



Transport
Canada

Transports
Canada

P.O. Box 42
95 Foundry Street, 6th floor
Moncton, NB
E1C 8K6

July 4, 2018

Subject: Request for Proposal T2012-180021
Monitoring well decommissioning at Goose River Transmitter Site NL

Sir or Madam:

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

If you are interested in undertaking this project, you are invited to submit a Tender. The Tender is to be signed by the president or secretary-treasurer and have the corporate seal affixed, or as outlined in the attached Annex B "Requirements for Signature and Description of Parties Other than Her Majesty".

Please indicate clearly on the envelope or package "TENDER T2012-180021", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Bid Receiving Unit
P.O. Box 42
95 Foundry Street, 6th floor
Moncton, NB
E1C 8K6

Tender must be received at the above noted address **no later than 15:00 hours (3 p.m.) Atlantic Daylight Time (ADT) on Wednesday, July 25, 2018. It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 15:00 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. Only changes to your tendered price will be accepted by facsimile in accordance with the above.

Please **ensure** that the courier company delivers it **directly** to the above noted Tender Address no later than the time and date specified herein.

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** either by fax at 506-851-7331 or by e-mail at atlfinc contracting@tc.gc.ca **before 1:00 p.m. on Friday July 20, 2018.** All answers will be in the form of written Addenda to the RFP and will be sent to all prospective Bidders.

Canada reserves the right to:

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

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

Yours truly,

Kristen Scott
Contracting Officer

Enclosures

Canada

CHECKLIST OF DOCUMENTS

Annex A	Instructions to Tenderers
Annex B	Requirements for Signature and Description of Parties Other Than Her Majesty
Annex C	Integrity Regime Letter Bidders Declaration Form - Integrity Regime
Appendix A	Offer of Services
Appendix B	Terms of Reference
Appendix C	General Conditions
Appendix D	Insurance Conditions

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".

- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

8. CONTRACT SECURITY

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

9. INSURANCE

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-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.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

13. INCOMPLETE TENDERS

- 13.1. Incomplete or conditional tenders **will** be rejected.
- 13.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender **will** be rejected.
- 13.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

14. REFERENCES

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

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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



Transport Canada Transports Canada

Heritage Court Building
95 Foundry Street, 6th Floor
Moncton, New Brunswick E1C 5H7

Clauses and Conditions under the Government of Canada Integrity Regime

Dear Bidder/Proposer:

1. The Government of Canada (GC) is committed to open, fair and transparent procurement and real property transactions. A government-wide Integrity Regime has been put in place to ensure that the Government does business with ethical suppliers in Canada and abroad. For more information please see the Integrity Regime website: <http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>

2. Integrity Regime Bidder's Declaration form:

The bidder/proposer is required to have reviewed the resulting clauses of this solicitation that include the GC Integrity Regime conditions (Appendix #) and also the following clause explaining the specific condition when the Integrity Regime Bidder Declaration form is required to be completed by the bidder/proposer:

“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.”

- [clause 10 of the 2003 \(2010-10-07\) Standard Instructions - Goods or Services - Competitive Requirement](#)

3. After review of the above (item #2), it is the **responsibility of the bidder/proposer** to decide if it's necessary to complete the Integrity Regime Bidder Declaration form. The **bidder/proposer must** send the completed form **to Public Services & Procurement Canada (PSPC) through the mail, using a sealed envelope to the attention of:**

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

Yours truly,

Kristen Scott
Contracting Officer
Tel: 506-961-8243
Fax: 506-851-7331
E-mail: kristen.scott@tc.gc.ca



Transport
Canada

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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:

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:

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:

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:

Corruption of Foreign Public Officials Act

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

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

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

Yes [] / No []

Comments:

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:

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 / Public Services & Procurement Canada
11 Laurier Street
Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec) Canada, K1A 0S5**

**TRANSPORT CANADA
OFFER OF SERVICES**

OFFER FOR: Monitoring Well Decommissioning, Goose River Transmitter Site, NL

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ **BIN 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 provide all labour, materials, equipment and supervision necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which is attached hereto as Appendix “B”.
2. The Contractor agrees that he/she has informed himself/herself of the conditions relating to the services to be provided and is thoroughly familiar with the Terms of Reference and all terms and conditions of the Contract documents.
3. 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) The Contractor’s completed and signed Offer of Services, which when accepted by the Department shall become Appendix “A-1”;
 - (iii) Document marked Appendix “B”, attached hereto and entitled “Terms of Reference”;
 - (iv) Document marked Appendix “C”, attached hereto and entitled “General Conditions”;
 - (v) Document marked Appendix “D”, attached hereto and entitled “Insurance Conditions”;

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

4. Period of Services

The Contractor hereby offers to provide the services commencing on contract award, on or about September 14, 2018 and to be reported on by October 12, 2018.

**TRANSPORT CANADA
OFFER OF SERVICES**

5. Tendered Price

The Contractor hereby offers to perform and complete the work for the following tendered price (Total from Table C-1 – Cost Table of Appendix B):

\$_____ (GST / HST extra)

The Contractor agrees that the prices and rates tendered above include and cover all customs, duties, royalties, handling, transportation, profit, overhead, administrative costs, facilities, and equipment and all other charges.

6. Error in the Extension Prices

In case of error in the extension of prices, the unit price shown in the Contractor's Cost Breakdowns inserted in Table C-1 – Cost Table of APPENDIX B shall govern. The total tendered price shall be the total resulting from the correct mathematical addition of individual fixed prices and unit price extensions shown in the Contractor's Cost Breakdown in Table C-1 – Cost Table of Appendix B.

7. Additional Work

In the event that additional work is required outside the present Terms of Reference, payment for the additional work will be based on the unit prices quoted in Table C-2 – Cost Table for Additional Work, if Required of Appendix B. This will be exercised at the sole discretion of the Minister by way of a formal contract amendment.

8. 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.

9. 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.

10. Method of Payment

Payment will be one lump sum 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.

11. Appropriate Law

Any contract awarded as a result of this Tender shall be governed by and construed in accordance with the laws in force in the Province of Newfoundland and Labrador, Canada.

12. Tender Validity Date

The Contractor agrees that the prices quoted herein will remain firm for a period of sixty (60) days after the Tender Closing Date.

13. Addenda

The following Addenda issued by the Department have been received by the Contractor and have been considered in his/her Tender Price.

ADDENDUM NO. _____ Dated _____
ADDENDUM NO. _____ Dated _____

**TRANSPORT CANADA
OFFER OF SERVICES**

14. Tender Documents

The Contractor, by completing and signing this Offer of Services, recognizes that the following documents form the Contractor's tender and that **tenders which do not contain the following documents will be considered incomplete and will be rejected.**

1. An Offer of Services, Appendix A, duly signed;
2. All the requirements listed in Article **7.0 Submission of Proposal** of the attached Terms of Reference in duplicate;
3. Completed Cost Tables found in ANNEX C of the attached Terms of Reference.

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

15. Selection of Successful Tenderer

The Contractor understands and agrees that the Contractor who submits a technically complete and responsive bid with the lowest Total Tendered Price herein may be awarded the contract.

16. Bidder's Declaration

(a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and

(b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

17. Signatures

The Contractor herewith submits this proposal in accordance with the requirements specified in the tender documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2018.

In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

TERMS OF REFERENCE

FOR

MONITORING WELL DECOMMISSIONING

AT

GOOSE RIVER TRANSMITTER SITE

Happy Valley-Goose Bay, NL

June 2018

**Prepared by:
Environmental Affairs
Programs Branch
Transport Canada**

Contract No.: T2012-180021

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1.0 INTRODUCTION

- 1.1 Transport Canada (TC) – Environmental Affairs and Aboriginal Consultation Unit, has a requirement to complete groundwater monitoring well decommissioning at the Goose River Transmitter Site, in Happy Valley-Goose Bay, Newfoundland and Labrador. The work is to be completed and reported on, and in accordance with the Scope of Work presented herein.

2.0 SITE INFORMATION AND BACKGROUND

- 2.1 The Goose River Transmitter Site is a 90 ha property located north of the town of Happy Valley-Goose Bay, approx. 8.5 km north of the Goose Bay Airport, and is divided by the North West River Road (see Annex A). The site is an old air navigation site (ANS) that has been decommissioned by Nav Canada. Few records could be found about the Site, but it is believed to have had a radio tower and a small building. The site is slightly undulating but mostly level throughout. The ground cover is mixed coniferous and deciduous trees and low fern and marsh brush on the bog areas. The Site is currently unoccupied forest land.
- 2.2 A Phase I and II ESA was completed in 2013 at the Goose River Transmitter Site. A total of five monitor wells were installed (see well logs and monitoring well data in Annex B).
- 2.3 The following report related to monitoring well installation will be available to the successful bidder upon Contract Award:
- AMEC Environment & Infrastructure. January 2014. Phase I & II Environmental Site Assessment, Goose River Transmitter Site, Happy Valley-Goose Bay, NL.

3.0 OBJECTIVES

The objectives of this Contract are:

- 3.1 To decommission monitoring wells indicated in this Terms of Reference as per the Environment Canada National Water Institute Well Decommissioning Model (will be provided upon contract award, and is available if requested);
- 3.2 To produce a letter report, detailing the monitoring wells decommissioned, the methodology used for decommissioning and the monitoring well decommissioning logs;
- 3.3 To complete the work within the required time frame.

4.0 SCOPE OF WORK

The successful bidder will perform the following tasks as part of this Contract:

- 4.1 **Locate and Identify Monitoring Wells** – Field locate the five monitoring wells, as identified in Annex A and B. Confirm the identification number and location, as per the site plan drawings.

Provide GPS coordinates of the wells (sub-meter accuracy) and general information in regards to the well type. All existing monitoring wells were installed as per industry standards.

- 4.2 **Decommission Monitoring Wells** – The total number of monitoring wells to be decommissioned is five wells, as identified in Annex B.
- 4.2.1 The wells are to be decommissioned as per the Environment Canada National Water Institute Well Decommissioning Model. Please note however that the decommissioning method described in 5.1.3 of the document is not to be used. After the monitor well is decommissioned, the site should be repaired to match site conditions, e.g. asphalt patch.
- 4.2.2 If the work is to be completed by a subcontractor, the successful bidder is to provide oversight of the decommissioning activities.
- 4.2.3 The work is to include the removal of all materials from the sites and proper disposal.

5.0 PROJECT SCHEDULING

- 5.1 The bidder is advised that field work is to commence immediately after Contract Award and is to be completed by **September 14, 2018**. The bidder shall include a proposed schedule showing significant milestones and completion dates for each task within their tender submission. The schedule shall be sufficiently detailed to allow the TC Project Authority and the successful bidder to plan, monitor and coordinate tasks and resources efficiently to achieve completion of the work on time. The successful bidder's proposed work schedule and any changes post-start up will require written approval by the TC Project Authority.

6.0 REPORTING REQUIREMENTS

- 6.1 The report will contain as a minimum:
- 6.1.1 A summary and description of the decommissioning program,
- 6.1.2 Drawing/drawings indicating the locations of monitoring wells decommissioned, as well as a description of general site conditions,
- 6.1.3 Photos of the ground surface following decommissioning of each well; and,
- 6.1.4 Appendices containing Monitoring Well Decommissioning Logs and GPS coordinates.
- 6.2 A draft copy Report will be prepared, as if it were a final report and be submitted no later than **October 12, 2018** to the TC Project Authority.
- 6.3 The TC Project Authority will return comments to the successful bidder on the draft copy Report no later than **two (2) weeks** upon receipt.
- 6.4 The successful bidder will incorporate any comments made by the TC Project Authority in a final report.
- 6.5 Within **two (2) weeks** of receiving the comments, one (1) signed final electronic copy of the Report will be provided to the TC Project Authority. In addition, an additional electronic copy of

- 6.6 all site plans, site photos, drawings, data tables, logs and other will be provided in their original file type (format compatible with Windows 2000, Adobe Reader 8, AutoCAD 14, and other).
- 6.7 The report is to be written in the English language.

7.0 SUBMISSION OF PROPOSAL

- 7.1 The proposal shall include the full details of the project. In addition to providing the full details, the bidder shall submit, to the TC Contracting Authority, a detailed work plan and schedule showing significant milestones and completion dates for each task.
- 7.2 The proposal shall include, but not be limited to, the following:
 - 7.2.1 A brief work plan outlining the scope of work and cost for the Contract detailing all necessary expenditures to undertake **all** the required work outlined in the Terms of Reference.
 - 7.2.2 Demonstration of the bidder's understanding of the requirements stated in the Terms of Reference.
 - 7.2.3 The approach and methodology on how the bidder will carry out the work.
 - 7.2.4 Completion of Cost Tables C-1 and C-2 in Annex C.
 - 7.2.5 The name and detailed resume of the proposed work team clearly indicating the qualifications, knowledge, experience, skills and abilities in relation to the requirements. The resume shall include chronological work experience (indicated in years/months) as well as a detailed listing of the experience, educational and professional designation attainments, if applicable.
 - 7.2.6 A description of the bidder's approach to managing its resource to ensure a quality service is provided.
 - 7.2.7 Summaries of previous relevant and similar projects undertaken, similar in scope and size, by the bidder or bidder's resources, including names and contact information of recent clients for whom the services were provided.

8.0 OCCUPATIONAL HEALTH AND SAFETY

- 8.1 The bidder shall comply with all laws, regulations, and the Canada Labour Code, relating to the work, whether federal, provincial or municipal, as if the work was being constructed for a person other than Her Majesty, and shall pay for all permits, taxes and certificates required in respect of the execution of the work. A Site Specific Health and Safety Plan will be submitted to Transport Canada prior to the start of any work on the Contract. No on-site work will be undertaken prior to the receipt and review of the Occupational Health and Safety Plan from the TC Project Authority. This review does not ensure/imply approval of this Plan. The bidder is to be in good standing with the Workplace Health, Safety & Compensation Commission of Newfoundland and Labrador.

- 8.2 In the event of an incident or an accident during the course of the Work, the successful bidder shall notify the TC Project Authority as soon as possible.

9.0 INSURANCE

- 9.1 The successful bidder is required to carry Comprehensive General Liability (CGL), Errors and Omissions Insurance (E&OL), Environmental Impairment/Liability (EIL), and Automobile Insurance.
- 9.2 The successful bidder must provide proof of Liability Insurance in the amount of \$2.0 M upon Contract Award.

10.0 ENVIRONMENTAL PROTECTION

- 10.1 Fires and burning of rubbish on site is NOT permitted. The successful bidder will be responsible for the collection, transfer and disposal of all solid and material waste generated at the site during the work. Where waste materials are considered toxic or may cause environmental pollution, the successful bidder will be responsible for the proper collection, containment, transfer, and disposal of this material. All waste materials are to be disposed of off-site at an approved facility. Costs, fees and permits for such are the responsibility of the successful bidder. The successful bidder must have sufficient absorbent materials on site, to clean up liquid and petroleum product or diesel spills caused by use/function/spill from the successful bidder's equipment.

A copy of any permits and hazardous waste manifests, etc. shall be provided to the TC Project Authority.

11.0 ACCESS

- 11.1 There are no access requirements for the site, however a minimum of two weeks' notice will be given to the TC Project Authority prior to going on-site.

12.0 PERMITS AND APPROVALS

- 12.1 All permits required will be the sole responsibility of the successful bidder.
- 12.2 The successful bidder is responsible to pay and obtain all necessary permits and approvals, as required in order to conduct the Work.
- 12.3 The successful bidder will obtain the approval of the Municipality and the Province prior to placing any material in a landfill.

- 12.4 The successful bidder is responsible for completing all utility locates prior to completing any intrusive investigations at the property to avoid damage to underground electrical, phone, cable, water/storm/sewer, heating/cooling or fuel supply lines or other utilities.
- 12.5 A copy of these approvals will be provided to TC Project Authority prior to commencement of the work.

13.0 CONTACTS

13.1 Project Authority

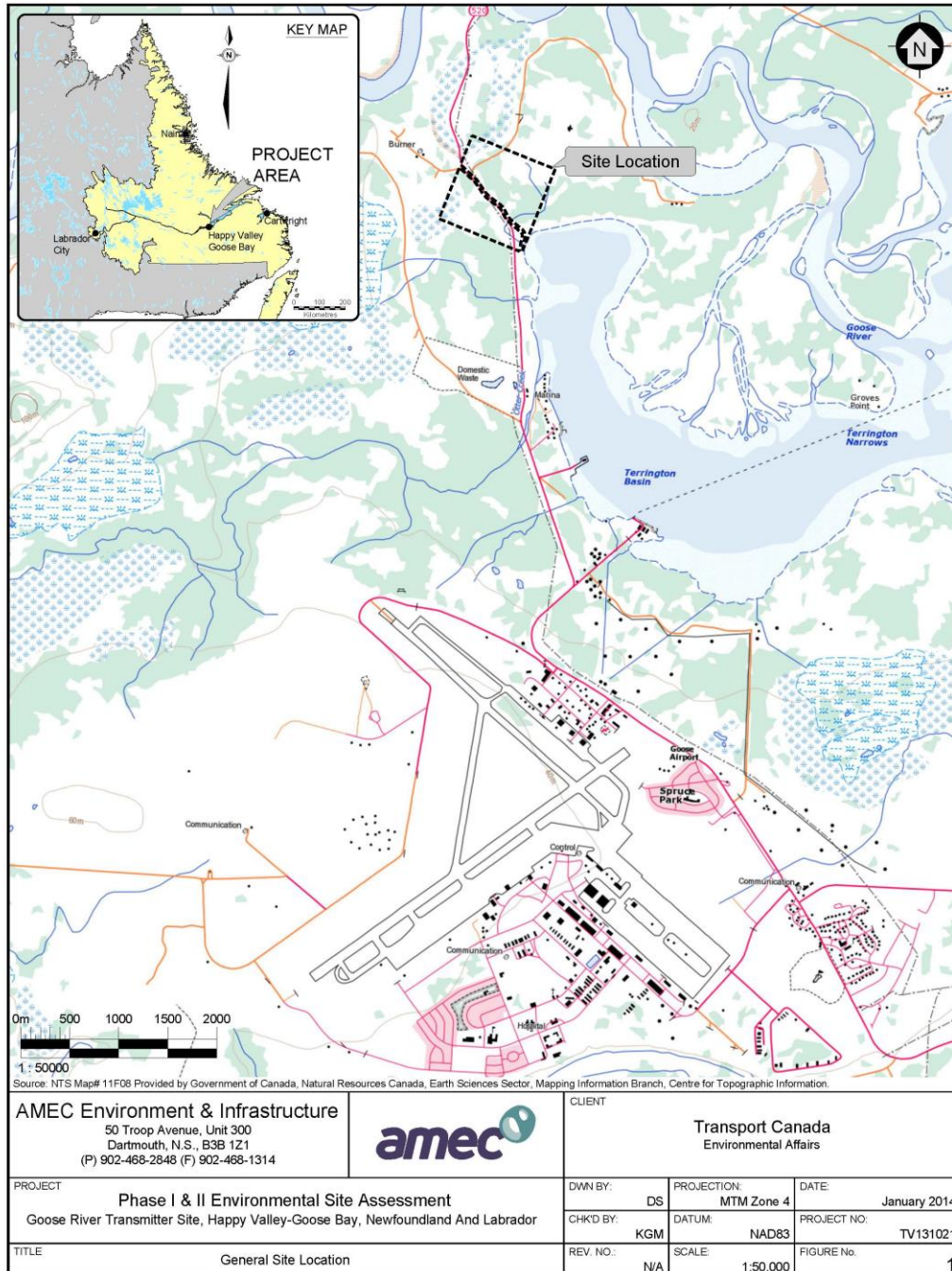
The TC Project Authority is the representative of the Department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. The contact information for the Project Authority will be released upon Contract Award.

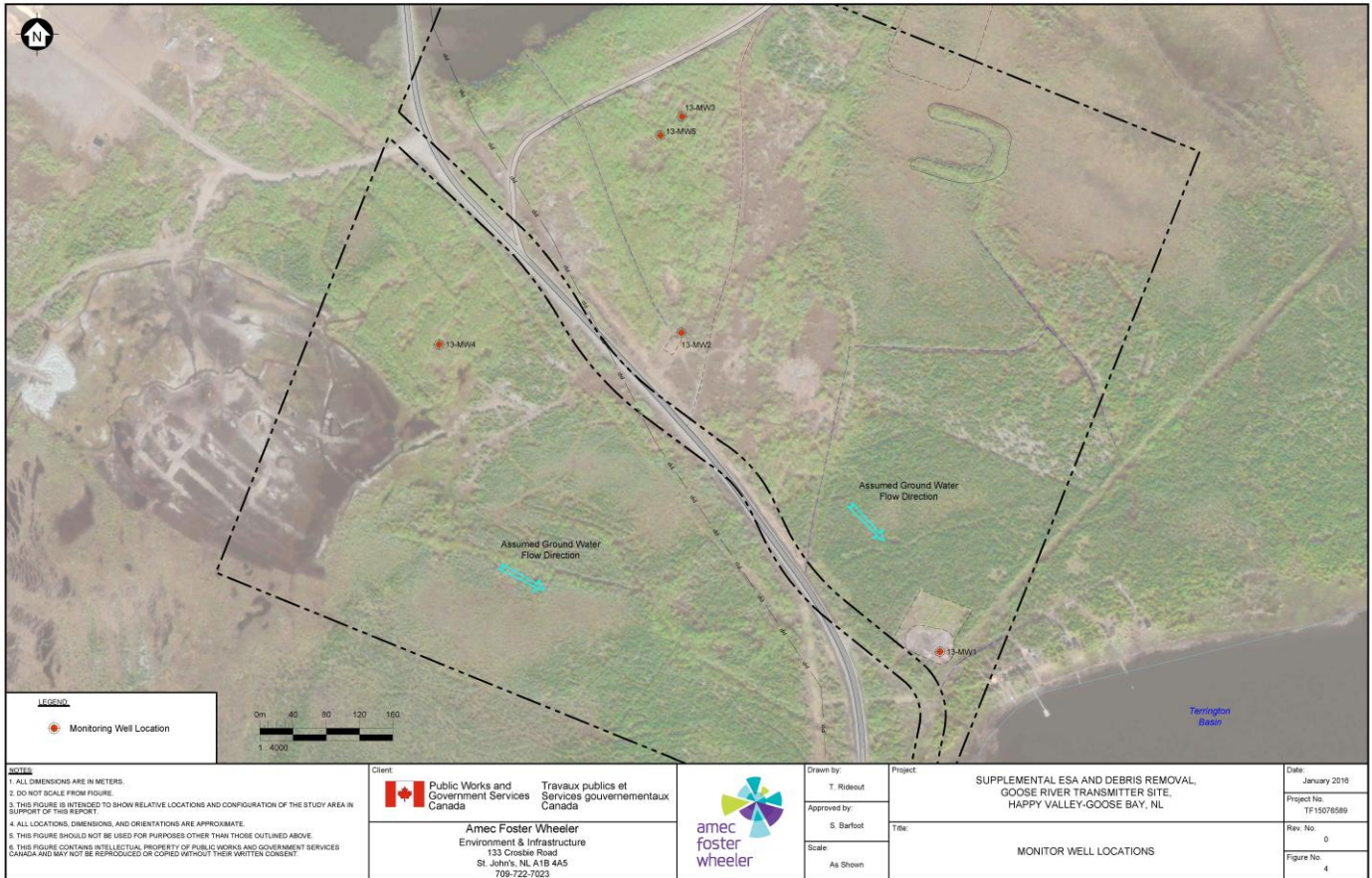
13.2 Contracting Authority

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The successful bidder must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Kristen Scott
Contracting Officer
Finance and Administration
Transport Canada
P.O. Box 42 (95 Foundry Street, 6th Floor)
Moncton, NB
E1C 8K6
Telephone: (506) 961-8243
Fax: (506) 851-7331

ANNEX A: General Site Plan and Location





ANNEX B: Well Logs and Monitoring Well Data

LOG OF 13-MW1

SHEET 1 OF 1

PROJECT No.: TV131021	ELEVATION: ---	
CLIENT: Transport Canada	DATUM:	
PROJECT NAME: Former Goose River Transmitter Site	METHOD: Hand Auger	
LOCATION: Happy Valley-Goose Bay, NL	DIAMETER: 50 mm	
DATE DRILLED: 19-9-13	WATER LEVEL: 0.21 m	
LOGGED BY: C. Pottle/B. Carter	CONTRACTOR:	

DEPTH (m)	ELEVATION (m)	STRATIGRAPHIC DESCRIPTION	STRATA PLOT	WATER LEVEL	SAMPLES				WELL CONSTRUCTION
					TYPE	NUMBER	RECOVERY (mm)	N-VALUE or PGD%	
0		TOPSOIL			AU	1			Date Completed : 19-9-13 PROTECTIVE WELL CASING Material : Steel Diameter : 100 mm Joints : NA WELL & PIPE SCREEN Material : Sch. 40 PVC Diameter : 50 mm Joints : Flush Opening : 10 Slot SAND PACK : Silica Sand ANNULUS SEAL : Bentonite NOTES:
					AU	2			
		SAND Greyish brown, fine to medium sand, moist to wet; hydrocarbon odour observed at 0.3m.			AU	3			
1		CLAY Grey clay, wet.			AU	4			
		AUGERED End of Borehole @ 1.7 m							

GOOSEWELLLOG TV131021 MW LOGS.GPJ AMEC HALIFAX.GDT 23/11/13

LOG OF 13-MW2

SHEET 1 OF 1


PROJECT No.: TV131021	ELEVATION: ---	
CLIENT: Transport Canada	DATUM:	
PROJECT NAME: Former Goose River Transmitter Site	METHOD: Hydraulic Auger	
LOCATION: Happy Valley-Goose Bay, NL	DIAMETER: 50 mm	
DATE DRILLED: 20-9-13	WATER LEVEL: 1.69 m	
LOGGED BY: C. Pottle/B. Carter	CONTRACTOR:	

DEPTH D (m)	ELEVATION (m)	STRATIGRAPHIC DESCRIPTION	STRATA PLOT	WATER LEVEL	SAMPLES					WELL CONSTRUCTION
					TYPE	NUMBER	RECOVERY (mm)	N-VALUE or RQD%	QVM (ppm)	
		TOPSOIL								Date Completed : 23-9-13
1		SAND Medium brown, fine to medium sand, moist; orange staining.			AU	1			5	PROTECTIVE WELL CASING Material : Steel Diameter : 100 mm Joints : NA
		Greyish brown, fine to medium sand; orange staining and thin, black lenses throughout.			AU	2			60	WELL & PIPE SCREEN Material : Sch. 40 PVC Diameter : 50 mm Joints : Flush Opening : 10 Slot
2		Reddish brown, fine to medium sand with grey sand at 1.75m, moist to wet, black lenses throughout.			AU	3			15	SAND PACK : Silica Sand
		End of Borehole @ 2 m								ANNULUS SEAL : Bentonite
										NOTES:

GOOSEWELLLOG-TV131021-MW1-LOGS-GPJ-AMEC-HALIFAX-GDT-29/11/13

LOG OF 13-MW3

SHEET 1 OF 1


PROJECT No.: TV131021	ELEVATION: ---	
CLIENT: Transport Canada	DATUM:	
PROJECT NAME: Former Goose River Transmitter Site	METHOD: Hydraulic Auger	
LOCATION: Happy Valley-Goose Bay, NL	DIAMETER: 50 mm	
DATE DRILLED: 20-9-13	WATER LEVEL: 5.68 m	
LOGGED BY: C. Pottle/B. Carter	CONTRACTOR:	





DEPTH 0 (m)	ELEVATION (m)	STRATIGRAPHIC DESCRIPTION	STRATA PLOT	WATER LEVEL	SAMPLES					WELL CONSTRUCTION
					TYPE	NUMBER	RECOVERY (mm)	N-VALUE or RQD%	QV/M (ppm)	
0		SAND Reddish brown, fine to medium sand, trace coarse sand; organics.			AU	1			10	Date Completed : 24-9-13 PROTECTIVE WELL CASING Material : Steel Diameter : 100 mm Joints : NA WELL & PIPE SCREEN Material : Sch. 40 PVC Diameter : 50 mm Joints : Flush Opening : 10 Slot SAND PACK : Silica Sand ANNULUS SEAL : Bentonite NOTES:
0.5		Reddish brown, fine to medium silty sand. Greyish brown, fine to medium sand, trace coarse sand.			AU	2			10	
1.5		Reddish brown, fine sand, trace coarse sand, moist.			AU	3			10	
2.0					AU	4			10	
2.5					AU	5			10	
3.0		Greyish brown, fine sand.			AU	6			10	
3.5					AU	7			15	
4.0					AU	8			10	
4.5		Orangish grey, medium and coarse sand, dry.			AU	9			0	
5.0		Grey, fine, silty sand, moist to wet.			AU	10			0	
6.0					AU	11			0	
7.0		End of Borehole @ 7.6 m								

GOOSE WEL LOG TV131021 MW LOGS.GPJ AMECHALIFAX.GDT 29/11/13

LOG OF 13-MW4


SHEET 1 OF 1



PROJECT No.: TV131021	ELEVATION: ---	
CLIENT: Transport Canada	DATUM:	
PROJECT NAME: Former Goose River Transmitter Site	METHOD: Hydraulic Auger	
LOCATION: Happy Valley-Goose Bay, NL	DIAMETER: 50 mm	
DATE DRILLED: 21-9-13	WATER LEVEL: 1.06 m	
LOGGED BY: C. Pottle/B. Carter	CONTRACTOR:	

DEPTH O (m)	ELEVATION (m)	STRATIGRAPHIC DESCRIPTION	STRATA PLOT	WATER LEVEL	SAMPLES					WELL CONSTRUCTION
					TYPE	NUMBER	RECOVERY (mm)	N-VALUE or ROD%	QVM (ppm)	
		TOPSOIL			AU	1			10	<p>Date Completed : 23-9-13</p> <p>PROTECTIVE WELL CASING Material : Steel Diameter : 100 mm Joints : NA</p> <p>WELL & PIPE SCREEN Material : Sch. 40 PVC Diameter : 50 mm Joints : Flush Opening : 10 Slot</p> <p>SAND PACK : Silica Sand</p> <p>ANNULUS SEAL : Bentonite</p> <p>NOTES:</p>
		SAND Medium brown, fine to medium sand; orange staining; thin, black lenses.			AU	2			0	
1		SANDY SILT Grey, sandy silt.			AU	3			0	
		SILT Grey silt with trace sand, wet. End of Borehole @ 1.5 m								

LOG OF 13-MW5

SHEET 1 OF 1

PROJECT No.: TV131021	ELEVATION: ---	
CLIENT: Transport Canada	DATUM:	
PROJECT NAME: Former Goose River Transmitter Site	METHOD: Hydraulic Auger	
LOCATION: Happy Valley-Goose Bay, NL	DIAMETER: 50 mm	
DATE DRILLED: 25-9-13	WATER LEVEL: 3.25 m	
LOGGED BY: C. Youart/W. Tuttle	CONTRACTOR:	

DEPTH C (m)	ELEVATION (m)	STRATIGRAPHIC DESCRIPTION	STRATA PLOT	WATER LEVEL	SAMPLES					WELL CONSTRUCTION
					TYPE	NUMBER	RECOVERY (mm)	N-VALUE or RQD%	QVM (ppm)	
1 2 3 4		SAND Brown, medium and coarse sand.			AU	1			0	Date Completed : 25-9-13 PROTECTIVE WELL CASING Material : Steel Diameter : 100 mm Joints : NA WELL & PIPE SCREEN Material : Sch. 40 PVC Diameter : 50 mm Joints : Flush Opening : 10 Slot SAND PACK : Silica Sand ANNULUS SEAL : Bentonite NOTES:
		Orangish brown to grey, fine to medium to fine sand.			AU	2			0	
		Orangish brown to grey, medium to coarse sand.			AU	3			0	
		Brownish orange, medium sand with trace coarse sand.			AU	4			0	
					AU	5			0	
		Grey, medium to coarse sand.			AU	6			0	
	End of Borehole @ 4.5 m									

GOOSE WELL LOG TV131021 MW LOGS.GPJ AMEC HALIFAX.GDT 29/11/13

Monitoring Well Data

Well ID	Surveyed Location Easting	Surveyed Location Northing	Stick-up (m)	Depth of Well (mbtoc)	Depth to Water Table (mbtoc)	Depth to Water Table (mbgs)
13-MW1	376886	5915865	0.815	2.025	1.025	0.210
13-MW2	376576	5916241	0.910	4.030	2.602	1.692
13-MW3	376577	5916501	0.650	8.25	6.325	5.675
13-MW4	376284	5916227	0.880	3.260	1.940	1.060
13-MW5	376551	5916478	0.710	5.785	3.959	3.249

Notes: btoc = below top of casing, bgs = below ground surface, data from AMEC 2014 report.

ANNEX C: Cost Tables

The bidder is to quote firm unit prices for each of the items described in Table C-1, and complete the extensions (quantity multiplied by unit price) and total.

Table C-1 – Cost Table

Item No.	Parameters/Items	Quantity	Unit Price	Total Cost (excluding GST/HST)
1	Letter Report Writing and Field Program	Lump		
2	Monitoring Well Decommissioning	5		
Total Estimated Cost for Unit Price Items (Add Extensions Rows 1 to 2)				\$

***For locations where a monitoring well could not be located for decommissioning the cost of decommissioning should be subtracted from the tender bid when submitting the final invoice.**

The bidder is to quote firm unit prices for each of the work items described in Table C-2.

This cost will have no bearing on the total estimated cost of Table C-1 Cost Table to complete the Work, as per the requirements of the Terms of Reference nor will it be included for the purpose of the bid evaluation. In the event that additional work is required outside the present Terms of Reference, the TC Project Authority may request the successful bidder to proceed with the work by way of a formal contract amendment.

Table C-2 – Cost Table for Additional Work, if Required

Item No.	Parameters/Items	Unit Price
1	Well Decommissioning	

GENERAL CONDITIONS
PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

- 4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
- 4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. Time of the Essence

- 5.1. Time is of the essence of the Contract.
- 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. Indemnification

- 6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. Notices

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

8. Termination or Suspension

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

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

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

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

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

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

9. Termination due to Default of Contractor

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
- 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

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

11. Ownership of Intellectual and Other Property including Copyright

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

11.2. Technical documentation shall contain the following copyright notice:

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

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

12. Conflict of Interest and 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:

29.7.1.1 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

The Contractor understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences

subsections.

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

INSURANCE CONDITIONS FOR SERVICE CONTRACTS

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

1. DEFINITIONS

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

2. INDEMNIFICATION

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

3. PERIOD OF INSURANCE

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

4. PROOF OF INSURANCE

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

5. NOTIFICATION

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

6. INSURED

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

7. PAYMENT OF DEDUCTIBLE

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

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

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

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

10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

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