



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

**Subject: Request for Proposal - T8080-170009 for:  
CL 601-1A Maintenance Initial Training  
Followed by CL 604 Differences Training**

The Department of Transport has a requirement to establish a contract to undertake the above reference project in accordance with the Terms of Reference/Evaluation Criteria attached hereto as Appendix "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package **"BID/PROPOSAL T8080-170009"**, together with the title of the work, name and address of your firm, and address it to:

Transport Canada  
TC MAIL ROOM, (Food Court Level)  
Tower "C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on June 21, 2017. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

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

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

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

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

**ENVELOPE 1 – TECHNICAL PROPOSAL**

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Terms of Reference/Evaluation Criteria in sufficient detail to enable evaluation in accordance with the Evaluation Criteria including:

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

**FOUR** copies of the Technical Proposal are required.

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

**ENVELOPE 2 - COST PROPOSAL**

Bidders shall complete and return **TWO** copies of the “Offer of Services” (Appendix “A”) form in Envelope 2.

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

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

The offer of Services form is to be signed in accordance with the Requirements for Signature attached hereto as Appendix “F”.

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

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

**Questions** with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Line Carriere, Transport Canada (AFTC), by e-mail at [line.carriere@tc.gc.ca](mailto:line.carriere@tc.gc.ca), and must be received **before 12:00 hours (noon) EDT on June 5, 2017**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Line Carriere at 613-998-7980.

**The lowest or any Proposal will not necessarily be accepted.**

Canada reserves the right to:

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

By submitting a proposal, the Bidder acknowledges Canada's rights under this section and waives any right, or cause of action, against Canada by reason of Canada's failure to accept the proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise".

Yours truly,

*(Original signed by)*

Line Carriere  
A/Contracting Specialist  
330, Sparks Street/Tower C  
Place de Ville - AFTC  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-998-7980  
E-Mail: [line.carriere@tc.gc.ca](mailto:line.carriere@tc.gc.ca)

**Canada**

**CHECKLIST OF DOCUMENTS**

**INVITIATION TO TENDER**

**OFFER OF SERVICES**

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

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

**OFFER FOR: CL 601-1A Maintenance Initial Training  
CL 604 Differences Training**

**OFFER SUBMITTED BY:**

\_\_\_\_\_  
**(Name of Company)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(Complete Address)**

**GST Number** \_\_\_\_\_ **PBN Number** \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Appendix "B".
2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
  - (i) This Offer form marked Appendix "A", attached hereto and entitled "Offer of Services";
  - (ii) Document marked Appendix "B", attached hereto and entitled "Terms of Reference";
  - (iii) Document marked Appendix "D", attached hereto and entitled "General Conditions";

**3. Period of Services**

The date and duration of the training shall be agreed upon at the time of the contract award

**4. Cost Proposal**

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

| Course Description                        | No. participants<br>(A) | Cost (each)<br>(B) | Total<br>(D) |
|---|-------------------------|--------------------|--------------|
| CL 601-1A<br>Maintenance Initial Training | 5                       |                    |              |
| CL 604<br>Differences Training            | 7                       |                    |              |
| <b>Total</b>                              |                         |                    |              |

**Total training - All Inclusive:** \_\_\_\_\_  
 (GST/HST extra)

**4.1 Travel Expenses**

The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at time of travel ([http://www.njc-cnm.gc.ca/directive/app\\_d.php?lang=eng](http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng)). Allowances currently in effect are provided in the attached Appendix "G".

The Contract awarded as a result of this Request for Proposal will include a Provisional Cost Allowance to cover authorized travel and living expenses.

**4.2 Method of Payment**

Payment will be made upon completion of all services to the satisfaction of the Departmental Representative, and upon receipt of an invoice submitted in accordance with the instructions provided in any contract concluded as a result of the acceptance of this offer.

**5. Provincial Sales Tax (PST)**

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

**6. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)**

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

**7. Appropriate Law**

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

**8. Tender Validity**

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

**9. Proposal Documents**

The Contractor herewith submits the following:

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

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

**10. Bidder's Declaration**

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, the Bidder must send the completed Bidder's Declaration Form referenced in Annex "B" to Public Works Government Services Canada (PWGSC).



**11. Signatures**

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
In the presence of

Per \_\_\_\_\_  
NAME OF COMPANY

Per \_\_\_\_\_  
(Signing Officer and Position)

\_\_\_\_\_  
(Signature of Witness)

Per \_\_\_\_\_  
(Signing Officer and Position)

\_\_\_\_\_  
(Signature of Witness)

**Bidder's Declaration**

Complete legal name of company:  
Company's address:  
Company's procurement business number (PBN):  
Bid number:  
Date of the bid: (YY-MM-DD)

**Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions:**

***Financial Administration Act***

- 80(1) d): False entry, certificate or return
- 80(2): Fraud against Her Majesty
- 154.01: Fraud against Her Majesty

Yes [ ] / No [ ]

**Comments:**

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***Criminal Code***

- 121: Frauds on the government and contractor subscribing to election fund
- 124: Selling or Purchasing Office
- 380: Fraud - committed against Her Majesty
- 418: Selling defective stores to Her Majesty

Yes [ ] / No [ ]

**Comments:**

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**In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions:**

***Criminal Code***

- 119: Bribery of judicial officers
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery
- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading
- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes [ ] / No [ ]

Comments:

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**Competition Act**

- 45: Conspiracies, agreements or arrangements between competitors
- 46: Foreign directives
- 47: Bid rigging
- 49: Agreements or arrangements of federal financial institutions
- 52: False or misleading representation
- 53: Deceptive notice of winning a prize

Yes [ ] / No [ ]

Comments:

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**Corruption of Foreign Public Officials Act**

- 3: Bribing a foreign public official
- 4: Accounting
- 5: Offence committed outside Canada

Yes [ ] / No [ ]

Comments:

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**Controlled Drugs and Substances Act**

- 5: Trafficking in substance
- 6: Importing and exporting
- 7: Production of substance

Yes [ ] / No [ ]

Comments:

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**Other acts**

- 239: False or deceptive statements of the *Income Tax Act*
- 327: False or deceptive statements of the *Excise Tax Act*

Yes [ ] / No [ ]

Comments:

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**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

[ ] I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name – bidder) \_\_\_\_\_ authorize Public Works and Government Services Canada (PWGSC) to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

[ ] I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name – bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Completed Declaration Forms should be sent to PWGSC. To send through mail, please use a sealed envelope marked 'Protected B' to the attention of:

Integrity, Departmental Oversight Branch,  
Public Works and Government Services Canada  
11 Laurier Street  
Place du Portage, Phase III, Tower A, 10A1 – room 105  
Gatineau (Québec) Canada, K1A 0S5

**APPENDIX "B"**

**TERMS OF REFERENCE/SELECTION CRITERIA**

APPENDIX "B"  
TERMS OF REFERENCE/EVALUATION CRITERIA

### 1. Background

Transport Canada is the federal department responsible for serving the public interest through the promotion of a safe and secure, efficient and environmentally responsible transportation system in Canada. The department consists of program and support groups working at headquarters in Ottawa and in locations across Canada. The headquarters organization is made up of a number of groups: Policy, Safety and Security, Airport and Port Programs, Surface Infrastructure and Corporate Services, as well as the Departmental General Counsel, Communications and Marketing, and Human Resources. Transport Canada's five regions - Pacific, Prairie and Northern, Ontario, Quebec and Atlantic - are headed by regional director generals responsible for the delivery of transportation programs and services in their respective regions.

### 2. Requirement

Transport Canada, Aircraft Services Directorate has recently hired several new employees which require Challenger 601 and 604 approved training courses in order to qualify for an AME license type endorsement.

### 3. Scope of Work

**Transport Canada (TC) requires a maintenance initial type course for the CL601-1A aircraft along with a differences course for the CL-604 aircraft type.**

**At present there are 5 students who require a CL601-1A maintenance initial course and 7 students who require a CL 604 differences course. The CL 604 difference course shall run concurrent to the CL 601-1A maintenance initial course and will include the 5 initial course students as well as 2 additional student for a total of 7 students.**

### 4. Pre-Authorized Travel and Living Expenses

Transport Canada will reimburse the Contractor for pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, in accordance with Treasury Board Travel Directives:

All payments are subject to government audit Estimated Cost.

### 5. Location of training

Transport Canada, Aircraft Services Directorate Training Center is located at 20 Airbus Private adjacent to the Headquarters Hangar at 200 Comet Private at McDonald Cartier Airport, Ottawa. The Training Center is a fully equipped training facility with 6 classrooms outfitted with computers, 2-projectors, white boards, desks and seating, each and internet capability. This facility is primarily used for maintenance and flight crew training of Aircraft Services employees and clients. The full capabilities of this facility will be made available to the training contractor.

## 6. Selection Criteria

Bidders must clearly indicate where the supporting information can be found in their proposal by completing the “page” field in the Selection Criteria and including in their proposal.

Bidders’ proposals must meet all of the following mandatory requirements for their proposal to qualify for further consideration. Those proposals not meeting the mandatory requirements will have the cost envelope returned to the bidder unopened.

### 6.1. Mandatory Criteria

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by Bidders to meet any of the mandatory requirements will render the Bidder’s proposal non-responsive. The treatment of mandatory requirements in any procurement process is absolute.

Proposers ***must meet all the mandatory requirements described below***. This will be evaluated as either “Yes” or “No”. Proposal not receiving “Yes” for any mandatory requirement will **not** be considered further.

| Item | Description   | Bidder Input | Met (Y/N) |
|------|---|--------------|-----------|
| M1   | The Contractor must provide one or more experienced instructors for course delivery   |              |           |
| M2   | Each instructor must have recent experience having delivered a CL601 or similar large aircraft type maintenance initial course within the previous 12 months. |              |           |
| M3   | The Contractor must supply one hard copy per student of all training manuals and materials in English   |              |           |
| M4   | Training must be delivered at the Transport Canada, Maintenance Training Centre located at 20 Airbus Private, Ottawa, Ontario, Canada                         |              |           |
| M5   | The CL601-1A training course must be Transport Canada, Civil Aviation approved  |              |           |
| M6   | The CL 604 differences training course must be Transport Canada, Civil Aviation approved  |              |           |

Technical Authority  
Ted Mead  
Chief, Aircraft Maintenance Training  
Aircraft Services Directorate  
20 Airbus Private  
Ottawa, Ontario  
(613) 952-4454

## **7. CONTINUITY AND REPLACEMENT OF RESOURCES**

The selected contractor shall not begin any work or be entitled to compensation for any work undertaken until authorized to begin work.

As well, the contractor will ensure that all proposed personnel and other professional resources are assigned for the duration of the contract and are not replaced without due cause. In the event that a resource is to be replaced, it will be the contractor's responsibility to ensure that there is not negative impact on any work in progress.

Should the designated resources for a deliverable be unavailable for any reason, then the Selected Contractor shall immediately make available a fully qualified replacement resource to be approved by the Project Authority. Such approval is not intended to limit the Selected Contractor's flexibility but to ensure the use of agreed-to resource levels and experience for stated deliverables. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, the Selected Contractor shall propose alternate resources. If no suitable replacement resource can be provided within a suitable timeframe (maximum of one (1) week), then the Project Authority may elect to terminate the Contract, or may elect to use an alternate method.

**Note that replacement resources are to be evaluated in accordance with the original evaluation.**



**APPENDIX "C"**  
**TERMS OF PAYMENT**

**APPENDIX "C"**  
**TERMS OF PAYMENT**

**1. BASIS OF PAYMENT**

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**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

**3. INVOICING INSTRUCTIONS**

Detailed invoice, with supporting document if applicable, will include the Contract no. T8080-170009 and the Contractor's GST/HST Registration Numbers. The Contractor will submit invoices by e-mail to the Project Authority.

**4. PROVINCIAL SALES TAX**

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the taxable goods or services are delivered to federal government departments and agencies under authority of the following provincial sales tax license(s):

Ontario 11708174G

The Contractor is not relieved of any obligation to pay provincial sales tax on taxable goods or services used or consumed in the performance of the work.

**5. GOODS AND SERVICES TAX (GST)/HARMONISED SALES TAX (HST)**

Any amount to be levied against Her Majesty in respect of the GST and HST is to be shown separately on all invoices for goods supplied or services provided for payment by the Government of Canada. The Contractor agrees to remit any GST/HST paid or due to Revenue Canada.

**APPENDIX "D"**  
**GENERAL CONDITIONS**

**GENERAL CONDITIONS  
PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

- 1.1. "Amendment" means "Revision";
- 1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;
- 1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;
- 1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.5. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.
- 1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;
- 1.9. "prototypes" includes models, patterns and samples;
- 1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;
- 1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. Priority of Documents

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

3. Successors and Assigns

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

## 9. Termination due to Default of Contractor

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
  - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

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

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

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

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

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

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

12. Conflict of Interest and 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.

18. Payment by the Minister

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

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

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

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



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

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

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

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

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

whichever is later.

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

- 20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.
- 20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

21. No Other Benefits

- 21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.
- 21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

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

- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. Minister's Responsibilities

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

24. 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, 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).

## 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.

## 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, 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

## 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.

## 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"**  
**INSTRUCTIONS TO TENDERERS**



## **INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

In the Invitation to Tender

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

### **2. TENDER CLOSING**

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

### **3. TENDER OPENING**

In the case of a Public Tender Opening

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

### **4. OFFICIAL TENDER FORMAT**

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

### **5. QUESTIONS DURING TENDER PERIOD**

Questions during the tender period must be submitted in writing.

### **6. REVISION OF TENDERS**

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

## **7. TENDER SECURITY**

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

## **8. CONTRACT SECURITY**

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

## **9. INSURANCE**

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

## **FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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

## **10. SIGNING OF DOCUMENTS**

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

## **11. TENDER VALIDITY PERIOD**

- 11.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 90 days following Tender Closing Time.
- 11.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 90-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 11.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

## **12. INCOMPLETE TENDERS**

- 12.1. Incomplete or conditional tenders will be rejected.
- 12.2. Tenders that omit any mandatory requirements specified in the Invitation to tender will be rejected.
- 12.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

## **13. REFERENCES**

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

## **14. LOWEST TENDER NOT NECESSARILY ACCEPTED**

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

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

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

**APPENDIX "F"**

**REQUIREMENTS FOR SIGNATURE**

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

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY**

| <u>PARTIES</u>   | <u>DESCRIPTION</u>  | <u>SIGNATURE</u>  |
|--|---|---|
| <b>INCORPORATED COMPANY</b>                                  | (exact name), a corporation duly incorporated under the laws of _____ and having a head office and principal place of business at _____.  | By the representative(s) duly authorized by a resolution of the board of directors.                                       |
| <b>PARTNERSHIP</b><br>(two or more partners)                 | (1) (name), (occupation), (address) of each acting partner carrying on the partnership business.<br><br>(2) If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.  | By one or more partners duly authorized to sign on behalf of partnership.   |
| <b>SOLE PROPRIETORSHIP</b><br>(single individual enterprise) | (1) (name), (occupation), (address) of individual carrying on business under his/her personal name.<br><br>(2) If the business is carried out under a "trade name", the trade name may be included after the name of the sole proprietor such as: "Mr. X carrying on business under the name and style of _____". | By the sole proprietor.<br><br>By the sole proprietor under the trade name:<br>ex. X reg.<br>By: _____<br>(X's signature) |
| <b>MUNICIPALITY</b>  | (name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.  | By the municipal officer(s) authorized by a resolution of the Municipal Council.  |

**IMPORTANT:**

Certain provinces\* require that documents bear the seal of the tenant or the bidder in the case of:  
 (a) leases in excess of three years or any other disposition of land or an interest therein; and  
 (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

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

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

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY**

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

**COMMENTS:**

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

**APPENDIX "G"**

***MAXIMUM ALLOWANCE FOR TRAVEL, ETC.***

**MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION,  
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and continental U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of taxes. The Contractor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Revenue Canada.
3. Taxes are not applicable to the per diem rates for travel in the U.S.A.
4. The Contractor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions

5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:

5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)

5.1.2. Accommodation: standard commercial accommodation. Additional costs incurred for luxury accommodation will not be reimbursed. The allowance for accommodation at private non-commercial facilities is \$50.00 per night.

6. Kilometre rates payable in cents per kilometre for pre-authorized use of private cars:

The kilometric rate payable when a Canadian registered vehicle is driven on government business travel in more than one province or in the USA shall be the rate applicable to the province or territory of registration of the vehicle.

| <b>Provinces</b>          | <b>Cents/Km (taxes included)</b> |
|---------------------------|----------------------------------|
| <b>Alta.</b>              | <b>45.0</b>                      |
| <b>B.C.</b>               | <b>49.5</b>                      |
| <b>Man.</b>               | <b>47.5</b>                      |
| <b>N.B.</b>               | <b>50.5</b>                      |
| <b>Nfld. and Labrador</b> | <b>55.5</b>                      |
| <b>N.W.T.</b>             | <b>60.0</b>                      |
| <b>N. S.</b>              | <b>50.5</b>                      |
| <b>Nunavut</b>            | <b>59.0</b>                      |
| <b>Ont.</b>               | <b>55.5</b>                      |
| <b>P.E.I.</b>             | <b>49.5</b>                      |
| <b>P.Q.</b>               | <b>50.5</b>                      |
| <b>Sask.</b>              | <b>46.5</b>                      |
| <b>Yukon</b>              | <b>60.5</b>                      |



7. Meals and Allowances

|   | Canadian \$ (taxes included)                 |                     |         |         |
|---|--|---------------------|---------|---------|
|   | Canada & USA <sup>1</sup><br>(except Alaska) | Yukon and<br>Alaska | N.W.T.  | Nunavut |
| <b>Meal Allowances</b>  |  |                     |         |         |
| • breakfast   | \$17.15                                      | \$15.95             | \$23.85 | \$25.95 |
| • lunch   | \$18.05                                      | \$19.80             | \$26.60 | \$33.65 |
| • dinner  | \$45.95                                      | \$55.50             | \$57.10 | \$78.70 |
| <b>Incidental expense allowances (per day, with overnight stay)</b> | \$17.30                                      | \$17.30             | \$17.30 | \$17.30 |

**1. Rates in the USA are the same as in Canada but paid in US funds.**

8. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:
- 8.1. commercial transportation costs;
  - 8.2. overnight accommodation expenses, excluding accommodation at private non-commercial facilities (see Section 5.1.2);
  - 8.3. excess luggage charges;
  - 8.4. taxis charges, where the fee exceeds \$10.00. For travel of less than one day, receipts are required for all taxi charges.
  - 8.5. parking charges;
  - 8.6. long distance telephone, telegraph, telex, cable, express charges;
  - 8.7. currency exchange charges.

***RETURN ENVELOPES***

**ENVELOPE 1 - TECHNICAL**

PLEASE ENSURE THE FOLLOWING INFORMATION IS  
PROVIDED ON THE FRONT OF **ENVELOPE 2 - COST**

- CONTACT NAME
- TELEPHONE NUMBER
- FAX NUMBER

|   |
|---|
| FROM - EXPÉDITEUR   |
| ADDRESS - ADRESSE   |
| TENDER FOR - SOUMISSION POUR<br><b>CL 601-1A Maintenance Initial Training<br/>Followed by CL 604 Differences Training</b> |
| NUMBER - NUMÉRO<br><b>T8080-170009</b>  |
| DATE DUE - DÉLAI<br>June 21, 2017 14:00 HRS (2:PM)<br>OTTAWA TIME   |

# TENDIER - SOUMISSION

## TENDER RECEPTION

Transport Canada  
 TC MAIL ROOM, (Food Court Level)  
 Place de Ville Tower "C"  
 330 Sparks Street  
 Ottawa , Ontario (K1A 0N5)

