If the tenderer accepts the requested extension, the tender acceptance period shall be extended as indicated in the Minister's notice. If the tenderer does not reply to the Minister's notice, the tenderer shall be deemed to have accepted the extension indicated in the notice.

**12. INCOMPLETE TENDERS**

- 13.1. Incomplete or conditional tenders **will be rejected**.
- 13.2. Tenders that omit mandatory elements specified in the Request for Standing Offer **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**.

**13. REFERENCES**

The Minister reserves the right, before awarding the contract, to require the tenderer to submit proof of certain qualifications the Minister may deem necessary. The Minister will consider the tenderer's financial, technical and other qualifications and skills.



**APPENDIX “L”  
INSTRUCTIONS TO TENDERERS**

**14. CONDITION OF CONTRACT AWARD**

The lowest or any other tender will not necessarily be accepted.

Canada reserves the right to:

- a. reject any or all tenders received in response to the Request for Standing Offer;
- b. cancel the Request for Standing Offer at any time;
- c. reissue the Request for Standing Offer; and
- d. negotiate with the sole tenderer who submitted an eligible tender to ensure that Canada receives the best quality for price.

By submitting a tender, the tenderer acknowledges Canada's rights under this clause and waives any claim or cause of action against Canada by reason of Canada's exercise of its rights under this clause, whether such claim or cause of action is contractual, arises out of negligence or is of any other nature.

**15. TENDER PRESENTATION**

Tenders are to be submitted using the following two-envelope system:

**ENVELOPE 1 – TECHNICAL PROPOSAL**

Your proposal must form the basis of a contractual agreement and meet all the requirements set out in the Terms of Reference (Appendix “B”), in sufficient detail to enable evaluation based on the Evaluation Criteria specified in Appendix “J”.

FOUR (4) copies of the Technical Proposal are required.

**Note: No financial information is to be included in envelope 1 – Technical Proposal**

**ENVELOPE 2 – FINANCIAL PROPOSAL**

Tenderers must complete and return TWO copies of the “Tender” (Appendix “A”) form in Envelope 2.

The following documents must be included in envelope 2 (financial proposal) :

- Supplementary Conditions Regarding Confidentiality (Appendix “E”)
- Contractor's Declaration (Appendix “G”)
- Federal Contractors Program for Employment Equity (Appendix “I”)
- Documentation concerning the Requirements for Signature (Appendix “K”)

The documents must be duly completed and signed.



**APPENDIX "L"**  
**INSTRUCTIONS TO TENDERERS**

**Note:** Envelope 2 must only contain financial information. 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 meets the requirements of the Evaluation Procedures and Basis of Selection (Appendix "J").

**See the last page on how to address the delivery envelope.**

**Tenders that do not meet all the MANDATORY requirements will not be considered, and the financial envelope will be returned unopened.**

The Tender (Appendix "A") form is to be signed in accordance with the Requirements for Signature specified in Appendix "K".

Both the technical proposal and financial proposal envelopes are to be sealed and sent together in a third envelope addressed to the Tender Reception address.

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR <b>Title: Standing Offer for the environmental audit of airport and port sites in the Quebec Region.</b>
NUMBER – NUMÉRO <b>T3003-151001</b>
DATE DUE – DÉLAI <b>May 27, 2015 – 11:00 a.m., Dorval local time</b>

# TENDER - SOUMISSION

TENDER RECEPTION/  
RÉCEPTION DES SOUMISSIONS

Transport Canada  
Contracting and Materiel Services  
C/O Mail Room, room 2036  
700, Leigh Capreol Place  
Dorval, Quebec  
H4Y 1G7