



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

REQUEST FOR PROPOSAL

DATE	09 September 2016
TITLE	Administration, Operation and Maintenance of Îles-de-la-Madeleine Airport
REQUEST FOR PROPOSAL NO.	T3033-160032
PROPOSAL	Transports Canada
DEADLINE FOR THE SUBMITTAL OF PROPOSALS	November 01, 2016 at 14:00, Eastern Standard Time

PART 1 GENERAL INFORMATION

1. Introduction

The Request for Proposal is divided into three parts and appendices, as follows:

- Part 1 General Information
- Part 2 Instructions to Tenderers
- Part 3 Evaluation Procedures and Basis of Selection

List of documents pertaining to the Request for Proposal

- Appendix A Offer of Services
- Appendix B Technical Specifications
- Appendix C Technical Evaluation Criteria
- Appendix D General Conditions
- Appendix E Security Requirements/Security Requirements Check List (SRCL)
- Appendix F Conditions regarding Insurance
- Appendix G Supplemental Conditions Regarding Title to Intellectual Property
- Appendix H Terms of Payment
- Appendix I Federal Contractors Program for Employment Equity
- Appendix J Contractor's Responsibilities Regarding Official Languages
- Appendix K Contractor's Declaration
- Appendix L Requirements for Signature

2. Summary

Transport Canada has a requirement to establish a contract for the service of administration, operation and maintenance of Îles-de-la-Madeleine Airport located at Havre-aux-Maisons in the province of Quebec. The service must be ensured according to the basis and conditions established in the enclosed Technical Specifications as appendix B, and as per all the appendices included with this Request for Proposal.

3. Duration of Contract

The contract will cover a period of sixteen (16) Months with the option of extending the service period for five (5) periods of one (1) year each, under the same conditions. Transport Canada may exercise this option at any time by sending a written notice to the Contractor two months before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

This Request for Proposal aims to select a supplier capable of providing the services according to the requirements specified in the Technical Specifications. Tenders will be evaluated based on the evaluation criteria specified in Appendix C.

4. Security Requirements

There are security requirements associated with this requirement. For more information, consult appendix E, Security Requirements.

5. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada – Columbia Free Trade Agreement, Canada – Peru Free Trade Agreement (CPFTA), and the World Trade Organisation Agreement on Government Procurement (WTO-AGP).

6. Debriefing

After contract award, tenderers may request a debriefing on the results of the tender solicitation process. Tenderers should make the request to the Contracting Authority within 15 working days of receipt of the results of the tender solicitation process. The debriefing may be in writing, by telephone or in person.

7. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for Contractors to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

**PART 2
INSTRUCTIONS TO TENDERERS**

1. DEFINITIONS

In the Request for Proposal:

- 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. TERMS AND CONDITIONS

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

3. TENDER CLOSING

- 3.1. The Tendering Office will receive tenders until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- 3.2. 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.

Closing date and time for the submission of tenders:

November 01, 2016 at 14:00, Eastern Standard 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.

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.

4. ENQUIRIES – BID SOLICITATION

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Transport Canada to provide an accurate answer. Technical enquiries that are of a "proprietary " nature must be clearly marked "proprietary" at each relevant item.

Items identified as proprietary will be treated as such except where Transport Canada determines that the enquiry is not of a proprietary nature. Transport Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Transport Canada.

Contracting Authority:

Najwa Antoine Ferzly
Senior Materiel and Contracting Officer
Contracting and Materiel Services
Transport Canada
E-Mail: Najwa.Ferzly@tc.gc.ca
Fax: 514-633-2925

Or

Nabil Hamdane
Contracting Officer
Contracting and Materiel Services
Transport Canada
E-Mail: nabil.hamdane@tc.gc.ca
Fax: 514-633-2925

All questions and answers will be presented as an addendum to the Request for Proposal and will be published on the Government Electronic Tendering Service (GETS) website. All addenda submitted under this process will be part of the tender documents.

Tenderers must submit with their tenders each of the addendum signed by the tenderer. No additional compensation will be granted as a result of the tenderer's failure to read the addenda.

5. APPLICABLE LAWS

The contract resulting from this Request for Proposal shall, as applicable, be governed by and interpreted in accordance with the laws in force in the province of Quebec, Canada.

6. OPTIONAL SITE VISIT

There will be an optional site visit on **Tuesday, October 04, 2016 at 13:30, Îles-de-la-Madeleine local time**. Interested bidders will have to meet at the Îles-de-la-Madeleine Airport at 210, chemin

de l'Aéroport, Havre-aux-Maisons, Quebec, G4T 5L2. The meeting point will be inside the terminal.

It is mandatory that the bidders provide and wear safety shoes/boots and a high visibility vest during the site visit. **Bidders who do not wear safety shoes/boots and a high visibility vest will not be permitted to attend the site visit.**

Bidders are requested to communicate with the Contracting Authority **no later than Friday, September 30rd, 2016 at 14:00, standard eastern time**, to confirm their attendance. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit.

Bidders who do not attend or do not send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment (addenda) to the bid solicitation.

7. SCOPE OF WORK

It shall be the Contractor's responsibility to ascertain the entire Scope of Work and conditions affecting the work before submission of a bid for this requirement. No allowance shall be made for any extra expense incurred through failure to do so.

8. INSURANCE

See appendix F, Conditions regarding Insurance.

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 L, Requirements for Signature.

11. TENDER VALIDITY PERIOD

11.1. Unless otherwise specified in the Request for Proposal, 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.

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders **will be rejected**.

12.2. Tenders that omit mandatory elements specified in the Request for Proposal **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.

The supplier may be asked to provide proof that the assigned personnel meet any of the qualifications listed in the Technical Specifications. Moreover, the supplier must ensure that the assigned personnel holds a valid security clearance at the required level noted In the Security Requirements Check List, prior to commencement of work and for the duration of the contract.

Failure to meet the above may result in termination of the contract award or contract, if awarded.

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 Proposal;
- b. cancel the Request for Proposal at any time;
- c. reissue the Request for Proposal; 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. SUBMITTAL OF FORMAL TENDERS

Tenders must respect the format indicated and be properly filled out and presented as per the instructions. 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 Technical Specifications, appendix B, in sufficient detail to enable evaluation based on the Technical Evaluation Criteria specified in appendix C.

FOUR (4) copies of the Technical Proposal are required including the following documents duly completed and signed:

- Technical Evaluation Criteria (Appendix C)
- Security Requirements (Appendix E)
- Documentation required by the Federal Contractors Program for Employment Equity (Appendix I)
- Documentation required by the Contractor's Responsibilities Regarding Official Languages (Appendix J)
- Contractor's Declaration (Annexe K)
- Documentation concerning the Requirements for Signature (Annexe L)

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 "Offer of Services" form, appendix **A** duly completed and signed, in Envelope 2, Financial Proposal.

- Offer of Services (Appendix A)

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.

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.

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.

PART 3
EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation – Mandatory Criteria

- a) Submittal of all mandatory documents and referenced documentation required as per the Technical Evaluation Criteria, appendix C.

2. Basis of Selection

A bid **must** comply with the requirements of the bid solicitation and meet **all** mandatory technical evaluation criteria to be declared responsive. The lowest evaluated total firm price as presented in the Pricing Schedule, under section 8.2 of the Offer of Services (appendix A) will be recommended for award of a contract.

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR Title : Administration, Operation and Maintenance of Îles-de-la- Madeleine Airport
NUMBER – NUMÉRO T3033-160032
DATE DUE – DÉLAI November 01, 2016 at 14:00, Eastern Standard Time

TENDER - SOUMISSION

TENDER RECEPTION/
RÉCEPTION DES SOUMISSIONS

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

 Transports Canada / Transport Canada Finance and Administration – Quebec Region Contracting and Materiel Services	File no.: T3033-160032 Page: 1 of 4
APPENDIX A OFFER OF SERVICES	

Offer for: Contract for the Administration, Operation and Maintenance of Îles-de-la-Madeleine Airport

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 Technical Specifications 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 “Technical Specifications”;
 - (iii) the document marked as Appendix C, attached hereto and entitled “Technical Evaluation Criteria”;
 - (iv) the document marked as Appendix D, attached hereto and entitled “General Conditions”;
 - (v) the document marked as Appendix E, attached hereto and entitled “Security Requirements”;
 - (vi) the document marked as Appendix F, attached hereto and entitled “Conditions Regarding Insurance”;

 Transports Canada Transport Canada Finance and Administration – Quebec Region Contracting and Materiel Services	File no.: T3033-160032 Page: 2 of 4
APPENDIX A OFFER OF SERVICES	

- (vii) the document marked as Appendix G, attached hereto and entitled “Supplementary Conditions Regarding Intellectual Property”;
- (viii) the document marked as Appendix H, attached hereto and entitled “Terms of Payment”;
- (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 “Contractor’s Responsibilities Regarding Official Languages”;
- (xi) the document marked as Appendix K, attached hereto and entitled “Contractor’s Declaration”;
- (xii) the document marked as Appendix L, attached hereto and entitled “Requirements for signature”.

3. Security Requirements

There are security requirements associated with this requirement. For more information, consult appendix E, Security Requirements.

4. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada – Columbia Free Trade Agreement, Canada – Peru Free Trade Agreement (CPFTA), and the World Trade Organisation Agreement on Government Procurement (WTO-AGP).

5. Certifications

5.1 Compliance

Bidders must provide the required certifications and additional information to be awarded a contract. The certifications provided by Bidders to Transport Canada are subject to verification by Transport Canada at all times. Transport Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

6. References

The supplier may be asked to provide proof that the assigned personnel meet any of the qualifications listed in the Technical Specifications. Moreover, the supplier must ensure that the assigned personnel holds a valid security clearance at the required level noted In the Security Requirements Check List, prior to commencement of work and for the duration of the contract.

Failure to meet the above may result in termination of the contract award or contract, if awarded.

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APPENDIX A OFFER OF SERVICES	

7. Contract Period

The contract concluded subsequent to acceptance of the prefer offer will be awarded for a period of sixteen (16) months, from the contract award date, with an option to extend the service period for five (5) additional period of one (1) year each.

Transport Canada may exercise this option at any time by sending a written notice to the Contractor two (2) months before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

8. Financial Proposal

8.1 Basis of Pricing

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of applicable taxes must be shown separately, if applicable.

It is mandatory that the Bidders submit firm prices for each period specified below (Pricing Schedule), for the sixteen (16) months and the five (5) additional years.

8.2 Pricing Schedule

Firm all inclusive prices including services, labour and any other costs required to meet with the Technical Specifications, Appendix B.

During leap years, the Contractor must change its schedule to provide services on February 29 at no extra cost to Transport Canada.

Period	Firm Monthly Price	Number of Months	Firm Price
16 months	\$	X 16	\$
Optional Year 1	\$	X 12	\$
Optional Year 2	\$	X 12	\$
Optional Year 3	\$	X 12	\$
Optional Year 4	\$	X 12	\$
Optional Year 5	\$	X 12	\$
Total firm price			\$

Note : In the case of error in the extension of prices, the unit price will govern. It is intended to accept the lowest-priced responsive bid without negotiations.



APPENDIX A
OFFER OF SERVICES

9. Authorized Travel Expenses

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

10. Signatures

The Supplier hereby attests to have submitted the tender in accordance with the requirements specified in the Request for Proposal 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: _____

**TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND
MAINTENANCE OF ILES-DE-LA-MADELEINE AIRPORT**

TECHNICAL SPECIFICATIONS
CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF
ILES-DE-LA-MADELEINE AIRPORT
HAVRE AUX MAISONS, QUEBEC

CONTRACT PERIOD: DECEMBER 1ST, 2016 TO MARCH 31, 2018

**TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND
MAINTENANCE OF ILES-DE-LA-MADELEINE AIRPORT**

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TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF ILES-DE-LA-MADELEINE AIRPORT

Presentation of the Airport:

Transport Canada (TC) holds the certificate of Operation of the ILES-DE-LA-MADELEINE airport, but the operations management and airport maintenance is contracted . The Operator, represented by a Transport Canada Operations Officer, ensures that operations are being conducted safely and in compliance with applicable laws and regulations.

The ILES-DE-LA-MADELEINE airport offers the community the only reliable means of air transportation, accessible year-round.

Facilities and Services:

The ILES-DE-LA-MADELEINE airport has a total surface area of 162,4884 HA and includes the following facilities:

- an air terminal of 1009 m² built in 1982
- a 549 m² service garage
- Equipment storage unit built in 1995
- Equipement storage unit (to be built in summer/autumn 2016)
- a fuelling station
- chartered flights
- regular flights
- The runways are covered with ASPHALT the length 4500 feet long for 07/25 and 3600 feet long for 16/3

Population Served:

Approximately 13,0000 people served regionally.

Approximate Operating Costs:

Items	2013	2014	2015
Diesel	\$11,714	\$12,857	\$19,737
Gas	\$6,086	\$6,483	\$6,500
Electricity	\$27,217	\$31,484	\$33,157
Cleaning products	\$5,035	\$4,486	\$4,500
Marking paint	\$1,875	\$1,600	\$1,700
Crack filler	\$1,200	\$0.00	\$0.00
Heating oil	\$16,612	\$22,903	\$34,276
Garbage collection	\$9,114	\$9,388	\$9,400

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF ÎLES-DE-LA-MADELEINE AIRPORT

1.0 Additional General Provisions

1.1 Equipment, Materials and Services Provided by the Contractor

The Contractor must provide, at its own cost and expense, the various labour, supervision, services and supplies required to properly carry out the work and fulfill all of the obligations set out in the specifications, and must start at the date of entry into force of the contract, diligently perform and fully complete said work.

1.2 Security Services

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

1.3 First Aid

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

1.4 Cleaning

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

1.5 Tips

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

1.6 Occupational Safety

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

1.7 Reporting Hazardous Working Conditions

TECHNICAL SPECIFICATIONS – CONTRACT FOR THE ADMINISTRATION, OPERATION AND MAINTENANCE OF ÎLES-DE-LA-MADELEINE AIRPORT

The Contractor is responsible for reporting hazardous working conditions to the Department's Representative for corrective action, without delay.

1.8 Lost and Found Items

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

1.9 Distribution of Clothing

The Department will not provide the Contractor's employees with any type of clothing or other safety equipment required by the tasks. The Contractor must provide its employees with safety boots every 2 years and personal protection equipment and will ensure that they are worn.

1.10 Corporate Interests

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

1.11 Compliance with Acts and Regulations

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

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

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

1.12 Work Organization

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

1.13 Execution of the Work

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

1.14 Temporary Work Changes

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

1.15 Department's Representative

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

1.16 Exclusive Work

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

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

1.17 Employee Absenteeism

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

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

If for any reason, one or more of the Contractor's employees are absent from work, the Contractor shall ensure that at least one employee is present during the hours of operation published in the Canada Flight Supplement (CFS). The Contractor cannot claim salaries and employee benefits for these periods of absence.

1.18 Overtime

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

1.19 Spokesperson

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

1.20 Travel Expenses

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

2.0 Administration

2.1 Scope of the Work

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

2.2 Contract Period

The Contract for the continuous administration, maintenance and operation of the specified premises is for a period of 16 firm months, starting at 12:01 a.m. on December

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1st, 2016, until March 31, 2017, with 5 renewable option years, subject to acceptance by the Department's Representative.

2.3 Transfer of the ILES-DE-LA-MADELEINE and of airport developments

In the event that the airport of ILES-DE-LA-MADELEINE and therefore the airport facilities were subject to a transfer, the Minister agrees to obtain, from the new owner, a commitment to respect the rights of the Contractor in this Contract or any extension thereon, and of its content.

The Minister and the Contractor agree, as of now, that at the moment of a transfer, they will be released mutually for the future of all rights and obligations under this contract or any extension. The Contractor must, following the transfer, exercise its rights and remedies against the new purchaser or his successors, to the complete exoneration of the Minister.

The Contractor agrees, as of now, that from the moment a transfer occurs, the new owner will become, for the future, the only responsible party for the execution of all the duties and obligations of the Minister in this contract.

2.4 Administration

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

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

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

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

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

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- a) copies of the Government Regulations, restrictions, directives, fire prevention regulations and regulations concerning hygiene;
- b) Transport Canada's Business Continuity Plan;
- c) a copy of the inventories of the tools, equipment and materials on hand at the start of the contract at said airport, which be placed in the Contractor's care;
- d) inspections by technical and other representatives to ensure that the operation, maintenance and services provided by the Contractor are adequate and in keeping with good engineering and maintenance practice as well as the Department's standards and requirements.

2.5 Documentation

Transport Canada will provide the Contractor with a copy of the following regulatory manuals :

- Operations manual
- Emergency Response Plan
- Wildlife Management Plan
- Snow Removal Plan
- Safety Management System manual
- Aerodromes Standards and Recommended Practices (TP 312)
- Canadian Aviations Regulations (CAR)
- Aeronautics Act
- NOTAM Procedures (Notice to Airmen)

The contractor and its employees must be knowledgeable and aware of these manuals - especially regarding their roles and responsibilities - and must comply with the content.

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

Monthly invoices of the Contractor shall be transmitted to the Departmental Representative within a maximum period of 6 months following the month in which the services were rendered.

The preventive maintenance checklist, provided by the Department in Appendix 8 must be filled out each day. On the last day of the month, this duly completed list must be submitted with the Contractor's monthly invoice.

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2.6 Interests, Taxes, Dues, Rules and Regulations

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

2.7 Contractor's Obligations Before the Contract Comes into Effect

All Crown property that is used by the Contractor for the purposes of this contract, is listed in Appendix 1 and 2. The Contractor certifies that the facilities and equipments have been provided to him in good condition. The Contractor will be informed of the withdrawal or addition of any equipment, as well as any modifications of the premises made during the term of the contract.

2.8 Contractor's Obligations During the Contract Period

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

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

2.9 Contractor's Obligation Upon the Contract's Expiration

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

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

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

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

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

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

Subsequent to each inventory and at the termination or conclusion of this contract, the Contractor will reimburse the Department for all losses, shortages and damage to the Department's tools and equipment in the Contractor's custody, at their current replacement value and to the Department's satisfaction, except as stipulated in paragraph 2.9 a).

2.10 Airport Revenues

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

2.11 Occupational Safety Regulations

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

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

2.12 Security and Safety

The Contractor must ensure the security and safety of the airside and all facilities vital to the airport's operation, as described in more detail in Appendix 3 – Description of Duties and Qualifications.

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

The Contractor must prevent, without delay, and remain on the lookout for any illegal acts or other infringement of the Department's rights. Should such occur, the Contractor must notify the Department's Representative. Failing to do so will render the Contractor liable for all resulting damages.

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

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

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

The Contractor must keep and protect the contract, specifications, plans, information, drawings, materials, tools and real property provided to the Contractor by Her Majesty against all loss or damage from any cause, and without limiting the generality of the foregoing, from espionage and sabotage. The Contractor must not use, provide or disclose these, except as may be essential to the rendering of the services, without the Department or the Department Representative's written consent.

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

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

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

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

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

2.13 Environment

The Contractor must comply with the federal environmental protection acts and their regulations as well as all related acts, regulations or rules pertaining to environmental protection enacted by the province, municipalities and local governments (Appendix 7 – Environmental Clause).

2.14 Continuity Plan

The Department's Representative is responsible for developing and updating the business continuity plan and to provide the Contractor with a copy. The Contractor must provide, at the Department Representative's request, the necessary information to keep the plan up to date. The Team Leader and its employees must comply, where applicable.

2.15 Safety Management System (SMS)

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

Furthermore, to support the Department's application of the Safety Management System (SMS), the Contractor must have a safety policy and a non-punitive incident reporting policy. These policies must be signed by the person corresponding to the *Canadian Aviation Regulations*, Section 106.02. The Contractor and its employees must be knowledgeable and aware of and respect their role and responsibilities as set out in the airport's SMS manual.

2.16 Damage to Property

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

- a) an exact description of the tasks assigned to every employee, officer or servant involved;
- b) a statement from each employee, officer or servant involved, stating the circumstances to the best of their knowledge and specifying if they were performing their duties when the accident occurred;

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- c) a report by any other person having any knowledge of the circumstances surrounding the damaging event;
- d) copies of any reports made to the local police in connection with the event;
- e) such plans, sketches or photographs as may be necessary to understand the exact nature of the accident; and
- f) all information or material the Department's Representative may require.

2.17 Air Traffic Reports

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

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

2.18 Lodging

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

2.19 Materials and Equipment Supplied by the Department

It is understood that the Contractor will use all of the services, supplies and materials provided by the Department exclusively for the purposes of this contract (see Appendix 6 – Material and Equipment Supplied by the Department).

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

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

Note:

The equipment listed in Appendix 1 – List of mobile equipment may be subject to replacement or trade by the Department. This list is supplied as a guide only.

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

The materials, tools and equipment must remain on the work site and must not be used for maintenance or snow removal of personal residences of the Contractor's employees. For the entire contract period, no materials, tools or equipment used for the airport's operation and maintenance may be removed from the airport premises without the Department Representative's written consent.

2.20 Facilities Supplied by the Department

The Contractor must ensure the necessary maintenance of the facilities at its disposal, to the satisfaction of the Department's Representative.

It is the Contractor's responsibility to foresee the special equipment and tools required and inform the Department's Representative of these needs.

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

3.0 Operations and Maintenance

3.1 General

The Contractor's work must be carried out conscientiously and meet the Department Representative's requirements. To this end, the Contractor must hire suitable, qualified personnel to ensure the operation and maintenance of the various equipments, buildings, structures and facilities at the aerodrome as well as their preventive maintenance under this contract, in accordance with the provisions set out in Appendix 3 – Description of Duties and Qualifications.

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

3.2 Contractor's Personnel

For the purposes of this contract, the Contractor must hire the personnel listed in sections 3.3 to 3.9. All of the Contractor's employees must have the qualifications

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stipulated in Appendix 3 – Description of Duties and Qualifications for their respective job category.

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

The Department reserves the right to verify the employees' qualifications, by requesting a copy of licenses, certificates, PEP card etc.

If specific individuals are identified in the contract to perform the work, the Contractor must provide the services of these individuals, unless he is unable to do so for reasons beyond his control.

If the contractor is not able to provide the services of any specific individual identified in the contract, the Contractor must provide the services of a replacement with similar qualifications and experience. The replacement must meet the criterias used for the selection of the contractor and be acceptable to Canada. The Contractor must, as soon as possible, notify the Contracting Authority of the reason for replacing the individual and provide:

- The name of the proposed replacement as well as his qualifications and experience; and
- Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor shall in no case allow the work to be executed by an unauthorized replacement. The Contracting Authority may order that a replacement cease to work. The contractor must immediately comply with the order and hire another substitute in accordance with the above paragraph. The fact that the contracting authority does not order a replacement to cease to work, does not relieve the Contractor from his obligation of meeting the requirements of the contract.

3.3 Contractor's Representative Onsite

The Contractor must assign to the site, during working hours, until completion or termination of the contract, a qualified Team Leader who is on the premises and be authorized to receive, on the Contractor's behalf, the orders, directives and other communications that may be given by the Department's Representative pursuant to the contract. The airport's Team Leader must ensure that the work set out in the

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specifications is carried out satisfactorily. This person must have practical knowledge of English and French and be able to communicate effectively in both languages.

The airport's Team Leader will direct all of the Contractor's personnel. He is responsible for the airport's security and safety and will act as heavy equipment operator. The Team Leader's duties and qualifications must meet the requirements listed in Appendix 3 – Description of Duties and Qualifications.

Outside of regular operating hours, the Contractor is required to ensure a presence at the airport in the event of a scheduled commercial flight (arrival or departure), non-scheduled flight, a medevac flight with three (3) hours notice or any other operational emergency. The payment of salaries and employee benefits for these periods cannot be claimed from the Department by the Contractor.

3.4 Field, Mechanical Equipment and Preventive Maintenance Personnel

The Contractor must provide the services of fully qualified and competent personnel for the preventive maintenance of the buildings, structures and facilities, the mechanical equipment and the aerodrome. The functions and qualifications of the following occupations must be as specified in Appendix 3 – Description of Duties and Qualifications, which are the minimum standard for efficient and cost-effective maintenance.

The contract's execution requires a minimum of 3.5 people. However, the Contractor need not limit itself to this number and may hire additional employees under the same contract terms.

- 1 Team leader / Administrator / Heavy equipment operator / General duty tradesman
- 2 Heavy equipment operators / Mechanic / General duty tradesman
- 1 Heavy equipment operator seasonal (6 months)

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

The Team Leader, designated by the Contractor, is present at the airport from 8:00 to 4:30 p.m. to take over the administration and management of operations, in addition to coming to support his team as Heavy equipment operator / General duty tradesman.

The Team Leader must have a minimum of 3 years of experience in operation and maintenance of airports and Heavy equipment operators / Mechanic / General duty

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tradesman must have each one a minimum of 1 year of experience in operation and maintenance of airports.

3.5 Cleaning Service

The Contractor will clean the buildings in accordance with the requirements set out in Appendix 4 – Cleaning Specifications.

3.6 Security and Safety

The Contractor must ensure that all of its personnel respects the airport safety/security regulations described in Appendix 3 – Description of Duties and Qualifications and Section 2.12.

3.7 Approval of the Qualifications of the Contractor's Personnel

Notwithstanding the qualification and knowledge requirements for the Contractor's employees described in Appendix 3– Description of Duties and Qualifications for each occupation, the Department's Representative reserves the right to have any of the Contractor's employees interviewed or tested to determine if they are qualified and suitable to be assigned to carry out the work.

3.8 Contractor's Personnel Training

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

- Aerodromes Standards and Recommended Practices (TP 312)
- Winter Maintenance
- Emergency Measures
- Wildlife Management
- Human Factors
- Safety Management System (SMS)

The Department is committed to pay trainings's registration fees for the Contractor's employees, which will be provided as per Candian Aviation Regulation (CAR). The Contractor's employees and the Department's Repräsentative shall arrange a date for each of these trainings. The Contractors's employees must committo participating in the mandatory trainings. Should a registred employee not be present at one of the training session organized by the Department, the Contractor must then make arrangements to train the employee who was absent and will pay all associated costs.

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3.9 Scope of the Airport's Maintenance

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

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

3.10 Maintenance Standards

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

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

3.11 Maintenance of airfield runways, taxiways and apron must be made in accordance with snow removal plan in place.

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

- a) During regular working hours, as published in the Canada Flight Supplement (CFS), it is necessary to maintain runways 07/25 AND 16/34, its extensions and shoulders, as well as all gravel surfaces, in the condition specified by the Department's Representative, free of snow, ice, frost film and any other foreign materials liable to render them unsafe.

The Contractor is required, when a commercial or MEDEVAC flight is scheduled to arrive and/or depart, to commence snow removal operations as soon as

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one-half (½) inch of fresh snow has accumulated on the ground and continue until the runway and other areas are cleared as specified by the Department's Representative.

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

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

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

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

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

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

Summer Maintenance

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

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

3.12 Access Road and Parking Area Maintenance

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

- a) Winter maintenance includes: snow and ice removal, including sand application if needed.
- b) Summer maintenance includes: grading all gravel surfaces, sweeping, monitoring erosion adjacent to all roads and fences, maintaining all drainage systems and car parking areas, marking the pavement and filling cracks.

3.13 Snow Transportation

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

3.14 Equipment Maintenance

The Contractor must operate, maintain and repair all mobile airport equipment and fixed equipment supplied by the Department, as listed in appendixes 1 and 2, and keep the records requested by the Department's Representative. The team leader and employees must have completed on August 31 of each year, the annual inspection of all mobile equipment supplied by the Department and provide a list of proposed repairs to the Department's Representative. This information will be used by Transport Canada for financial planning.

3.15 Building and Public Utility Maintenance

The Contractor must maintain all of the airport's buildings and public utility networks. The applicable buildings and utilities are listed in Appendix 2 – List of Fixed Equipment and Buildings.

3.16 Cleaning the Buildings

The Contractor must set and oversee suitable cleaning schedules at a hygiene and sanitation level in keeping with the Department's requirements, standards and frequencies, for every area, including the air terminal and other buildings listed in Appendix 2 – List of Fixed Equipment and Buildings, in order to carry out the following work in accordance with the prescriptions listed in Appendix 4 – Cleaning Specifications.

3.17 Electrical Maintenance

The Contractor must operate, maintain and repair all electrical installations and visual aids. This work will be carried out by an electrician who is a member in good standing of

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the *Corporation des maîtres électriciens du Québec*. The Contractor is responsible for purchasing all necessary parts and labour for maintenance and repairs and will pay the total cost of the invoice and may then claim the costs exceeding \$1,500 to the Ministry.

The Contractor must receive prior authorization from the Department's Representative for all repairs exceeding \$1,500.

The Contractor must maintain all standard and auxiliary (generator) approach lighting, including the ARCAL system. Note that the replacement of bulbs and fixtures must be supplied by the Contractor as set out in Appendix 5 – Materials, Supplies and Services Provided by the Contractor.

3.18 Transportation of Goods

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

3.19 New Facilities

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

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

3.20 Excluded Work

The Contractor is not responsible for what follows:

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

3.21 Major Repairs

The Contractor is responsible for the cost of all material and labour for each repair to the airport facilities and equipment covered by this contract. For each repair, the

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Contractor is responsible for buying the parts, paying the total cost of the invoice and may then claim the costs exceeding \$1,500 to the Ministry. The Department will bear all costs exceeding said amount (\$1,500.00), unless repairs were required due to lack of maintenance or human factor (error, negligence, etc.), in which case Transport Canada will be released from all obligations and the Contractor is required to perform the repair work at its own cost and expense. All subject to the complete discretion of the Department's Representative, whose decision will be final and without appeal.

The Contractor must receive prior authorization from the Department's Representative for all repairs exceeding \$1,500.00.

3.22 Miscellaneous

The Contractor is required to provide firearms and ammunitions to scare away wildlife and ensure registration thereof with government authorities in addition to storing them according to applicable standards.

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

3.23 Logistical and Administrative Support

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

The Contractor will bear the cost of the telephone, fax and Internet connection and subscription services (garage and Emergency Control Center – ECC), electricity, heating, garbage collection, the necessary janitorial supplies and petroleum products, as stipulated in Appendix 5 – Materials, Supplies and Services Provided by the Contractor.

3.24 Conflicts of Interest

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

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Appendix 1 – List of Mobile Equipment

<u># Vehicule</u>	<u>Vehicule type</u>	<u>Make</u>	<u>Model</u>	<u># Serial</u>	<u>Year</u>	<u>Registration</u>	<u>Fuel Type</u>
Statut: ACTIF							
66-T001	GRADOR	JOHN DEER	772D	DW772GX62 7311	2010	VP83620	DIESEL
59-Y902	SNOW PLOW	TENCO	5600	1HTXEHR29 S163915	2009	VN67047	DIESEL
53-T124	JEEP			1J4PN2GK7B W534416	2011	FGE8138-6	REGULAR
69-9403	SPREADER			PR2101116P	2009	NIL	NIL
T71-101	BUCKET	VALLE	A0161	ZZN02-180- 4848-A0161	2011	NIL	NIL
Q501010	TRANS PALETTE	CROWN	WP2335	5A389864	2010	NIL	NIL
Q501012	COMPRESSOR	DEVILBIS	COMPRESSE UR 5HP	TAPV505203 MS	2009	NIL	NIL
Q501013	LINE TRACER	STINSON	LINELASER IV3900	BA5924	2010	NIL	REGULAR
Q501009	FLOOR WAHING MACHINE	NESNACECARE	TTB3450	114700605	2012	NIL	NIL
53-Y631	TRUCK	CHEVROLET	SILVERADO	1GCHC24U46 E108930	2006	FBW6648	REGULAR
53-Y820	TRUCK	FORD	F-250	1FTS21R0EC3 7313	2008	L427323-6	DIESEL

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72-T101	COMPRESSOR	BOMAG	BW900	8,618E+11	2011	VS96269	DIESEL
60-Y901	SNOW BLOWER	LARUE	D60B	D60156	2009	NIL	DIESEL
67-Y602	SWEEPER	SMI	SW324D	33404	2006	NIL	NIL
67-9903	SWEEPER	SMI	324	2264501S932 N034XB	1999	V60743-0	NIL
60-9210	SNOW BLOWER	SMI	7250A	47286	1992	V368224	DIESEL
56-9413	TRUCK	WESTERNSTAR	N/A	2WLNACMD OSK937348	1994	V179471	DIESEL
61-Y501	TRACTOR	NEW HOLLAND	NEW HOLLAND - N/A	HJS02261571 61058	2005	VG56800	DIESEL
59-Y901	LOADER	KOMATSU	WA320-6	A34227	2009	VH75882	DIESEL
72-T302	ASPHALT KETTLE	MARATHON	MARATHON - UCMK145T	2M9DMK2T1 DH102074	2013	VX51347-5	NIL
Q501011	SNOW BLOWER	ARIENS	926038	1172	2010	NIL	REGULAR
T3-T201	MOWER	FARM KING	PTD540	RC00199	2012	NIL	NIL

Appendix 2 – List of Fixed Equipment and Buildings

LIST OF FIXED EQUIPMENT TO BE MAINTAINED

Storm sewer system
Septic tank/SYSTEM
Water distribution system
Fuel storage and distribution
Air terminal (emergency power)
Heating system
Ventilation system
Electrical and lighting systems
Air conditioning system (to be installed in 2016/2017)
Plumbing system
Luggage conveyor system
Compressed air system
Camera monitoring system
Hydraulic and electric gates
Automatic door mechanisms
Perimeter fence and all other fences on the site
Checking / calibrating the exhaust ventilator's sensing probes at the garage

LIST OF BUILDINGS TO BE MAINTAINED

Air terminal
Garage
Storage building for equipment
Storage building for equipment (to be built summer 2016)
Electrical Service Centre
Pumping station

Appendix 3 - Description of Duties and Qualifications

The Team Leader and its employees will undertake to meet the following requirements :

1. Obtain security clearance from the Department;
2. Hold a Restricted Operator Certificate with Aeronautical Qualification Permit, issued by Industry Canada;
3. Hold and maintain a valid Class 3 driver's license, issued by the Province of Quebec, during the term of the contract;
4. Count a minimum of one season of snow removal experience

TEAM LEADER / ADMINISTRATOR / HEAVY EQUIPMENT OPERATOR / GENERAL DUTY TRADESMAN

Duties

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

Administration

The Team Leader must:

- a) Take necessary measures to protect Department's property and goods;
- b) Participate in developing the scope of work for construction projects;
- c) Write correspondence, prepare requisitions, keep files up to date.

Winter Operations

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

Summer Operations

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

Safety/Security

The Team Leader must:

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- a) Apply the Emergency Response Plan, Airport Security Program and SMS manual up to date; perform other related duties.
- b) Ensure a timely response to alarms from a passenger screening checkpoint in the event of a threat to the security of a flight, an aircraft or the aerodrome.
- c) Cooperate as best possible with the available emergency response personnel in the event of an aircraft accident, fire or other emergency situation, as set out in the Emergency Response Plan.
- d) Patrol the security perimeter, the air terminal's apron and the restricted areas in the air terminal in order to deter and detect unauthorized access and/or the introduction of a weapon, explosive substance or incendiary device in these areas.
- e) Notify the affected air carriers at the aerodrome when it is known or suspected that an unauthorized weapon, explosive substance or incendiary device has been introduced into the sterile area.
- f) Patrol the air terminal and apron areas in the immediate vicinity of the air terminal building.
- g) Keep an updated log of security incidents.
- h) Perform any other duties the airport operator may require.

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

Qualifications and Knowledge

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

Mechanical ability, mental alertness, good interpersonal skills.

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

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

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

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

Ability to write various documents, such as SGS report, etc.

Ability to ensure the respect of the applicable security regulations.

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

Knowledgeable of regulations and documentation pertaining to aerodrome security and safety.

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

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

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

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

Knowledge of English and French is essential.

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HEAVY EQUIPMENT OPERATOR / MECHANIC / GENERAL DUTY TRADESMAN

Duties

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

Repair, dismantle and reassemble the various parts of the equipment listed in Appendix 1 – List of Mobile Equipment as well as the fixed equipment installed in the buildings described in Appendix 2 – List of Fixed Equipment and Buildings.

Dismantle and reassemble the moving parts while respecting the indicated deviations with the help of tools; check and adjust the tolerances of the moving parts using gauges and precision tools; grind the cylinders and valves with power tools; drill holes in the metal parts; know how to use the equipment required for oxy-acetylene and electric arc welding; steam-clean the motors and mechanical parts; inspect and maintain the ground support equipment; drain and replenish the oils and coolants, grease equipment after every use and grease non utilized equipment 4 times annually; run tests on the equipment to ensure that they are working properly and repair tires.

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

Operate heavy equipment, as required.

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

Maintain (lubrification) and repair the various parts of the above equipment, as well as compressors and the motors of the electrical standby units.

Responsibility

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

The incumbent must interpret the directives.

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

Qualifications

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

Good knowledge of welding methods and techniques; ability to prepare reports; be in good physical condition and in good health.

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

Ability to ensure the respect of the applicable security regulations;

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

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

Assist the Team Leader with various safety and security tasks.

Other Duties

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

Electricity and Electric Generator

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

Preventive Building Maintenance

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

Plumbing and Heating

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

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air filters and fan belts must be checked on a monthly basis and the motors and outer parts of the boilers, evaporation plates, humidifier, etc. must be cleaned.

Building Cleaning

Perform the cleaning tasks described in Appendix 4 – Cleaning Specifications.

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HEAVY EQUIPMENT OPERATOR SEASONAL (6 MONTHS)

Duties

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

Qualifications

The incumbent must have a minimum of one year of experience in the above-listed areas; have knowledge of heavy equipment maintenance methods; have sound judgement and be in good physical condition to be able to perform the tasks.

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Appendix 4 – Cleaning Specifications

GENERAL INFORMATION

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

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

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

AIR TERMINAL – Boarding lounge and entrance hall (between 4:00 p.m. and midnight)

Empty and clean the outdoor ashtrays and garbage cans, 7 days per week

Empty the trashcans and recycling bins, 7 days per week

Change the garbage bags, 1 time per week

Sweep and wash the hard surface floors

Winter: 2 times per day

Summer: 1 time per day

Remove stains from the walls, doors and windows, 7 days per week

Wash the entrance windows, 7 days per week

Clean the chairs, 7 days per week

Dust the tops and visible surfaces of the tenants' counters, 7 days per week

Clean the steel part of the luggage conveyor, 7 days per week

Clean the luggage conveyor belt, 7 days per week

Clean and disinfect the public telephone, 7 days per week

Clean the water fountain, 1 time per month

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Clean the scrapper mats

Winter: 1 time per week

Summer: 2 times per month

Dust all of the illuminated advertising panels in the arrivals lounge, 4 times per year

Wash the interior/exterior windows, 2 times per year

Clean the neon lighting, 1 time per year

Clean the signs, 4 times per year

Maintenance of the air terminal alarm system, 1 time per year

Maintenance of the ventilation system (ceiling fans, ducts), 4 times per year

LUGGAGE HALL

Mop the floor with a cleaner-disinfectant solution, 2 times per week

Wash the floors

Winter: 2 times per week

Summer: 2 times per month

Wash the glass in the doors

Winter: 2 times per week

Summer: 1 time per week

WASHROOMS OF AIRPORT TERMINAL AND MAINTENANCE GARAGE & ECC

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

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

Sweep and wash the floors, 7 days per week

Pour clean water in the floor drains, 1 time per week

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Wash the walls, 1 time per month

MECHANICAL AND ELECTRIC EQUIPMENT ROOM ON THE GROUND FLOOR

Sweep the painted concrete floor, 1 time per month or more, as needed

SERVICE GARAGE AND ADMINISTRATIVE OFFICES (between 4:00 P.M. and Midnight)

Mop the floor with a cleaner-disinfectant solution, 5 times per week

Wash the floor

Winter: 5 times per week

Summer: 1 time per week

Dust the venetian blinds, 2 times per month

Dust the furniture, 5 times per week

Steam-clean the floor, 1 time per month

Deep clean and wax the floor, 2 times per year

Clean the furniture, garbage cans and recycling bins, 2 times per week

Change the garbage bags, 1 time per week, as needed

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

Wash the walls, 1 time per year

Maintenance of the garage alarm system, 1 time per year

Maintenance of the ventilation system (ceiling fans, ducts), 4 times per year

FURNACE/HEATING ROOM

Dust the concrete floor, 1 time per year or as needed

HALLWAY

Sweep and wash the floor

Winter: 5 times per week

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Summer: 2 times per week

STAIRS TO MEZZANINE AND HALLWAY

Sweep and wash the floor, stairs and risers

Winter: 5 times per week

Summer: 2 times per week

Note:

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

Appendix 5 – Materials, Supplies and Services Provided by the Contractor

The Contractor must provide the following materials, supplies and services :

Paper towelling: Multifold, Westroll or in rolls

Toilet paper: In rolls

Cups: Paper (Dixie)

Hand soap

Powdered soap

All other items required for the janitorial services

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

TV cable in the EEC room

Stationary

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

Internet, telephone, cellular phone and fax costs

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

MUNICIPALITY Flag

Heating oil

Propane

Diesel fuel, gas

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

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Duly completed preventive maintenance checklist

Tires for all the vehicles

Paint for the runways, taxiways and parking areas

Runway lights (bulbs and fixtures, electricity)

Crack filing

Extermination service

Landscaping services

Lights, fluorescents and ballasts for the air terminal and garage

Locking and opening the terminal's doors after hours

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

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

The Contractor must replace the used items in the spill kit

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

The Contractor must pay the tax pertaining to the airport facilities and the Contractor's activities garbage collection.

Checking / calibrating the exhaust ventilator's sensing probes at the garage

Calibration of the decelerometer

Wind direction indicators (windsock)

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Appendix 5 – SPILL KIT

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

Appendix 6 – Material and Equipment Supplied by the Department

Copy of the regulations

Basic tools (inventory)

Buildings Plans and drawings

Form – Preventive Maintenance Checklist (Appendix 8)

Air traffic report form

Radios

Decelerometer

Broom brushes

Runway de-icing

Quebec and Canada Flags, runway flags

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

Appendix 7 – Environmental Clause

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

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

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

Appendix 9 – Preventive Maintenance Checklist for Véhicules

An electronic version will be available

VEHICLE UNDER 4500 KG			
Vehicle identification			
Make Model			
Year Plate Unit No.			
N.I.V.		c	nc
1. In the vehicle			
a. Accessories			
1. windshield			
2. sunshade			
3. side windows, rear window			
4. rearview mirror			
5. benches			
6. seatbelt			
7. airbags (state control)			
8. LEDs (operation)			
b. engine running			
1. Driving (game)			
2. Start-neutral			
3. accelerator control			
4. clutch control			
5. brake control			
6. Brake Service			
7. parking brakes			
8. stroke of the brake pedal			
9. Wiper, (operation)			
10. washer (operation)			
11. heater, defroster			
12. speedometer and odometer			
13. lighting of the dashboard			
14. horn (horn)			
15. DRL			
16. highbeams			
17. dipped headlights			
18. direction indicators			
19. stoplights			
20. sidelights			
21. plate lights			
22. hazard lights			
23. reversing lights			
24. all reflectors			
c. engine stopped			
(Hydraulic brake system assisted)			
1. Operation support system			

* The inspection must be performed according to Mechanical Inspection Guide (standards, method).
 ** 6 months = Legal minimum; as the vehicles be in good condition, the frequency should be adjusted to the use of the vehicle.

		c	nc		c	nc
3. Under the hood						
a. General						
1. belts				1. rails, sleepers		
2. motor mounts				2. body mounts		
3. batteries				3. bumper ties		
4. Power system				4. transmission media		
5. master cylinder				5. silent muffler protector		
6. Column (anchoring device and safety)				6. exhaust pipe		
7. column (couplings, bearing)				7. Fasteners		
8. power steering				8. flanges		
9. steering boxes				9. Catalytic Converter		
10. washer (level)				10. flexible and rigid pipe brakes		
11. exhaust manifold				11. Fuel tank and fasteners		
12. steering cylinders				12. Rigid and flexible fuel line		
13. rack				13. floor		
4. Under the vehicle						
a. Direction						
1. coupling bar				1. disks and drums		
2. control lever				2. cylinder wheels, calipers		
3. rocket lever				3. linings (measurement)		
4. tips				4. booster		
5. sleeves				6. Other		
6. ball joint				All other component (not covered by the Regulations) the owner wants to add to its maintenance record		
7. coupling rod						
8. idler arm						
b. suspension (front and rear)						
1. torsion bar						
2. stabilizer bar						
3. suspension arm						
4. springs						
5. central bolt (center bolt)						
6. anchor						
7. Struts						
8. axles						
After inspection, I detected defects on the vehicle.						
Signature				Date		
After inspection, I have found no defect in the vehicle.						
Signature				Date		
Enter remarks concerning non-conformities						
Remarks						

An electronic version will be available

TRUCK		Make Model	
Vehicle Identification			
Year Plaque		N.I.V.	
1. In the vehicle		c. Engine stopped	
a. Accessories	c	(Hydraulic brake system assisted)	nc
1. windshield		1. operation support system	
2. sunshade		(Air brake system)	
3. side windows, rear window		2. Pressure drop (a brake application)	
4. rearview mirror		3. Pressure drop (brake applied 1 min.)	
5. benches		2. Around vehicle	
6. seatbelt		a. Cab body	
7. airbags (state control)		1. door	
8. LEDs (operation)		2. exterior mirrors	
b. engine running		3. Wiper (brushes)	
1. Driving (game)		4. wings, bodywork	
2. Start-neutral		5. hood safetyhook	
3. accelerator control		6. tires	
4. clutch control		7. wheels, valves	
5. brake control		8. bolts, nuts, fasteners	
6. brake pressure gauge		9. wheel bearing	
7. Air compressor (yield)		10. mudguard	
8. Sound and light alarms		11. Fuel tank and fasteners	
9. service brake		12. gate, plug	
10. emergency/brakes and parking		13. valid vignette (gaseous fuel)	
11. the brake pedal travel		b. The coupling device	
12. Wiper, (operation)		1. fifth wheel	
13. washer (operation)		2. locking device	
14. heater, defroster		3. plug (trailer brake)	
15. speedometer and odometer		4. plug (trailer lighting)	
16. lighting of the dashboard		5. cables, chains, hook	
17. horn (horn)		c. Loading area	
18. DRL		1. platform, panels	
19. highbeams		2. stops, clamps	
20. dipped headlights		3. supports, flatbed	
21. direction indicators		d. Suspension and Brakes	
22. stoplights		1. shock	
23. sidelights		2. anchors	
24. plate lights			
25. hazard lights			
26. reversing lights			
27. clearance lights			
28. identification lamps			
29. all reflectors			

* The Inspection must be performed according to Mechanical Inspection Guide (standards, method)
 * 6 months = Legal minimum; as the vehicles be in good condition, the frequency should be adjusted to the use of the vehicle.

Preventive Maintenance Vehicle type	Date Kilometers mechanical Hours
Date Kilometers Hours mechanical Truck Tractor Other:	Day month Year
Day month Year	
Next preventive maintenance	
*Items to be inspected every 6 months	

c/nc		b. Suspension (front and rear)		c/nc	
3. mistress blade		1. torsion bar			
4. U-bolts		2. stabilizer bar			
5. Fasteners		3. suspension arm			
6. binoculars		4. springs			
7. air suspension, balloons		5. central bolt (center bolt)			
8. rubber cushions		6. anchor			
9. Brake cylinder		7. Struts			
10. adjustment lever		8. rockers and rocking chairs			
11. camshaft		9. axles			
3. Under the hood		10. Deflection valve			
at General		c. Frame and chassis			
1. Air compressor		1. rails, sleepers			
2. Compressor filter		2. joists, rafters			
3. Alcohol evaporator or air dryer		3. body mounts			
4. belts		4. bumper ties			
5. electric pump (brake)		5. transmission media			
6. engine mounts		6. silent muffler protector			
7. battery		7. exhaust pipe			
8. Power system		8. fasteners			
9. master cylinder		9. fanges			
10. Column (anchoring device and safety)		10. Catalytic converter			
11. column (couplings, bearing)		11. driveshaft			
12. power steering		12. flexible and rigid pipe brakes			
13. steering boxes		13. Rigid and flexible fuel line			
14. washer (leve)		14. floor			
15. exhaust manifold		15. spare wheel			
16. steering cylinders		5. Braking System			
4. Under the vehicle		a. Items not inspected			
at direction		1. disks and drums			
1. lower tie rod		2. cylinder wheels, calipers			
2. control lever		3. linings (measurement)			
3. steering lever		4. air reservoirs			
4. rocket lever		5. distribution valves			
5. rocket axis (game)		6. booster			
6. tips		6. Other			

Tout autre élément à inspecter (non visé par le Règlement) que le propriétaire veut ajouter à sa fiche d'entretien préventif.

After inspection, I detected defects on the vehicle.

Signature _____ DATE _____

After inspection, I have found no defect in the vehicle.

Signature _____ DATE _____

Enter remarks concerning non-conformities

Remarks

Appendix C

Technical evaluation criteria

In addition to satisfying the information contained in the technical operating specifications, the proposal must meet all mandatory and rated technical criterias specified below. Also, the tenderer must demonstrate in his proposal that he meets each of these mandatory and rated criterias.

If the tenderer provides more examples than the number requested, only examples not exceeding the number required will be assessed. The tenderer can give the same example several times, but it will be adapted to the context to highlight the pertinent elements.

If the experience presented is not supported by required additional information, the experience will not be taken into account during the evaluation stage.

The number of years of experience indicated in the mandatory and rated criterias is calculated until the closing date of the RFP.

A. Mandatory criteria

The tenderer must have a minimum experience of three consecutive years (36 months) during the last ten years in the operation and maintenance of a certified airport in Canada.

The Team Leader must have a minimum of three years of experience in operation and maintenance of airports, and Heavy equipment operators must have a minimum of one year of experience in operation and maintenance of airports.

The tenderer must demonstrate in detail, in its technical proposal, how it possesses expertise and experience in operation and maintenance of airfields. Therefore, the tenderer will have to cover all items of the table below in its technical proposal and indicate location of the required information.

Mandatory criteria	Criterion met		For evaluation purposes only		
	Yes Exemple (please indicate the page or pages of the technical proposal confirming compliance with the criteria)	No	Compliant	Non- compliant	Comments
Minimum experience of three consecutive years (36 months) during the last ten years in the operation and maintenance of a certified airport in Canada. This experience must include, but not be limited to: 1. Experience in maintenance of a certified airport in Canada during summer and winter. 2. Experience in mechanical maintenance of specialized snow removal equipment, such as blowers, runway sweeper, grader, etc. 3. Experience in the management of airport wildlife management.					
The Team Leader must have a minimum of three years of experience in operation and maintenance of airports.					
The two Heavy equipment operators must each have a minimum of one year of experience in operation and maintenance of airports.					

- **References**

The tenderer must provide evidence of its experience and its past performance by mentioning the contract it performed satisfactorily.

The tenderer must provide the following information (all fields are required):

References	
Name of organization or business	
Type of aerodrome	
Name and title of contact person	
Phone number and email address of contact person	
Location of previous contract	
Contract amount	
Contract period (month and year)	
Description of contract	
For evaluation purposes only	

The references provided by the tenderer may be verified. Transport Canada reserves the right to verify that the information is accurate and complete.

The tenderer must ensure that the contact person is aware of the services it has offered and is prepared to be referenced. The technical evaluation team will attempt to contact the reference person given by the tenderer between 8:00 and 16:00, local time during the technical evaluation period. If the referenced client does not validate the information, the tenderer's proposal could be deemed non-compliant and could not be considered for further evaluation.

Only proposals that show these criterias will be considered for the rated criteria evaluation stage.

B. Rated criteria (this information will be validated when checking references)

Only proposals that meet the mandatory criteria will be evaluated for the rated criteria.

1. Personnel experience:

The tenderer must provide a CV (curriculum vitae), for each staff member, including years of experience, as well as training / certifications that have been received.

Team Leader

Score for years of experience:

- a. 3 to 5 years = 5 points
- b. 6 to 10 years = 10 points
- c. More than 10 years = 20 points

Score for certificates:

- a. No certificate : 0 point
- b. Certificate in Safety management system training (SMS) = 10 points

Two Heavy equipment operators

Score for years of experience (cumulative):

- a. 1 to 5 years = 5 points/each
- b. 6 to 10 years = 10 points/each
- c. More than 10 years = 20 points/each

Score for certificates (cumulative):

- a. No certificate : 0 point
- b. Certificate in Safety management system training (SMS) = 10 points/each

Seasonal Heavy equipment operator

Score for years of experience:

- a. Less than 1 year = 3 points
- b. 1 to 5 years = 5 points
- c. More than 5 years = 10 points

Score for certificates:

- a. No certificate : 0 point
- b. Certificate in Safety management system training (SMS) = 10 points

Only tenderers with technical criterias that are equal to or exceed the minimum number of points will be considered admissible and see their financial proposal assessed. The financial proposals of tenderers who do not have the passing score will be returned unopened.

Criteria		To be completed by the bidder		For evaluation purposes only
		Criteria	Page number in the proposal	Evaluation
Team Leader	Years of experience			20/20
	Certificates			10/10
Two (2) Heavy equipment operators	Years of experience			20/40
	Certificates			10/20
Seasonal Heavy equipment operator	Years of experience			5/10
	Certificates			10/10
			Total	/110
			Passing score	75/110
Decision / Comments				



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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.



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3. Successors and Assigns

The Contract shall ensure 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 endeavor 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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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 willful 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.



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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



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sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

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

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

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



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12. Conflict of Interest and Values and Ethics Codes for the Public Service

12.1. The Contractor acknowledges that individuals who are subject to the provisions of the [*Conflict of Interest Act*](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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



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18. Payment by the Minister

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

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

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

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

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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

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

whichever is later.

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



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19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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



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

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

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

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

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

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

23. Minister's Responsibilities

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

24. Public Disclosure

24.1. 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.

25. Integrity Provisions

25.1 Statement

25.1.1 The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.

25.1.2 The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period,



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Canada may, following a notice period, terminate for default. 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.

25.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

The Contractor certifies that neither it nor its 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](#).

25.5 Canadian Offences Resulting in Legal Incapacity

25.5.1 The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.5.1.1 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

25.5.1.2 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*) of the [Criminal Code](#), or

25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).



**APPENDIX D
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

25.6 Canadian Offences

The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.6.1.1 section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or

25.6.1.2 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*) of the [Competition Act](#), or

25.6.1.3 section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or

25.6.1.4 section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or

25.6.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or

25.6.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or

25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.



**APPENDIX D
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

25.7 Foreign Offences

The Contractor has certified that:

25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;

25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;

25.7.1.3 the court's decision was not obtained by fraud; and

25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

25.8 Ineligibility to Contract with Canada

25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

25.8.1.1 terminate the contract for default; or

25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award,



**APPENDIX D
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or

25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.3.1 terminate the contract for default; or

25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.4.1 terminate the contract for default; or

25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.



**APPENDIX D
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25.10 Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;

25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;

25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;

25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;

25.11.3 been granted a pardon under section 748 of the *Criminal Code*;

25.11.4 received a record of suspension ordered under the *Criminal Records Act*; and

25.11.5 been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.



**APPENDIX D
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years



**APPENDIX E
SECURITY REQUIREMENTS**

The Contractor/Offeror must comply with the provisions of the attached Security Requirements Check List (SRCL).

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

- a) the Bidder must hold a valid organization security clearance as referred to below.
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as referred below.
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, bidders should consult the Security Requirements website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

3. **For contractors and proposed resources that are currently in possession of a valid Government of Canada Security Screening at the Level of Reliability:** In order to demonstrate compliance with this requirement, and, for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the bidder is required to provide the following information within the Bidder's proposal, for the contractor/firm and all contractors resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening.

The Bidder must provide the following information for all proposed employees.

Proposed Employees		
Legal Name (first and last name)	Date of Birth (day/month/year)	Security Identification Number



**APPENDIX E
SECURITY REQUIREMENTS**

4. For contractors and proposed resources not currently in possession of a valid Government of Canada Security Screening, at a minimum level of reliability: At the time of proposal submission, bidders must complete and submit the following certification:

If successful, as a duly authorized representative of _____
(enter firm/contractor name) I do hereby certify that _____
(enter firm/contractor name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.

Name of Duty Authorized Representative

Signature of Duly Authorized Representative

Title

Date

Prior to commencing work under the contract, for those contractor resources not currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada Security Screening at the level of Reliability Status through the Canadian Industrial Security Directorate (CISD) of Public Works and government Services Canada.

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

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

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

Security Classification / Classification de sécurité
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PART A (continued) / PARTIE A (suite)

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

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____

Document Number / Numéro du document : _____

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

Security Classification / Classification de sécurité
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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien Électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Marie-Claude Trotier		Title - Titre Agent principal, Exploitation des aéroports et programmes financés	Signature <i>Marie-Claude Trotier</i>
Telephone no. - N° de téléphone (514) 633-3796	Facsimile - Télécopieur	E-mail address - Adresse courriel marie-claude.trotier@tc.gc.ca	Date 2015-10-29

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Eric Delage		Title - Titre Agent de sécurité ministériel adjoint	Signature <i>Philippe Turgeon</i> par Eric Delage
Telephone no. - N° de téléphone (613) 998-3695	Facsimile - Télécopieur	E-mail address - Adresse courriel eric.delage@tc.gc.ca	Date 2015-10-29

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) NABIL HAMDANE		Title - Titre Agent de marchés	Signature <i>Nabil H</i>
Telephone no. - N° de téléphone 514-420-5717	Facsimile - Télécopieur	E-mail address - Adresse courriel nabil.hamdane@TC.GC.CA	Date 07 JAN 2016

17. Contracting Security Authority / Autorisé contractante en matière de sécurité

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

Security Classification / Classification de sécurité
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**APPENDIX F
CONDITIONS REGARDING INSURANCE**

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

1. DEFINITIONS

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

2. INDEMNIFICATION

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

3. PERIOD OF INSURANCE

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

4. PROOF OF INSURANCE

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

5. NOTIFICATION

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

6. INSURED

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

7. PAYMENT OF DEDUCTIBLE

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



**APPENDIX F
CONDITIONS REGARDING INSURANCE**

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

9.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$1, 000,000.

10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

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



**APPENDIX G
SUPPLEMENTAL CONDITIONS REGARDING TITLE TO INTELLECTUAL PROPERTY**

**TITLE TO INTELLECTUAL PROPERTY
ARISING UNDER CROWN PROCUREMENT CONTRACTS**

CROWN OWNS

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

**CROWN OWNS:
Canada to Own Intellectual Property Rights in Foreground Information**

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

01 Interpretation

1. In the Contract,

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

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

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

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

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

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

"Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or his/her representative(s) appointed for the purpose of the Contract;



**APPENDIX G
SUPPLEMENTAL CONDITIONS REGARDING TITLE TO INTELLECTUAL PROPERTY**

"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 G
SUPPLEMENTAL CONDITIONS REGARDING 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 G
SUPPLEMENTAL CONDITIONS REGARDING 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.

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



**APPENDIX G
SUPPLEMENTAL CONDITIONS REGARDING TITLE TO INTELLECTUAL PROPERTY**

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.

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APPENDIX H TERMS OF PAYMENT	

1. **BASIS OF PAYMENT**

Firm price

No increase in the total liability of Canada or in the price of work resulting from any design changes, modifications or interpretations of specifications, made by the contractor, will be authorized or paid to the contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the work. The contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

2. **TERMS OF PAYMENT**

Payments will be made, net 30 days, in monthly equal payments, as per the Pricing Schedule included in the Offer of Services, appendix A, and upon presenting an invoice and with the acceptance by Transport Canada for the service period rendered and covered by the invoice.

Payments can be made by credit card (MaserCard BMO), by cheque or direct deposit. The Federal Government promotes the direct deposit method.

3. **INVOICING**

Detailed invoice, with supporting document if applicable, will include the contract number and the GST and PST registration numbers. The contractor will submit invoices by mail or e-mail:

brigitte.legault@tc.gc.ca

or

**Transport Canada
Exploitation aéroportuaire (NHA)
Brigitte Legault
700, Leigh Capreol
Dorval, Québec
H4Y 1G7**

4. **GOODS AND SERVICES TAX (GST)/PROVINCIAL SALES TAX (PST)**

GST and PST are excluded from the price(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST and PST are to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST and PST paid or due to Revenue Canada and Revenu Québec, as applicable.



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

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

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

1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT, A STANDING OFFER, OR A SUPPLY ARRANGEMENT VALUED AT \$1,000,000.00 OR MORE AND (INCLUDING APPLICABLE TAXES);
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.

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/esdc-lab1168\(2013-10-009\)e.pdf](http://www.servicecanada.gc.ca/eforms/forms/esdc-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.**

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are through this website http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml

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

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

1. SI VOUS SOUSSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES, UNE OFFRE A COMMANDE OU UN ARRANGEMENT EN MATIÈRE D'UNE VALEUR D'UN MILLION DE DOLLARS OU PLUS (Y COMPRIS LES TAXES APPLICABLES) ;
2. SI ELLE COMPTE UN EFFECTIF COMBINÉ AU CANADA D'AU MOINS 100 EMPLOYÉS PERMANENTS A PLEIN TEMPS, PERMANENTS A TEMPS PARTIEL ET TEMPORAIRES QUI ONT TRAVAILLÉ 12 SEMAINES OU PLUS.

Si les deux conditions sont remplies, vous devez joindre un Accord pour la mise en oeuvre de l'équité en matière d'emploi dûment signée [http://www.servicecanada.gc.ca/eforms/forms/esdc-lab1168\(2013-10-009\)f.pdf](http://www.servicecanada.gc.ca/eforms/forms/esdc-lab1168(2013-10-009)f.pdf) dans votre soumission 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.**

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur ce site http://www.travail.gc.ca/fra/normes_equite/eq/emp/pcf/index.shtml



APPENDIX J 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.

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APPENDIX K CONTRACTOR'S DECLARATION		

CERTIFICATION - CONTINGENCY FEES, CRIMINAL CODE, PUBLIC DISCLOSURE

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

FORMER PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this clause,

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

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



**APPENDIX K
CONTRACTOR'S DECLARATION**

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The conditions of the lump sum payment incentive;
- c. The date of termination of employment;
- d. The amount of lump sum payment;
- e. The rate of pay on which lump sum payment is based;
- f. The period of lump sum payment including start date, end date and number of weeks;



**APPENDIX K
CONTRACTOR'S DECLARATION**

- 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.

INTEGRITY CERTIFICATION

The Government of Canada is committed to open, fair and transparent procurement and real property transactions. A strong government-wide Integrity Regime has been put in place to ensure that the Government does business with ethical suppliers in Canada and abroad. It will foster ethical business practices, ensure due process for suppliers and uphold the public trust in the procurement process.

The bidder is reminded of the following condition: Declaration of Convicted Offences. Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections of the General Conditions, ONLY the successful Bidder must send by mail the completed Bidder's Declaration Form to Public Works Government Services Canada (PWGSC).

For more information concerning the Integrity Regime of the government of Canada, please consult the following Internet site: <http://www.tpsgc-pwgsc.gc.ca/ci-if/plan-2015-eng.html>



**Finance and Administration – Quebec Region
Contracting and Materiel Services**

File no.: T3033-160032

**APPENDIX K
CONTRACTOR'S DECLARATION**

Certification

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

Name of consultant _____
/company

Complete address _____

GST number _____ or Procurement Business Number (PBN) _____

Telephone number _____ Fax number _____

Owner's name and last name _____

Members of the Board of Directors:

Name	First Name	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company authorized signatory

Name (print) _____ Title _____

Signature _____ Date _____





Transports
Canada

Transport
Canada

Protégé B *une fois rempli*

DÉCLARATION DU SOUMISSIONNAIRE

Dénomination sociale complète de l'entreprise :

Adresse de l'entreprise :

Numéro d'entreprise-approvisionnement de l'entreprise :

Numéro de la soumission :

Date de la soumission : (AA-MM-JJ)

Est-ce que vos sociétés affiliées, un membre de votre conseil d'administration ou vous-même, à titre de soumissionnaire, avez déjà été reconnus coupables d'une infraction au Canada ou d'une infraction similaire à l'étranger ou bien avez déjà plaidé coupable à une telle infraction, en vertu de l'une des dispositions suivantes:

Loi sur la gestion des finances publiques

- 80(1) d) : Fausse inscription, faux certificat ou faux rapport
- 80(2) : Fraude commise au détriment de Sa Majesté
- 154.01 : Fraude commise au détriment de Sa Majesté

Oui [] / Non []

Commentaires :

Code criminel

- 121 : Fraudes envers le gouvernement et Entrepreneur qui souscrit à une caisse électorale
- 124 : Achat ou vente d'une charge
- 380 : Fraude commise au détriment de Sa Majesté
- 418 : Vente d'approvisionnements défectueux à Sa Majesté

Oui [] / Non []

Commentaires :

Ces 3 dernières années, est-ce que vos sociétés affiliées, un membre de votre conseil d'administration ou vous-même, à titre de soumissionnaire, avez été reconnus coupables d'une infraction au Canada ou d'une infraction similaire à l'étranger ou bien avez plaidé coupable à une telle infraction, en vertu de l'une des dispositions suivantes:

Canada 

Code criminel

- 119 : Corruption de fonctionnaires judiciaires
- 120 : Corruption de fonctionnaires
- 346 : Extorsion
- De 366 à 368 : Faux et infractions similaires
- 382 : Manipulations frauduleuses d'opérations boursières
- 382.1 : Délit d'initié
- 397 : Falsification de livres et de documents
- 422 : Violation criminelle de contrat
- 426 : Commissions secrètes
- 462.31 : Recyclage des produits de la criminalité
- De 467.11 à 467.13 : Participation aux activités d'une organisation criminelle

Oui [] / Non []

Commentaires :

Loi sur la concurrence

- 45 : Complot, accord ou arrangement entre concurrents
- 46 : Directives étrangères
- 47 : Truquage d'offres
- 49 : Accords bancaires fixant les intérêts
- 52 : Indications fausses ou trompeuses
- 53 : Documentation trompeuse

Oui [] / Non []

Commentaires :

Loi sur la corruption d'agents publics étrangers

- 3 : Corruption d'agents publics étrangers
- 4 : Comptabilité
- 5 : Infraction commise à l'étranger

Oui [] / Non []

Commentaires :

Loi réglementant certaines drogues et autres substances

- 5 : Trafic de substances
- 6 : Importation et exportation
- 7 : Production de substances

Oui [] / Non []

Commentaires :

Autres lois

- 239 : Déclarations fausses ou trompeuses (*Loi de l'impôt sur le revenu*)
- 327 : Déclarations fausses ou trompeuses (*Loi sur la taxe d'accise*)

Oui [] / Non []

Commentaires :

Autres commentaires :

Cet espace est pour les commentaires additionnels

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[] Je, (nom) _____, (poste) _____ de (nom de l'entreprise – fournisseur) _____, autorise Travaux publics et Services gouvernementaux Canada (TPSGC) à recueillir et à utiliser les renseignements fournis, ainsi que tout autre renseignement dont il pourrait avoir besoin pour déterminer l'inadmissibilité de l'entreprise, et à rendre publics les résultats.

[] Je, (nom) _____, (poste) _____ de (nom de l'entreprise – fournisseur) _____ atteste que les renseignements donnés dans le présent formulaire sont, à ma connaissance, véridiques et complets. De plus, je reconnais que, si des renseignements devaient s'avérer erronés ou manquants, il pourrait en résulter l'annulation de ma soumission, la déclaration de mon inadmissibilité ou ma suspension.

Les formulaires de déclaration dûment remplis doivent être envoyés à TPSGC. Pour envoyer par courrier, s'il vous plaît mettre dans une enveloppe scellée marquée « protéger B » à l'attention de :

Intégrité, Direction générale de la surveillance, TPSGC
11 rue Laurier
Place du Portage, Phase III, Tour A, 10A1 – pièce 108
Gatineau (Québec) Canada, K1A 0S5

Canada 

