



Transport
Canada

Transports
Canada

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

REQUEST FOR PROPOSAL

DATE	April 25, 2019
TITLE	Administration, Operation and Maintenance of Havre-Saint-Pierre Airport
REQUEST FOR PROPOSAL NO.	T3033-180060
PROPOSAL	Transport Canada
DEADLINE FOR THE SUBMITTAL OF PROPOSALS	June 4, 2019 at 2:00 PM, Eastern Time

PART 1 GENERAL INFORMATION

1. Introduction

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

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

List of documents pertaining to the Request for Proposal

- Appendix A Offer of Services
- Appendix B General Conditions
- Appendix B.1 Conditions regarding Insurance
- Appendix C Technical Specifications
- Appendix D Technical Evaluation Criteria
- Appendix E Terms of Payment
- Appendix F Security Requirements
- Appendix F.1 Security Requirements Check List (SRCL)
- Appendix G Contractor's Responsibilities Regarding Official Languages
- Appendix H Federal Contractors Program for Employment Equity
- Appendix I Contractor's Declaration
- Appendix J Requirements for Signature

2. Summary

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

3. Duration of Contract

The contract will cover a period of one (1) year with the option of extending the service period for four (4) periods of one (1) year each, under the same conditions. Transport Canada may exercise this option at any time by sending a written notice to the Contractor four months before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

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

4. Security Requirements

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

5. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Comprehensive Economic and Trade Agreement (European Union), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA) and the World Trade Organization-Government Procurement Agreement (WTO-GPA).

6. Debriefing

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

7. Procurement Ombudsman

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

PART 2 INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal:

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

2. TERMS AND CONDITIONS

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

3. TENDER CLOSING

- 3.1. The Tendering Office will receive tenders until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- 3.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be notified in due form of the new date and time.

Closing date and time for the submission of tenders:

June 4, 2019, at 2:00 PM, Eastern Time

Location for submitting tenders:

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

Office hours:

Monday to Friday from 8:00 to 12:00 (noon) and between 1:00 PM to 3:00 PM.
Tenders submitted by fax, e-mail or Internet will not be accepted.

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

4. ENQUIRIES – BID SOLICITATION

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

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

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

Contracting Authority:

Hélène Lewis
Senior Materiel and Contracting Officer
Contracting and Materiel Services
Transport Canada
E-Mail: helene.lewis@tc.gc.ca
Fax: 514-633-2925

All questions and answers will be presented as an addendum to the Request for Proposal and will be published on the Government Electronic Tendering Service Buy and Sell website, <https://buyandsell.gc.ca> . All addenda submitted under this process will be part of the tender documents.

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

5. APPLICABLE LAWS

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

6. MANDATORY SITE VISIT

It is **mandatory** that the bidder or a representative of the Bidder visit the work site.

Arrangements have been made for the site visit to be held on **Thursday, May 9, 2019 at 10:00 AM, Eastern time**, at the Havre-Saint-Pierre Airport at 1550 B rte de l'Aéroport, Havre-Saint-Pierre, Québec, G0G 1P0. The meeting point will be inside the terminal.

It is mandatory that the bidders provide and wear a high visibility vest during the site visit.

Bidders are requested to communicate with the Contracting Authority **no later than Monday, May 6, 2019 at 3:00 PM, Eastern Time**, to confirm their attendance. Bidders will be

required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit.

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

7. SCOPE OF WORK

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

8. INSURANCE

See appendix B.1, Conditions regarding Insurance.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. SIGNING OF THE TENDER DOCUMENTS

See attached form, Appendix K, Requirements for Signature.

11. TENDER VALIDITY PERIOD

11.1. Unless otherwise specified in the Request for Proposal, tenders shall remain firm and valid for a period of ninety (90) days following Tender Closing Time.

11.2. Notwithstanding Section 11.1, if the Minister deems it necessary to extend the period for acceptance of tenders, the Minister shall notify the tenderer in a written notice to that effect prior to the expiration of such period, whereupon the tenderer shall have 15 days from the date of receipt of the notice to, in writing, either accept the requested extension or withdraw the tender.

12. INCOMPLETE TENDERS

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

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

13. REFERENCES

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

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

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

14. CONDITION OF CONTRACT AWARD

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

Canada reserves the right to:

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

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

15. SUBMITTAL OF FORMAL TENDERS

Tenders must respect the format indicated and be properly filled out and presented as per the instructions. Tenders are to be submitted using the following two-envelope system:

ENVELOPE 1 – TECHNICAL PROPOSAL

Your proposal must form the basis of a contractual agreement and meet all the requirements set out in the Technical Specifications, appendix C, in sufficient detail to enable evaluation based on the Technical Evaluation Criteria specified in appendix D.

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

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

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

ENVELOPE 2 – FINANCIAL PROPOSAL

Tenderers must complete and return TWO copies of the “ Appendix A - Offer of Services” form, appendix A duly completed and signed, in Envelope 2, Financial Proposal.

Note: Envelope 2 must only contain financial information. All technical information supporting the proposal must be in Envelope 1, as Envelope 2 will only be opened after the technical evaluation is complete, and only if the technical proposal meets the requirements of the Evaluation Procedures and Basis of Selection.

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

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

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

**PART 3
EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures

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

1.1 Technical Evaluation – Mandatory Criteria

- a) Mandatory of the site visit;
- b) Submittal of all mandatory documents and referenced documentation required as per the Technical Evaluation Criteria, appendix D;
- c) Addendum, if so.

2. Basis of Selection

A bid **must** comply with the requirements of the bid solicitation and meet **all** mandatory technical evaluation criteria to be declared responsive. The Financial Bid presented in the Pricing Schedule, under section 8.2 of the Offer of Services (Appendix A) will be considered for financial evaluation.

The proposals received will be evaluated for all the requirements in the Request for Proposals, including the technical and financial evaluation criteria. The contractor will be selected based on the admissible proposal whose technical merit/price ratio is the highest. The total score given to each proposal will be calculated as follows:

Evaluation of the technical proposal

$$\frac{\text{Total technical points}}{\text{Maximum technical points}} \times 70\% = \text{maximum of 70 points}$$

The tenderer who submits the lowest-cost proposal will receive the maximum financial points (30 points)

The other proposals will be evaluated using this formula:

$$\text{Financial score} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)} \times 30}{\text{Tenderer's TOTAL ESTIMATED COST (\$)}}$$


See attached form, Appendix D, Technical Evaluation Criteria.

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR Title : Administration, Operation and Maintenance of Havre-Saint- Pierre Airport
NUMBER – NUMÉRO T3033-180060
DATE DUE – DÉLAI June 4, 2019 at 2:00 PM, Eastern Time

TENDER - SOUMISSION

TENDER RECEPTION/
RÉCEPTION DES SOUMISSIONS

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

 Transport Transports Canada Canada Finance and Administration – Quebec Region Contracting and Materiel Services	File no.: T3033-180060
	Page: 1 of 4
APPENDIX A OFFER OF SERVICES	

Offer for: Contract for the Administration, Operation and Maintenance of Havre-Saint-Pierre Airport

Offer submitted by: _____
 (Name of company)

 (Full address)

GST number: _____ **Business number:** _____

Telephone number: _____

Fax number: _____

Contact person: _____

E-mail address: _____

1. The Undersigned (hereinafter referred to as “the Supplier”) hereby offers to provide Her Majesty the Queen in Right of Canada (hereinafter referred to as “Her Majesty”), represented for the purposes hereof by the Minister of Transport (hereinafter referred to as “the Minister”), with the necessary expertise, supervision, materials, equipment and all that is needed to complete, to the entire satisfaction of the Minister or her authorized representative, the services described in the Technical Specifications in the attached Appendix C.

2. The Supplier hereby offers to perform and complete the work at the location and in the manner indicated, in accordance with the following documents:
 - Appendix A Offer of Services
 - Appendix B General Conditions
 - Appendix B.1 Conditions regarding Insurance
 - Appendix C Technical Specifications
 - Appendix D Technical Evaluation Criteria
 - Appendix E Terms of Payment
 - Appendix F Security Requirements
 - Appendix F.1 Security Requirements Check List (SRCL)
 - Appendix G Contractor’s Responsibilities Regarding Official Languages
 - Appendix H Federal Contractors Program for Employment Equity
 - Appendix I Contractor’s Declaration
 - Appendix J Requirements for Signature



**APPENDIX A
OFFER OF SERVICES**

3. Security Requirements

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

4. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Comprehensive Economic and Trade Agreement (European Union), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA) and the World Trade Organization-Government Procurement Agreement (WTO-GPA).

5. Certifications

5.1 Compliance

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

6. References

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

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

7. Contract Period

The contract concluded subsequent to acceptance of the prefer offer will be awarded for a period of one (1) year, from the contract award date, with an option to extend the service period for four (4) additional periods of one (1) year each.

Transport Canada may exercise this option at any time by sending a written notice to the Contractor four (4) months before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

8. Financial Proposal

8.1 Basis of Pricing

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total



**APPENDIX A
OFFER OF SERVICES**

amount of applicable taxes must be shown separately, if applicable.

It is mandatory that the Bidders submit firm prices for each period specified below (Pricing Schedule), for the one-year period and the four (4) additional periods of one year each.

8.2 Pricing Schedule

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

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

Period	Firm Monthly Price	Number of Months	Firm Annual Price
One (1) year firm	\$	X 12	\$
Optional year 1	\$	X 12	\$
Optional year 2	\$	X 12	\$
Optional year 3	\$	X 12	\$
Optional year 4	\$	X 12	\$
Total :			\$

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

8.3 Provisional Sum

Transport Canada (TC) will grant a provisional sum of \$20,000.00 per year to be used exclusively for training and for unforeseen and standalone repairs exceeding of \$1,500.00. Any of these requirements must pre-authorized by the Department Representative as described in Appendix C – Technical Specifications and only once the contract is awarded.

9. Authorized Travel Expenses

If an employee is sent for training at the Department’s request, the employee’s travel expenses will be advanced by the Contractor and then reimbursed according to the rates approved by the Treasury Board, without added administration fees. The Contractor must submit official travel receipts for reimbursement. Travel expenses for any other trip must be paid by the Contractor. The expenses will be reimbursed in accordance with the Treasury Board’s Travel Directive, based on the rates in effect at the time the expenses are incurred (http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp).



**APPENDIX A
OFFER OF SERVICES**

10. Signatures

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

SIGNED, SEALED AND DELIVERED this ____ day of _____ 2019.

In the presence of:

Company name: _____

Company's signing authority

Name (please print): _____ Title: _____

Signature: _____

Witness' signature: _____

Company's signing authority

Name (please print): _____ Title: _____

Signature: _____

Witness' signature: _____



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

1.1. "Amendment" means "Revision";

1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;

1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;

1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

1.5. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.

1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;

1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;

1.9. "prototypes" includes models, patterns and samples;

1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;

1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. Priority of Documents

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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,



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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.



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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.



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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.



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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,



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada’s right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

25.2 List of Names

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

25.3 Information Verification

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

25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

25.5 Canadian Offences Resulting in Legal Incapacity

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

25.5.1.1 paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or

25.5.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

25.6 Canadian Offences

The Contractor has certified that:

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

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

25.6.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or

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

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

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

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

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

25.7 Foreign Offences

The Contractor has certified that:

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

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

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

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

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

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

25.8 Ineligibility to Contract with Canada

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

25.8.1.1 terminate the contract for default; or

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

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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

- 25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
- 25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

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

- 25.8.3.1 terminate the contract for default; or
- 25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

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

- 25.8.4.1 terminate the contract for default; or
- 25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

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



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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,



**APPENDIX B
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

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 B.1
CONDITIONS REGARDING INSURANCE**

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

1. DEFINITIONS

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

2. INDEMNIFICATION

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

3. PERIOD OF INSURANCE

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

4. PROOF OF INSURANCE

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

5. NOTIFICATION

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

6. INSURED

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

7. PAYMENT OF DEDUCTIBLE

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



**APPENDIX B.1
CONDITIONS REGARDING INSURANCE**

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

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

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

10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

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



File : T3033-180060
Appendix C – Technical Specifications

TABLE OF CONTENTS

PRESENTATION OF THE AIRPORT	3
1.0 GENERAL PROVISIONS	4
1.1 CONTRACT PERIOD	4
1.2 ADMINISTRATION	5
1.3 FACILITIES PROVIDED BY THE DEPARTMENT	5
1.4 MOBILE EQUIPMENT PROVIDED BY THE DEPARTMENT	5
1.5 DOCUMENTS, EQUIPMENT AND MATERIALS PROVIDED BY THE DEPARTMENT	6
1.6 MATERIALS, SUPPLIES AND SERVICES PROVIDED BY THE CONTRACTOR.....	6
1.7 CONTRACTOR’S OBLIGATION AT THE START OF THE CONTRACT.....	6
1.8 CONTRACTOR’S OBLIGATIONS DURING THE CONTRACT PERIOD	6
1.9 CONTRACTOR’S OBLIGATIONS UPON THE CONTRACT’S EXPIRATION.....	7
1.10 BUSINESS CONTINUITY PLAN.....	7
1.11 ENVIRONMENT.....	8
1.12 DAMAGES TO THE PROPERTY	8
1.13 AIRPORT REVENUES.....	9
1.14 AIR TRAFFIC REPORTS.....	9
1.15 SPOKESPERSON	10
1.16 TRAVEL EXPENSES	10
1.17 BILLING.....	10
1.18 INTEREST, TAXES, INCOME TAXES, RULES AND REGULATIONS	10
1.19 TRANSFER OF THE AIRPORT AND AIRPORT FACILITIES.....	10
2.0 CONTRACTOR’S PERSONNEL.....	11
2.1 GENERALITIES	11
2.2 AIRPORT MANAGER.....	12
2.3 GROUNDSKEEPING, MOBILE EQUIPMENT AND PREVENTIVE MAINTENANCE PERSONNEL.....	13
2.4 EMPLOYEE TRAINING	13
2.5 EMPLOYEE ABSENCES.....	14
2.6 OVERTIME.....	14
2.7 EXCLUSIVE WORK	14
2.8 CONFLICTS OF INTEREST	15
2.9 FIRST AID	15
2.10 LODGING.....	15
2.11 TIPS	15
2.12 LOST AND FOUND ITEMS.....	15
2.13 PROTECTIVE CLOTHING AND EQUIPMENT	15

2.14	COMPLIANCE WITH THE LAWS AND REGULATIONS	15
2.15	REPORTING UNSAFE WORKING CONDITIONS	16
2.16	OCCUPATIONAL SAFETY	16
2.17	COMMUNICATIONS	16
3.0	REGULATORY MANUALS AND REFERENCE DOCUMENTS	17
3.1	GENERALITIES	17
3.2	SAFETY MANAGEMENT SYSTEM (SMS).....	18
3.3	AIRPORT EMERGENCIES	18
3.4	WILDLIFE MANAGEMENT	19
4.0	OPERATION AND MAINTENANCE	19
4.1	OPERATION AND MAINTENANCE – SUMMER SEASON	19
4.1.1	SUMMER OPERATION AND MAINTENANCE – AIRSIDE.....	20
4.1.2	SUMMER MAINTENANCE – GROUNDSIDE.....	20
4.2	OPERATION AND MAINTENANCE – WINTER SEASON.....	20
4.2.1	WINTER OPERATION AND MAINTENANCE – AIRSIDE	21
4.2.2	WINTER MAINTENANCE – GROUNDSIDE	21
4.3	MAINTENANCE PROGRAM	21
4.4	MAINTENANCE AND REPAIR OF THE ELECTRICAL INSTALLATIONS AND VISUAL AIDS	22
4.5	MAJOR REPAIRS TO THE FACILITIES AND EQUIPMENT	22
4.6	CLEANING OF THE FACILITIES	23
4.7	TRANSPORTATION OF GOODS	23
4.8	NEW FACILITIES	23
4.9	WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)	23
4.10	EXCLUDED WORK	24
	APPENDIX 1 – FACILITIES PROVIDED BY THE DEPARTMENT	25
	APPENDIX 2 – MOBILE EQUIPMENT PROVIDED BY THE DEPARTMENT	26
	APPENDIX 3 – DOCUMENTS, EQUIPMENT AND MATERIALS PROVIDED BY THE DEPARTMENT	27
	APPENDIX 4 – MATERIALS, SUPPLIES AND SERVICES PROVIDED BY THE CONTRACTOR.....	28
	APPENDIX 5 – CANADA FLIGHT SUPPLEMENT	30
	APPENDIX 6 – MAINTENANCE PROGRAM	32

Presentation of the airport

The Havre-Saint-Pierre Airport is operated by Transport Canada (TC), with a contract awarded to a company for managing airport operations. The Operator, represented by the Operations Officer at Transport Canada (hereinafter referred to as the Department Representative), remotely ensures that the operations are carried out safely, in accordance with the applicable laws and regulations.

Facilities and services

The Havre-Saint-Pierre Airport provides the community with the sole means of reliable and accessible air transport by offering commercial passenger flights year-round. Approximately 3200 people are served regionally (2018).

The Havre-Saint-Pierre Airport has a total surface area of 86.6 hectares and includes the following facilities:

- One 250 m² air terminal built in 1983
- One paved runway, 4500 feet long by 100 feet wide
- One 390 m² service garage built in 1983
- One 15 m² Electrical distribution system (FEC)
- One 40 m² pumping station
- One 40 m² sand shelter
- One container with 3 garage doors

Operating hours versus maintenance hours

Currently, the operating hours of the Havre-Saint-Pierre Airport indicated in the Canada Flight Supplement (CFS) are from 7:30 am to 4:30 pm, Monday to Friday.

Important Notice – A NOTAM has been published and is as follows:

190292 CYZV HAVRE ST-PIERRE
CYGV AMEND PUB: RWY DATA:
RCR TO READ: OPR 1230-1700Z (DT 1130-1600Z) AND 1800-2130Z (DT 1700-2030Z) MON-FRI O/T 3 HRS PN.
CRFI 1 HR PN, PLR/PCN. H24 FOR MEDEVAC 3 HRS PN 418-538-0627.

Due to the heavy precipitation and mix of precipitation that prevail in this region of the province, the Contractor must provide maintenance hours (movement areas and heavy equipment) outside of normal working hours, during the winter season, in order to respond to medical evacuations (MEDEVAC) requests which occur regularly outside the employees' normal working hours, evenings and weekends. This service must be maintained at all times. For this reason, a 3 hour pre-notice is provided in the Canada Flight Supplement (CFS).

As an indication, the number of medical evacuations in the last 3 years is:

Year 2016 – 123

Year 2017 – 139

Year 2018 – 157

This data was provided by the « Service aérien gouvernemental du Ministère des Transports, de la Mobilité durable et de l'Électrification des transports ».

Known operating costs (approximate)

Items	Quantity in 2017	Costs in 2017	Quantity in 2018	Costs in 2018
Diesel	48 995 liters	\$52 340	57 789 liters	\$62 412
Gas	161 liters	\$225	5 940 liters	\$8 325
Electricity	264 700 kWh	\$29 985	265 860 kWh	\$3 116
Cleaning products		\$5 200		\$5 200
Marking paint		\$2 420		\$2 450
Crack filler		\$3 570		\$ 3 775
Heating oil – Garage		N/A		N/A
Heating oil – Terminal		N/A		N/A
Various maintenance costs : FEC, electrical systems, plumbing, ventilation, oil and electric heating, access controls, mechanical doors		\$18 625		\$19 025

1.0 General provisions

1.1 Contract period

The contract for the ongoing administration, maintenance and operation of the above-mentioned site is in effect for 1 year firm, starting at 12:01 a.m. on August 1st, 2019, with 4 option years, subject to acceptance by the Department Representative.

Should the Department decide not to use the contract's remaining option years, it must notify the Contractor in writing at least four (4) months before the end of the contract period in effect.

Should the Contractor decide to terminate the contract, during his mandate, it must notify the Department Representative in writing at least eight (8) months before the end of the contract period in effect, to allow the Department to set up a new contract.

1.2 Administration

The Department Representative reserves the right, at any time and for any reason, to fully and freely access any and all parts of the airport, including the Contractor's records, documents and other files concerning the operation of said airport, to ensure that the Contractor is respecting the standards and requirements set by the Department.

The Contractor must fulfill its obligations in accordance with this contract and to the Department Representative's satisfaction. If the Contractor fails to do so, a written notice will be issued requiring that the Contractor make the necessary corrections. The Department Representative will establish a reasonable timeframe, depending on the nature of the obligation(s) requiring correction.

If the Contractor fails to take any action to correct the situation by the reasonable deadline stipulated in the notice, without restricting any right of set-off given by law, the Department can withhold, from all monthly payments payable under this contract, all costs and expenses relating to or arising out of this failure, to which a fifteen percent (15%) administration fee will apply.

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

1.3 Facilities provided by the Department

The Department is responsible for providing the buildings and fixed equipment listed in Appendix 1 of these specifications. The Contractor may only use these facilities for the purpose of fulfilling this contract.

The Contractor must maintain the facilities placed at its disposal in accordance with Sections 3.0 and 4.0 of these specifications and according to the maintenance plan in Appendix 6.

1.4 Mobile equipment provided by the Department

The Department is responsible for providing the mobile equipment listed in Appendix 2 of these specifications, as well as their registration. The Contractor may only use this equipment for the purpose of fulfilling the present contract.

The Contractor must maintain the mobile equipment placed at its disposal in accordance with Sections 3.0 and 4.0 of these specifications and according to the maintenance plan in Appendix 6.

The disposal of the equipment is the Department's exclusive responsibility and must be carried out by the Department Representative.

1.5 Documents, equipment and materials provided by the Department

The Department is responsible for providing the documents, equipment and materials listed in Appendix 3 of these specifications. The Contractor must notify the Department of its maintenance of the inventory of these documents, equipment and materials. The Contractor must plan for the equipment and special tools it will need and notify the Department Representative.

1.6 Materials, supplies and services provided by the Contractor

The Contractor is responsible for providing the materials, supplies and services listed in Appendix 4 of these specifications. The Contractor must provide, at its own cost and expense, all labour, oversight, services and supplies necessary for the satisfactory fulfillment of all the obligations listed in the present document.

1.7 Contractor's obligation at the start of the contract

All Crown property used by the Contractor for the purposes of this contract is listed in Appendices 1, 2 and 3. The Contractor attests that the facilities and equipment were received in good condition.

The Contractor and Department Representative will conduct an accounting inventory of all the Department's tools, materials and equipment in the Contractor's possession and control, under and pursuant to this contract. The Contractor will be notified of the removal or addition of any equipment, as well as any changes made to the site during the contract period.

1.8 Contractor's obligations during the contract period

In accordance with Sections 3.0 and 4.0 of these specifications, the Contractor must:

- Operate the airport in accordance with the requirements of the Aerodromes Standards and Recommended Practices, in relation to the airport operations manual;

- Ensure, at all times, a level of safety equivalent to that indicated in the standards and dictated by public interest and aviation safety;
- Provide the Department Representative with all information and records concerning the maintenance and operation of the equipment, materials and facilities;
- Keep and protect the contract, specifications, plans, information, drawings, materials, tools and property provided by the Department against all loss or damage from whatever cause and, without limiting the generality of the foregoing, against spying and sabotage. The Contractor may not use, return or disclose the above without the Department or its Representative's written consent, except as essential for service delivery.

1.9 Contractor's obligations upon the contract's expiration

The Contractor must keep, for the duration of the contract, and return, upon the contract's expiration, all Premises and equipment, as well as the changes made from time to time, in the same condition as at the start of the contract, with the exception of the changes, conditions or quantities resulting from the following:

- a) normal and moderate wear;
- b) theft, loss or damage to the Department's Premises, equipment or other property due to explosion, fire, lightning, a storm or a fortuitous act, or any act or event outside the Contractor's control.

The Contractor will conduct an accounting inventory of all the Department's tools, materials, supplies and equipment in its possession and control, under and pursuant to this contract.

All defects must be recorded and recognized by the Contractor's representative's signature before leaving the Premises. If there are no defects, the Contractor will immediately be granted release.

After each inventory and upon the contract's termination or expiration, the Contractor will reimburse the Department for all losses, shortages and damages to the Department's tools and equipment under the Contractor's responsibility, at the going replacement cost, all to the Department's satisfaction, except as provided in subsection 1.9 (a).

The Contractor must ensure that its Airport Manager remains on the airport Premises for at least 10 business days after the present contract's expiration, to facilitate the transition to the new contractor or airport manager, as applicable.

1.10 Business continuity plan

The Department developed a business continuity plan to quickly and efficiently resume airport operations after a service interruption. This plan identifies the steps to follow and clearly defines all the employees' responsibilities. It is the Department Representative's responsibility to develop and update the business continuity plan and provide the Contractor with a copy. The Airport Manager and his/her employees must comply with this plan, as applicable.

1.11 Environment

Without limiting the generality of any other commitment set out in this contract, the Contractor must (at its own expense) check that it is compliant, at all times, with all the laws in effect regarding the use, non-use, maintenance, non-maintenance, operation or non-operation of the Premises and the equipment and facilities erected on the Premises, if applicable, including environmental laws. The Contractor must immediately notify the Department in writing of any breach or violation of these laws or any incidents affecting the sediment, soil or water in, on, above or below the Premises. Moreover, the Contractor must, **at its own expense**:

- a) Immediately give the Department Representative notice of the extent and nature of the measures taken to comply with the stipulations in the following subsections and keep the Representative informed via written notice;
- b) Diligently carry out all work that will enable it to comply with the laws in effect;
- c) Immediately cease or require to cease all deposits, emissions, discharges, emanations, spills, leaks or run-off of any contaminant, pollutant or harmful substance in the environment or in, on, above or below the Premises, unless it is in accordance with the applicable environmental laws.
- d) Give the Department Representative notice, without delay, of all written or verbal requests, claims or proceedings or any other written or verbal notice given pursuant to the applicable environmental laws, including, without limiting the generality of the foregoing, notices of non-compliance issued by government authorities. The Contractor must keep the Department Representative informed of all subsequent related events on the Premises that concern the environmental laws.

Should a breach, violation or event occur during the contract period, due to the Contractor's fulfillment or non-fulfillment of its obligations, the Contractor must, **at its own expense and without delay**, rehabilitate the Premises or any adjacent property, including the sediment, soil and water in, on, above or below the Premises, in accordance with the laws in effect at the time of said rehabilitation work.

1.12 Damages to the property

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

- a) an accurate description of the tasks performed by all the employees, officers or attendants involved;
- b) a detailed account by every employee, officer or attendant involved, including the known circumstances and indicating if they were on duty at the time of the accident;
- c) reports by any other people with knowledge of the circumstances surrounding the damaging event;
- d) copies of all the reports to local police concerning the event;
- e) plans, sketches and photos that could help understand the exact nature of the accident; and
- f) any information or materials the Department Representative may request.

If the Contractor is responsible for any damage caused to Her Majesty's property, the Contractor must proceed to the repair at his own expense and without delay.

1.13 Airport revenues

The Department is exclusively responsible for collecting all rent payments or payments of whatsoever nature or description, payable by the concession holders or any other operator of the airport facilities or airport.

1.14 Air traffic reports

To ensure that the airport revenues are collected effectively, the Contractor will keep a report of all aircraft movements during normal working hours. This report must also include aircraft parking of more than six (6) hours. The Contractor must submit this report every month, on a form provided by the Department, by sending it to Transport Canada's Finance Department by fax at 514-633-2925 or by mail at:

Transport Canada
Finance Department
700 Leigh-Capreol Place
4th floor
Dorval, Quebec
H4Y 1G7

Landing, terminal and aircraft parking fees are collected exclusively by the Department, based on the reports provided by the Contractor.

After normal working hours, the Contractor is not required to provide additional personnel to fill out these reports. However, it must ensure that the reports reflect the situation as accurately as possible.

1.15 Spokesperson

Only the Department Representative is authorized to communicate with the media as Transport Canada's spokesperson.

1.16 Travel expenses

If the Contractor's employees are sent for training at the Department's request, their travel expenses must be advanced by the Contractor and will be reimbursed according to the rates approved by the Treasury Board without any added administration fees.

Refer to the National Joint Council website for current rates:

<http://www.njc-cnm.gc.ca/directive/d10/en>

The Contractor must submit official travel expense receipts for reimbursement. Further, the Contractor must bear the cost of all other trips made by its employees.

1.17 Billing

The Contractor must send its monthly invoice to the Department Representative at most six (6) months after the month in which the services were rendered.

The monthly maintenance checklist, provided by the Department in Appendix 6, must be filled out and included with the Contractor's monthly invoice.

1.18 Interest, taxes, income taxes, rules and regulations

The Contractor agrees to pay all interest, taxes and income taxes that may be legally imposed during the contract period concerning the airport facilities and the Contractor's activities at the airport. Property tax is the Department's responsibility.

1.19 Transfer of the airport and airport facilities

In the event that the airport and airport facilities are transferred, the Department agrees to obtain, from the new owner, a commitment to respect the Contractor's rights under this contract or any renewal of said contract, according to its contents.

The Department and Contractor agree that, starting now, in the event of a transfer, they will be mutually released of all rights and obligations under this contract or any renewal of said contract, as applicable. After the transfer, the Contractor must exercise its rights

and recourses, if applicable, against the new owner or its successors, fully exonerating the Department from all responsibility.

The Contractor agrees that, starting now, if the airport and airport facilities should be transferred, the new owner will be, for the future, solely responsible for fulfilling all of the Department's duties and obligations as set out in this contract.

2.0 Contractor's personnel

2.1 Generalities

For the purposes of this contract, the Contractor must hire qualified and necessary labour to meet the Department Representative's requirements in accordance with these specifications.

When submitting its proposal, the Contractor must provide the Department Representative with a complete list of its qualified employees assigned to operating and maintaining the airport, along with a copy of their resume. When changes occur (termination, resignation, departure, etc.), the Contractor must maintain the number of employees indicated in the contract and submit a revised list of its employees, along with a copy of their resume.

The Department reserves the right to check that the Contractor's personnel has the required permits, certificates and other attestations. In such event, the Contractor must submit a copy of these documents to the Department.

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

If the contract indicates that specific individuals must perform the work, the Contractor must provide the services of those individuals, unless that is impossible for reasons beyond the Contractor's control. In such case, the Contractor must provide the services of a replacement with similar qualifications and experience. The replacement must meet the criteria used to select the Contractor and be acceptable to the Department. The Contractor must, as soon as possible, notify the contracting authorities of the reason for replacing the individual, and must provide:

- the name of the proposed replacement and their qualifications and experience;
- copy of his resume; and
- proof that the replacement has the necessary security clearance granted by the Department, if applicable.

Under no circumstances may the Contractor allow the work to be carried out by unauthorized replacements. Upon the recommendation of the Departmental

Representative, the contracting authority can order that a replacement cease to work. In that event, the Contractor must comply with the order without delay and retain the services of another replacement in accordance with the previous paragraph. If the contracting authority does not order that a replacement cease to work, this does not mean that the Contractor is released from the obligation of meeting the contract requirements.

2.2 Airport manager

The Contractor will assign a qualified Airport Manager to the site, who will be authorized to receive instructions and other communications that may be given by the Department Representative pursuant to this contract. The Airport Manager must ensure the smooth operation of the work required in these specifications and must be able to communicate effectively in both official languages, French and English.

The Airport Manager will oversee all of the Contractor's personnel and be responsible for the following elements, without limitation:

- Apply the procedures listed in the Emergency Response Plan, Airport Security Program (if applicable), Wildlife Management Plan, SMS Manual and others;
- Respond to all incidents concerning airport safety and/or security;
- Write a report on actual or suspected safety and/or security incidents or bring them to the Department Representative's attention verbally or in writing;
- Patrol the air terminal and traffic areas in the air terminal's immediate vicinity;
- Attend security awareness training; inspect, maintain and repair the facilities that ensure airport security, such as fences, gates and doors on the airside; provide rescue services in an emergency;
- Write reports on and keep records of the maintenance program and fill out the Airport Maintenance Program checklists (daily, monthly and annually);
- Potentially drive various mobile equipment, such as a snow blowers, heavy trucks, front loaders, mechanical sweepers, tractors, graders and other equipment used for winter maintenance at an airport;
- Carry out any other duty the Department Representative may request.

The Airport Manager must meet the following requirements:

- Have at least two years of acceptable experience in an airport environment;
- Hold reliability status from the Department;
- Hold a permit for a Restricted Radio Operator Certificate (with aeronautical qualifications) issued by Industry Canada;

- Hold and maintain, a driver's license issued by the Province of Quebec, for the entire contract period:
 - a. Class 5, in the event that Airport Manager does not operate the mobile equipment mentioned above, which requires a Class 3;
 - b. Class 3, in the case where the Airport Manager operates mobile equipment mentioned above and which requires a Class 3.

2.3 Groundskeeping, mobile equipment and preventive maintenance personnel

The Contractor must provide the services of entirely qualified and competent personnel to operate and maintain the buildings and the fixed and mobile equipment.

Under the Airport Manager's general management, the maintenance personnel must, without being limited to:

- Drive various mobile equipment, such as snow blowers, heavy trucks, front loaders, mechanical sweepers, tractors, graders and other equipment generally used for winter maintenance at an airport;
- Maintain the buildings and fixed equipment listed in Appendix 1 (Facilities Provided by the Department);
- Repair, disassemble and reassemble the different parts of the equipment listed in Appendix 2 (Mobile Equipment Provided by the Department);
- Fill out the Airport Maintenance Program checklists (daily, monthly and annually);
- Attend security awareness training; inspect, maintain and repair the facilities that ensure airport security, such as fences, gates and doors on the airside; provide rescue services in an emergency.

The maintenance personnel must meet the following requirements:

- Hold reliability status from the Department;
- Hold a permit for a Restricted Radio Operator Certificate (with aeronautical qualifications) issued by Industry Canada;
- Hold and maintain, for the entire contract period, a valid Class 3 driver's license, issued by the Province of Quebec;
- Have at least one (1) year of experience operating heavy snow-removal equipment.

2.4 Employee training

The Airport Manager and its employees commit to receiving, at the Department's expense, the following regulatory training or any other training the Department Representative may deem necessary:

- Aerodromes Standards and Recommended Practices (TP 312)
- Winter maintenance
- Emergency response (onsite coordinator)
- Wildlife management
- Human and organizational factors
- Safety management system (SMS)

The Department commits to paying the registration fees for this training, at the frequency required by the *Canadian Aviation Regulations* (CAR). The Contractor's employees and the Department Representative must agree on the date for each course. The Department also commits to paying the employees' travel and living expenses according to the National Joint Council's Travel Directive, if applicable.

The Contractor's employees commit to attending this mandatory training. If an employee registered for a course organized by the Department is absent, the Contractor must make the necessary arrangements to train the absent employee and pay any related costs.

2.5 Employee absences

If the Contractor's employees are absent for whatever reason, the Contractor must maintain the level of service by taking the appropriate steps, which can include:

- a) spreading the work among the employees who are present;
- b) incurring overtime at the Contractor's expense, for work performed after the normal working hours of the employees who are present;
- c) hiring qualified personnel part-time, at the Contractor's expense.

When, for whatever reason, one or several of the Contractor's employees must be absent from work, the Contractor must ensure that at least one (1) employee is present during normal working hours, or more depending on the season, weather conditions and other considerations, including medical evacuation (MEDEVAC) requests. As mentioned on page 3 of the present technical specifications, this service must be maintained at all times.

2.6 Overtime

Overtime work performed by the Contractor's employees cannot be claimed from the Department under this contract, unless otherwise specified herein.

2.7 Exclusive work

The Contractor agrees that all employees assigned to fulfill its commitments under this contract may only be used for the purposes of this contract during the hours worked at the service location and must not perform any other tasks during said hours.

If the Contractor violates the above, compensation in the guise of damages covering the entire day(s) of work performed by the assigned employee(s) will be withheld by the Department Representative, if applicable. The termination clause set out in this contract may also be applied if deemed appropriate.

2.8 Conflicts of interest

The Department Representative can order the Contractor or one of its employees or representatives to cease all activity that may, in its opinion, be a source of conflict with the airport's operation. The Contractor and its employees or representatives must immediately comply with the directives given by the Department Representative subject to this clause.

2.9 First aid

The Contractor is responsible for providing first aid to its employees at the Site, as well as adequate supplies and equipment to meet this need.

2.10 Lodging

The Department is not required to provide the facilities needed to lodge the Contractor's personnel.

2.11 Tips

The Contractor must make sure that its employees do not, under any pretext or at any time, solicit or accept tips from passengers, tenants, clients or any other person at the service location.

2.12 Lost and found items

The Contractor must make sure that all found items are placed in the "lost and found" box in the air terminal. The Contractor may dispose of any unclaimed items on a seasonal basis.

2.13 Protective clothing and equipment

The Contractor must provide, at its own expense, any type of protective clothing and equipment its employees need to perform their duties and ensure that they wear and/or use these.

2.14 Compliance with the laws and regulations

The Contractor must, in all respects, adhere to and comply with the laws, regulations and orders issued by municipal authorities and other government agencies concerning, in any

way, the Contractor's activities under this contract. The Contractor must adhere to and comply with the regulations concerning the environment, fire prevention, traffic control, sanitary and safety measures, as well as all regulations governing the airport's operation.

The Contractor must comply with the *Canadian Aviation Regulations*, including its amendments, as well as all other regulations the Department may periodically establish, pursuant to the provisions in the *Aeronautics Act* forming Chapter A-2 of the *Revised Statutes of Canada, 1985 Act*.

The Contractor agrees and attests that it, and its employees, will respect all the rules and regulations that the Department Representative will put into effect. If the Contractor is able to prove that these changes will incur additional costs, it may, with the Department Representative's prior approval and by presenting supporting documents, claim all relevant additional amounts.

2.15 Reporting unsafe working conditions

The Contractor must notify the Department Representative without delay of any working conditions considered to be unsafe so that the Representative can take the appropriate measures to correct the situation.

2.16 Occupational safety

The Contractor must respect the occupational health and safety regulations issued by the Province of Quebec's Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) and other relevant regulations. The Contractor must:

- a) provide first-aid training to its employees with an organization recognized by the Standards, Equity, Health and Safety Commission (Commission des Normes, de l'équité, de la santé et de la sécurité du travail – CNESST);
- b) favour a stringent occupational safety program;
- c) notify the Department Representative of all accidents having caused injury to personnel or having damaged material and/or property;
- d) establish a routine safety inspection schedule and respect it;
- e) help the Department's personnel conduct accident investigations, if applicable;
- f) provide all additional safety reports that may be required by the Department Representative.

2.17 Communications

The Contractor is responsible for providing the materials, supplies and services listed in Appendix 4 of these specifications. The Department Representative must be able to communicate with the Contractor electronically or verbally at all times. The cell phone

number of the Airport Manager should be known to the Department Representative. Also, the Contractor must prerecorded a voice message on the fixed telephone provided by the Department, identifying the Airport, and which will allow to leave a telephone message.

3.0 Regulatory manuals and reference documents

3.1 Generalities

The Department Representative will provide the Contractor with a copy of above regulatory manuals and reference documents. The Contractor and its employees must be aware of these manuals, including their roles and responsibilities, and comply with them.

SOURCE	DESCRIPTION
Regulatory manuals and reference documents provided by the Department Representative	Operations Manual Safety Management System (SMS) Manual Winter maintenance Plan Emergency Response Plan Wildlife Management Plan Canadian NOTAM (Notices to Airmen) Procedures Manual TP 312 5 th Edition (September 2015) – Aerodrome Standards and Recommended Practices AC 302-013 (last edition) – Airport Winter Maintenance and Planning AC 300-005 (last edition) – Changes to Runway Surface Condition Reporting AC 302-014 (last edition) – Runway Ice Control Chemicals AC 302-026 (last edition) – Decelerometer Performance Specifications
NAV Canada Aeronautic publications provided by the Contractor	Canada Air Pilot (CAP 5) Quebec (English) Canada Flight Supplement (CFS)

At all times, the Contractor must operate the airport according to the Airport Operations Manual and other regulatory manuals. The work the Contractor performs must comply with what is set out in these specifications and meet the Department Representative's requirements. The Contractor must hire qualified personnel to operate and perform maintenance, including preventative maintenance, on the aerodrome's various equipment, buildings, structures and facilities.

During the contract period, if the Contractor is unable to effectively perform all of the work required under this contract with the labour resources indicated in the Work Plan proposed in its technical tender, the Contractor is responsible for identifying and bearing all the changes required.

The Contractor must help anyone authorized by the Department to inspect or take the necessary safety measures concerning the services.

3.2 Safety Management System (SMS)

The Department has implemented a Safety Management System (SMS) to detect and correct all safety-related problems before they result in an accident or incident. To support the Department's application of the airport's SMS, the Contractor must write a report on all actual or suspected safety or security incidents or bring them to the Department Representative's attention verbally or in writing.

An SMS manual was developed and has been given to the airport's employees. The Department reviews and updates this manual every year. The Contractor and its employees must familiarize themselves and comply with their roles and responsibilities as indicated in the SMS manual.

The Contractor's personnel must also attend Airport Security Committee meetings organized by the Department Representative once a year or more if required.

The Department will pay the travel and living expenses incurred to attend these meetings in accordance with the Joint National Council's Travel Directive, if applicable.

3.3 Airport emergencies

The Department has established an Emergency Response Plan (ERP) for the airport's activities. This plan helps coordinate the measures that must be taken in an emergency at the airport or in its vicinity.

The Department reviews and updates the ERP every year after testing the Plan via an emergency exercise held in the classroom or generally. The Contractor will receive a copy of the new version. The Contractor and its employees must familiarize themselves with their roles and responsibilities as indicated in the airport's ERP and comply with the Plan in emergency situations. The airport's ERP must be accessible and available for consultation at all times.

3.4 Wildlife management

The Department has established a Wildlife Management Plan (WMP) to mitigate wildlife-related hazards. The WMP aims to ensure the safety of passengers and crew members by reducing wildlife-related hazards for aircraft and airport operations at the aerodrome and in its surrounding area. The Department reviews and updates the WMP every two years or as needed, in accordance with the *Canadian Aviation Regulations*.

The Contractor will receive a copy of the new version of the Plan, which it must read and comply with. The WMP must be accessible and available for consultation at all times.

4.0 Operation and maintenance

A copy of the aerodrome's Canada Flight Supplement, in effect at the time of writing the specifications, is included in Appendix 5.

The published information could be modified according to specific punctual needs.

4.1 Operation and maintenance – Summer season

The summer season begins on May 1st and ends on October 31th.

The normal working hours during this season are 7:30 am to 4:30 pm, local time, from Monday to Friday.

Depending on the seasonal variations, the Contractor must determine whether and unforeseen incidence occurs in summer or winter and take appropriate measures to overcome its disadvantages.

The Airport must be accessible at all times, unless a special situation requires the Contractor to temporarily suspend the use of the runway.

In the case of scheduled commercial flights (arrivals and departures), non-scheduled flights or emergency medical evacuations (MEDEVAC) flights outside the normal working hours, a 3 hour notice is required as indicated in the Canada Flight Supplement (CFS) to allow the Contractor's Staff to inspect the runway and make the manoeuvring areas accessible.

4.1.1 Summer operation and maintenance – Airside

The Contractor must keep the aircraft operation surfaces in good and safe condition and provide the parts, materials and products required for their maintenance. During the summer season, the annual maintenance work includes, without being limited to:

- Checking the visual aids' power supply cables, and aligning and calibrating the aids
- Inspecting the movement areas' surfaces and sealing any cracks
- Marking the runway and other paved areas
- Maintenance and repair of fences and barriers
- Levelling the shoulders of the movement areas
- Cutting brush and mowing grass, including the exterior of perimeter fences, to a width of 10 feet, in accordance with the Airport Wildlife Plan
- Cleaning the ditches and underground drainage pipes
- Inspecting and repairing the mobile equipment
- Various seasonal work, including painting of buildings and storage tanks, etc.

4.1.2 Summer maintenance – Groundside

The Contractor must maintain all roads and parking areas and all related drainage ditches and installations.

Summer maintenance requires levelling all the gravel surfaces, passing the sweeper, monitoring all the roads and fences for erosion, maintaining all the drainage systems and motor vehicle parking lots, marking the paved surfaces and sealing any cracks.

4.2 Operation and maintenance – Winter season

The summer season begins on November 1st and ends on April 30th.

The normal working hours during this season are 7:30 am to 16:30 pm, local time, from Monday to Friday.

Depending on the seasonal variations, the Contractor must determine whether and unforeseen incidence occurs in summer or winter and take appropriate measures to overcome its disadvantages.

The Airport must be accessible at all times, unless a special situation and/or runway conditions and/or climate conditions require the Contractor to temporarily suspend the use of the runway.

In the case of scheduled commercial flights (arrivals and departures), non-scheduled flights or emergency medical evacuations (MEDEVAC) flights outside the normal working hours, a 3 hour notice is required as indicated in the Canada Flight Supplement (CFS) to allow the Contractor's Staff to inspect the runway and begin snow removal operations, in accordance with the Airport Winter Maintenance Plan, in order to make the manoeuvring areas accessible.

The Contractor is responsible for transporting the snow and must comply with the special provisions in the airport's snow removal plan, if applicable.

Winter maintenance involves snow removal and de-icing, which includes spreading sand and/or formate.

4.2.1 Winter operation and maintenance – Airside

At all times, winter operations must be performed in accordance with the Airport Winter Maintenance Plan.

The Contractor must take appropriate action in the event of inclement weather conditions, the effects of which persist and extend on the runway, such as freezing rain, excessive snow accumulation, etc., to ensure continuity of operations.

4.2.2 Winter maintenance – Groundside

In accordance with the Airport Winter Maintenance Plan, the Contractor must maintain all of the Department's roads, parking areas, drainage ditches and installations.

Winter maintenance of these facilities involves removing snow and ice and spreading sand when needed.

4.3 Maintenance program

To meet the requirements of Chapter 9 of TP 312, Aerodrome Maintenance, the Department has developed a maintenance program (including preventive maintenance) to maintain the facilities and ensure safe, regular and efficient air navigation. The Contractor must maintain and repair the Department's facilities, namely the buildings and the fixed and mobile equipment listed in appendices 1 and 2. The Contractor's personnel must fill out the checklists in Appendix 6 of these specifications, at the set frequencies. The checklists must be kept at the airport, be available for consultation at all times and be sent to the Department Representative at the latter's request.

Preventive maintenance lists of buildings, fixtures, electrical installations and visual aids will be sent to the Contractor as they are developed by the Department.

Note: Preventive maintenance means scheduled work, carried out to prevent all breakdown or deterioration of the facilities.

4.4 Maintenance and repair of the electrical installations and visual aids

As required in Sections 3.0 and 4.0 of these specifications, the Contractor must maintain all electrical installations and visual aids. The Contractor's personnel must fill out the maintenance program checklists. The checklists must be kept at the airport, be available for consultation at all times and be sent to the Department Representative at the latter's request.

If repairs are required, the Contractor must provide the parts and labour.

The work must be carried out by an electrician who is a member in good standing of the Corporation des Maîtres électriciens du Québec. For each repair, the Contractor must purchase the necessary parts, hire an electrician and pay the total cost of the invoice. It may then claim costs exceeding \$1,500 from the Department.

Important note: The Contractor must receive the Department Representative's prior authorization for every standalone repair exceeding \$1,500.

4.5 Major repairs to the facilities and equipment

As required in Sections 3.0 and 4.0 of these specifications, the Contractor must maintain all airport facilities and equipment provided by the Department, which are listed in appendixes 1 and 2 of this document. The Contractor's personnel must fill out the maintenance program checklists. The checklists must be kept at the airport, be available for consultation at all times and be sent to the Department Representative at the latter's request.

If repairs are required, the Contractor must provide the parts, materials and labour.

For each repair, the Contractor must provide the necessary parts, materials and labour and pay the total cost of the invoice. It may then claim costs exceeding \$1,500 from the Department. The Department commits to paying costs in excess of this amount unless the repairs were required due to lack of maintenance or a human factor (error, negligence, etc.), in which case the Department will be released from all such obligations and the Contractor will be required to carry out the repairs at its own costs and expenses. All of this will be at the sole discretion of the Department Representative, whose decision will be final and without appeal.

Important note: The Contractor must receive the Department Representative's prior authorization for every standalone repair exceeding \$1,500.

4.6 Cleaning of the facilities

The Contractor is responsible for waste collection and cleaning the facilities provided by the Department, namely the following areas:

- Air terminal waiting area and entryway
- Luggage room
- Washrooms in the air terminal and service garage
- Mechanical and electrical service room
- Service garage and administrative offices
- Furnace/heating room
- Window washing

The air terminal must look clean and tidy during opening hours of the terminal. In the event of spills or other, the Contractor must take immediate steps to clean the affected areas. All deep cleaning must be carried out when there are no passengers in the air terminal.

During the winter, the Contractor is responsible for the removal of snow and ice, in addition to sandblasting parking, sidewalks and easy access to the landside and the airside.

4.7 Transportation of goods

The Contractor must ensure the transportation of all goods intended for the Department at the airport site or vice versa, by using the Department's vehicles and providing the labour. All transportation of goods that cannot be performed with the Department's vehicles must be pre-approved by the Department Representative.

4.8 New facilities

The Contractor must operate, maintain and repair all new runway, taxiway, motor vehicle parking area and access road sections, all building extensions, new facilities and services, as well as all additional rolling stock used on the airport site. If the Department requires additional personnel, payment for these services will be at the rate agreed upon by the Department Representative and the Contractor.

The cost of maintaining and operating the new facilities will be established by the Contractor and the Department Representative, who will take into consideration all requests to increase the contract that can be justified by the Contractor.

4.9 Workplace Hazardous Materials Information System (WHMIS)

The Contractor must respect the federal legislation, comply with the regulations concerning WHMIS and provide compliant safety data sheets. Products used on the

Premises must bear a label informing users of the product's main hazards and the basic safety measures that need to be taken.

4.10 Excluded work

The Contractor is not responsible for the following:

- a) providing the materials the Rescue Service needs to fight fires;
- b) providing administrative services involving the legal agreements;
- c) providing the furnishings for the public areas and administrative offices.

APPENDIX 1 – FACILITIES PROVIDED BY THE DEPARTMENT

LIST OF BUILDINGS

Terminal

Garage

Electrical distribution system (FEC)

Sand/formate warehouse

Pumping station

Container with 3 garage doors

LIST OF FIXED EQUIPMENT

Storm drain system

Sanitary sewer system

Septic system approximated capacity of 30 000 liters

Water supply system

Fuel storage and distribution

Generator set (terminal)

Heating system

Ventilation system

Electrical/lighting systems

Ventilation system

Plumbing system

Compressed air system

Electric and hydraulic gates (replaced in September 2018)

Keyboard lock on air side pedestrian door

Perimeter fence or any other fence on the site

Check/calibrate the exhaust fan detection sensors in the garage

APPENDIX 2 – MOBILE EQUIPMENT PROVIDED BY THE DEPARTMENT

Inventory No.	Description
60-T402	Snowblower Larue 2015 – T70114
62-9804	Loader Case 1998 – JEE55964
56-T201	Plow Truck Peterbilt 365 – 1NPSJ59X9CD140914
53-T840	Pickup Chevrolet 2018 - 1GC2KUEG3JZ264441
Q501092	Asphalt Spreader 2016
Q501093	Snow Plow 2016
Q201094	Painting Machine Graco 2016
71-T407	Snow Bucket Craig 2015
62-T301	Compressor Atlas 2012 - HOP040472
Q501176	Pressure Machine 2018
Q501016	Floor washing Machine Nobles 2012
71-T201	Snow Plow EDF 2012 - 12-5012-24487
69-9404	Spreader Homemade 1994 (will be replaced in March 2019)
67-T201	Runway Sweeper TENCO 2012 - 45746
53-T107	Ford Pickup F-250 2011 - 1FTBF2BT9BEB20976
66-Y402	Grader Volvo 2005 - 10005670
59-Y701	Removable Snowblower RPM 2012 - 2229RPM
61-9211	John Deer Tractor 1992 - LO2955T760194
71-Y602	Spreader Fisher 2006 - 05082030000594706-1
Q501023	Lawn Tractor Ariens 2013 - 1849
67-8913	Runway Sweeper SMI 1989 - 5119D
Q201099	Trailer 2016 - RH5189H

APPENDIX 3 – DOCUMENTS, EQUIPMENT AND MATERIALS PROVIDED BY THE DEPARTMENT

The Department will provide the following documents, equipment and materials:

REGULATORY MANUALS AND OTHER DOCUMENTS:

- Operations Manual
- Winter Maintenance Plan
- Emergency Response Plan
- Wildlife Management Plan
- Safety Management System Manual
- Preventive maintenance program checklists (Appendix 6)
- Confined space entry and lockout program
- Fire Safety Plan
- Aerodromes Standards and Recommended Practices (TP 312)
- *Canadian Aviation Regulations (CAR)*
- *Aeronautics Act*
- NOTAM (Notice to Airmen) Procedure
- Air traffic report form
- Plans and drawings of the buildings

EQUIPMENT:

- Radios
- Decelerometer
- Electronic Runway Condition Reporting Equipment
- Sweeper brushes and spacer rings
- Computer(s)
- All-in-one printer(s)
- Fixed telephone
- Surveillance camera
- Card reader system
- Basic tools (inventory)
- Flags (Quebec and Canada)

MATERIALS:

- Runway de-icing products
- Gravel
- De-icing salt for the passenger parking lots

As stipulated in clauses 4.4 and 4.5, the Department will reimburse, after approval, the cost of the parts, materials and labour for repair work on the Department's mobile equipment and facilities in excess of \$1,500.

APPENDIX 4 – MATERIALS, SUPPLIES AND SERVICES PROVIDED BY THE CONTRACTOR

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

SERVICES:

- Parts, materials and labour, as indicated in clauses 4.3, 4.4 and 4.5 of these specifications
- Internet, telephone, cellular and fax service costs
- Cost of electricity for the air terminal, garage, runways, parking lot and other buildings
- Annual inspection, refilling and hydrostatic testing of the air terminal and garage's fire extinguishers
- Annual inspection of the electromechanical systems
- Extermination service
- Cleaning services
- Locking and opening the air terminal's doors at the end of the hours of operation
- Getting to the site at night when the alarm system sounds
- Complying with the insurance terms, as indicated in the contract
- Paying for vehicle inspections required by the S.A.A.Q
- Paying all taxes imposed on the airport facilities and the Contractor's activities (water tax, waste collection, sewer tax)
- Checking/calibrating the exhaust fan detection sensors in the garage
- Annual calibration of decelerometer
- Maintenance costs of the Electronic Runway Condition Reporting Equipment

MATERIALS:

- Cable in the CCU room
- NAV Canada Aeronautic publications (Canada Flight Supplement-CFS), Canada Air Pilot (CAP) Instrument Procedures (CAP 5 and CAP 6) – Anticosti VFR nautical chart (VNC) (AIR 5011)

SUPPLIES:

- Tires for all the vehicles
- Paint to maintain the facilities (buildings, storage tanks, etc.)
- Paint for the runways, taxiways and parking lot
- Runway lights (bulbs and fixtures, electrical power supply, flags and runway lights reflectors)
- Wind direction indicators (wind socks)
- Crack sealant
- Lights, fluorescent lights and ballast for the air terminal and garage
- Replace the equipment and clothing used by employees after they enter confined spaces
- Replace the lockout material required by the lockout procedures
- Fill out the daily, monthly and annual inspection checklists
- Paper supplies
- Bottled water and cups in the air terminal and garage
- Propane
- Diesel fuel, gas

- Rental and filling of argon bottles
- Paper towels (Multifold or Westroll brand, or in rolls)
- Toilet paper
- Paper cups
- Hand soap
- All other materials, equipment and supplies required to adequately carry out the cleaning work required under this contract. *Note that all maintenance product containers must comply with federal Workplace Hazardous Materials Information System (WHMIS) legislation.*
- Replace the items in the spill kit below once used:

	SPILL KIT	✓
		95-gallon collection drum (overpak)
	1 absorbent roll - 19" x 144" (47.5 cm x 4,320 cm)	
	50 absorbent sheets - 17" x 19" (42.5 cm x 47.5 cm)	
	5 absorbent socks - 3" x 48" (7.5 cm x 120 cm)	
	5 absorbent socks - 3" x 120" (7.5 cm x 300 cm)	
	4 containment booms - 5" x 120" (12.5 cm x 300 cm)	
	1 drain cover - 36" x 36" (90 cm x 90 cm)	
	3 garbage bags - 26" x 36" (60 cm x 90 cm)	
	2 absorbent bags designed to hold oil (25 litres)	
	1 folding shovel	
	2 pairs of protective glasses	
	2 pairs of nitrile gloves	
	2 Tyvek coveralls	
	1 cup	
	Various tools	
	2 pairs of oil-resistant boots	

APPENDIX 5 – CANADA FLIGHT SUPPLEMENT

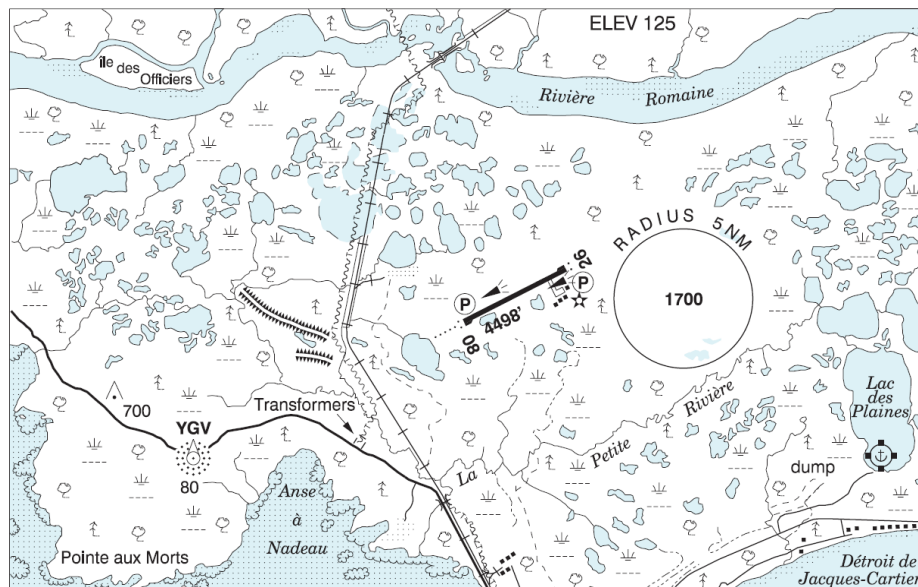
CANADA FLIGHT SUPPLEMENT / GPH 205 Effective 0901Z 25 April 2019 to 0901Z 20 June 2019

QUEBEC

AERODROME/FACILITY DIRECTORY

HAVRE ST-PIERRE QC

CYGV



REF	N50 16 55 W63 36 40 3N 20°W (2012) UTC-5(4) Elev 125' A5011 LO7 CAP	
OPR	Transport Canada (Opr), AÉROPRO (APM) 418-538-3507/0627 Tml & ldg fees Cert	
PF	B-1 C-2,3,4,5,6	
FLT PLN	(bil) NOTAM FILE CYZV Québec 866-GOMÉTÉO or 866-WXBRIEF (Toll free within Canada) or 866-541-4105 (Toll free within Canada & USA) ACC Montréal 800-633-1353 WX METAR AUTO H24 (see COMM) TAF H24, issue times: 02, 08, 14, 20Z. WxCam	
SERVICES	Chg may be levied after hrs. FUEL 100LL, JA-1 OIL 15W50 S 2,6 SUP FL D-Ice JASU 10/15 PVT ADV Avjet/TSAS Mon-Fri 13-22Z† 418-355-8760 O/T call out chg 1 hr PN	
RWY DATA	Rwy 08(083°)/26(263°) 4498x100 asphalt Rwy 08 up 0.33%	
RWY CERT	Rwy 08 RVR 1200(1/4sm) day only/Rwy 26 RVR 1200(1/4sm) day only AGN IIIA	
RCR	Opr 1230-1700Z† & 1800-2130Z† Mon-Fri O/T 3 hrs PN svc chg. CRFI, PLR/PCN	
LIGHTING	08-AO (non-std 1400') (TE ME) P1, 26-AS(TE ME) P1 ARCAL-122.0 type K	
COMM	(bil) RCO Madeleine rdo 122.0 (RAAS) 11-03Z† MF Madeleine rdo 11-03Z† O/T tfc 122.0 15NM 3200 ASL (CAR 602.98) See PRO section AWOS 125.95 (English) 128.3 (French)	

QUEBEC

AERODROME/FACILITY DIRECTORY

HAVRE ST-PIERRE QC (Cont'd)

CYGV

NAV	NDB	YGV 344 (L) N50 15 53 W63 39 55
PRO		Circuit altitude 1500 ASL. ATF corridor outside MF, see Section C – Areas With Discrete Air-To-Air Frequencies. HELICOPTERS: Overflying runway with sling load is prohibited.
CAUTION		OBST: Lgtd antenna 700 ASL (575 AGL) 2.3NM W. Lgtd Twr 486 ASL (427 AGL) aprx 4NM SE. A/D: Seaplane ops on Lac des Plaines 2.4NM SE. HELI: Helicopters should not overfly AWOS stn area, aprx 300' S of rwy, W of twy, in order to not induce false data to sensors thus generating erroneous weather reports (METARS). BLASTING: Periodic blasting ops 18NM NE of aprt sfc to 4265 ASL within a 1.1NM radius of the quarry 13-23Z†.

Important Notice – A NOTAM has been published and is as follows:

190292 CYZV HAVRE ST-PIERRE

CYGV AMEND PUB: RWY DATA:

RCR TO READ: OPR 1230-1700Z (DT 1130-1600Z) AND 1800-2130Z (DT 1700-2030Z) MON-FRI O/T 3 HRS PN.

CRFI 1 HR PN, PLR/PCN. H24 FOR MEDEVAC 3 HRS PN 418-538-0627.

APPENDIX 6 – MAINTENANCE PROGRAM

The preventive maintenance program's daily, monthly and annual checklists.

DAILY CHECKLIST

*Airport: _____

*Date (yyyy/mm/dd): _____

*Person in charge of the inspection: _____

*Time: _____

*Signature by the person in charge of the inspection: _____

*Reason the inspection was not conducted _____

*** MANDATORY INFORMATION**

Section A	Movement areas	Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Runway(s) - General appearance							
1.1	Runway surface (no FOD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2	Crack sealing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Condition of the surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Taxiway - General appearance							
2.1	Taxiway surface (no FOD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.2	Crack sealing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.3	Condition of the surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Apron - General appearance							
3.1	Apron surface (no FOD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.2	Crack sealing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.3	Condition of the surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.4	Concrete slab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments: _____								

Section B	Airport lighting	Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Runway lights							
1.1	Taxiway lights - (blue)							
1.1.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2	Apron intersection lights - (yellow)							
1.2.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Runway edge lights - (white)							
1.3.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.4	Threshold lights							
1.4.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.5	Taxiway turnaround (turnaround bay) lights - (blue)							
1.5.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Approach lights (AD) - middle row - (yellow)							
1.6.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.7	Apron lights - (blue)							
1.7.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.8	ODALS (AO) - Omni-directional approach lights - (white)							
1.8.1	Flashing lights, synchronized flash sequence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.9	RIL (AS) - Runway identifier lights (white)							
1.9.1	Flashing lights, synchronized flash sequence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Visual approach slope indicator							
2.1	PAPI or VASIS							
2.1.1	Bulbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.1.2	No obstacle in front of the light beams (vegetation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Other lighting equipment							
3.1	Rotating (or flashing) beacon on the tower roof							
3.1.1	Lamp, operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.2	Obstacle lights on the airport's towers							
3.2.1	Bulbs, cover glasses, alignment, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.3	Wind sock (wind direction indicator)							
3.3.1	Bulb, shaft, swivel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.4	Illuminated traffic signs							
3.4.1	Bulbs, illuminated message	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.5	ARCAL (Test)							
3.5.1	15 minutes (length of time)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.5.2	Intensity (type J or K)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments: _____								

Section C		Winter maintenance						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Snow removal and de-icing							
1.1	Runway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2	Taxiway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Apron	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.4	Parking area and access roads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.5	Visibility of the runway lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Visibility of the traffic signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.7	Visual approach slope indicator (PAPI, VASIS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.8	Service roads on the airside	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.9	Shoulders (7.5 m) (runway and taxiway)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.10	Height of the snow piles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.11	Waste snow disposal site	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.12	Snow removal from the clearway (pre-threshold)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.13	Clearing the ends of the culverts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.14	Respecting the response time Ref. Snow Removal Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.15	Canadian Runway Friction Index (CRFI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.16	Runway surface condition transmitted (RSC)	<input type="checkbox"/>	<input type="checkbox"/>	Transmitted		<input type="checkbox"/>	Not transmitted	
1.17	De-icer used	Quantity						
1.17.1	Quantity of de-icer used (formate)				kg			
1.17.2	Quantity of abrasive (sand or gravel) used				kg			
Comments:								

Section D		Safety and security						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Access control on the airside (no incursion)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Access doors on the airside (incursion prevention capacity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Access gates on the airside (incursion prevention capacity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Parking areas and access roads (access, fluidity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Perimeter fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Pedestrian doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								

Section E		Communications and weather equipment						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Air to ground radio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Ground to ground radio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Altimeter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Anemometer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Automated weather observing system (AWOS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								

Section F		Wildlife management						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Wildlife patrol (<i>sighting? → enter in the wildlife log</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	No wildlife impact (<i>if so, produce an impact report</i>)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Grass length, brush, etc. (ref. WMP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Operation of the bird-scaring device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								

Section G		Fuel, fuel tanks and hazardous materials						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Fuel and fuel tanks							
1.1	TC's pumps and tanks (general appearance, water present, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
1.2	No stain on the ground (oil, gas, etc. Locate the site of the stain and contact TC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
1.3	No spill (if so, fill out the spill form)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
1.4	No fuel leak (if so, fill out the spill form)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Comments:								

Section H		Unrestricted area (landside)						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Access roads							
1.1	Crack sealing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
1.2	Condition of the surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2.	Parking areas							
2.1	Crack sealing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2.2	Condition of the surface	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Comments:								

MONTHLY CHECKLIST

(To be filled out by the Airport Manager each month)

*Airport: _____

*Date (yyyy/mm/dd): _____

*Person in charge of the inspection: _____

*Time: _____

*Signature by the person in charge of the inspection: _____

Signature by the Transport Canada officer: _____

Date (yyyy/mm/dd): _____

Section A	Daily inspection checklists completed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		

Section B	SMS event reports completed and follow-ups conducted with the TC officer	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		

Section C		Movement areas						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Runway(s) - General appearance							
1.1	Marking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2	Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Graded surface (safety area and runway strip)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.4	Drainage (ditches, sumps, pipes and culverts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.5	Traffic signs (structure and lettering)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.6	Stability and slope protection (no loss of material, no hole, cracks, erosion, difference in level)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Taxiway - General appearance							
2.1	Marking (yellow/wait mark)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.2	Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.3	Graded surface (safety area and runway strip)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.4	Drainage (ditches, sumps, pipes and culverts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.5	Traffic signs (structure and lettering)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Apron - General appearance							
3.1	Marking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								

Section D		Safety and security						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Emergency tow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Potable water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								

Section E		Communications						
		Functional			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Portable GPS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Satellite phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								

Section F		Wildlife management						
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up
		Yes	No	N/A	Issued - NOTAM no.	Yes	No	
1.	Wildlife impact report completed and submitted to TC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

Section G		Fuel, fuel tanks, hazardous materials and other							
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up	
		Yes	No	N/A	Issued - NOTAM no.	Yes	No		
1.	Fuel and fuel tanks								
1.1	Condition of the tank and pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>				
2.	Hazardous materials								
2.1	Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.2	Labelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3	Full spill kit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4	No waste (scrap metal, metal, empty containe, wood, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.5	No waste oil container, spent batterie, solvent, paint, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.6	Water-oil separator (liquids condition)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.	Others								
3.1	Condition of the flags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Comments:

Section H		Generator							
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up	
		Yes	No	N/A	Issued - NOTAM no.	Yes	No		
1.	Maintenance required by the manufacturer (completed sheet)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Comments:

Section I		Documentation							
		Available			Comments	Actions to take/Follow-up			
		Yes	No	N/A					
1.1	CFS - Canada Flight Supplement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.2	CAP - Canada Air Pilot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.3	AOM - Airport Operations Manual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.4	Snow Removal Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.5	ERP - Airport Emergency Response Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.6	ERP - Notification booklet (abridged ERP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.7	Grid maps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.8	WMP - Wildlife Management Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.9	Security Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.10	TP312 - Aerodromes Standards and Recommended Practic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.11	SMS - Safety Management System Manual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
1.12	Visible Safety and Non-punitive Policies (garage and terminal)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2.	Blank copies								
2.1	NOTAM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2.2	Runway Surface Condition Report (CRFI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2.3	Daily Inspection Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2.4	Accidental Spill Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2.5	Wildlife Impact Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Comments:

Section J		Unrestricted area (landside)							
		Compliant			NOTAM	SMS event report completed		Actions to take/Follow-up	
		Yes	No	N/A	Issued - NOTAM no.	Yes	No		
1.	Access roads								
1.1	Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.2	Marking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3	Drainage (ditches, sumps, pipes and culverts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.	Parking areas								
2.1	Shoulders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

2.2	Marking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.3	Drainage (ditches, sumps, pipes and culverts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:								
Monthly form - Contractor						Version 1		July 2018

ANNUAL CHECKLIST

(To fill out once a year, between July 1st and August 31st, by the Airport Manager)

Airport: _____

*Date (yyyy/mm/dd): _____

Person in charge of the inspection: _____

*Time: _____

Signature by the person in charge of the inspection: _____

Section A	Inventory of tools, equipment and materials provided by TC, reviewed and signed (attach a copy of the inventory)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments:		
Actions to take/Follow-ups:		

Section B	Documents required under the TC contract (attach copies)			
	Available	Comments	Action to take/Follow-up	
	Yes No N/A			
1.1	Valid driver's license for all the employees	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.2	Valid firearms license	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.3	Background check (new employees only)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.4	Annual certification - Decelometer calibration	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Comments:				

Section C	Annual maintenance of the mobile equipment, completed (attach the maintenance sheets)			
	Compliant	Comments	Action to take/Follow-up	
	Yes No N/A			
1.1	Pickup	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.2	Snow blower	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.3	Sweeper	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.4	Grader	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.5	Loader	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.6	Snowplow truck	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.7	Compactor	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
Comments:				

Section D	Maintenance of the buildings, systems and fixed equipment			
	Compliant	Comments	Action to take/Follow-up	
	Yes No N/A			
1.	Air terminal - Buildings and systems			
1.1	Roofing	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.2	Siding	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.3	Windows	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.4	Automatic doors	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.5	Doors and locks	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.6	Alarm system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.7	Heating system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.8	Ventilation system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.9	Electrical systems (lighting)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.10	Air conditioning system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.11	Plumbing system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.12	Video surveillance system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.13	Water heater	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.14	Access: steps, handrails, railings, reduced mobility	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
1.15	Sprinkler system	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
2.	Garage - Buildings and systems			
2.1	Roofing	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

2.2	Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4	Automatic doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.5	Doors and locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.6	Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.7	Ventilation and calibration of the exhaust fan detection sensors in the garage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.8	Heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.9	Electrical systems (lighting)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.10	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11	Video surveillance system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13	Sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.	Fixed equipment - Other					
3.1	Perimeter fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.2	Doors and gates on the airside	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3	Sanitary sewer system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	Storm drain system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	Septic system (emptied every year or every two years?)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.5	Water supply system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.6	Drinking water well (general condition)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.7	Oil tank (spent oil, heating oil, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.8	Fuel tanks, pumps (no corrosion, paint condition)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.9	Fuel tanks (up-to-date permit, displayed)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.10	Labels on TC's tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11	Propane tanks (storage)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12	Full spill kit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13	Observation wells (general condition)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.14	Halocarbon registry up to date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.15	Hazardous material safety sheets available and up to date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.16	Fire extinguishers (inspection by a qualified company)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.17	Recycling stations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Comments:

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File : T3033-180060

Appendix D – Technical Evaluation Criteria

In addition to satisfying the information contained in the technical operating specifications, the proposal must meet all the mandatory technical criteria and point-rated requirements specified below. Also, the tenderer must demonstrate, in its proposal, that it meets each mandatory criterion and point-rated requirements.

If the tenderer provides more examples than the number requested, only the examples not exceeding the number required will be evaluated, in the order submitted. The tenderer can give the same example several times, but must adapt it to the context to highlight the pertinent elements.

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

The number of years of experience indicated in the mandatory criteria and point-rated requirements is calculated up to the Request for Proposals' closing date.

MANDATORY CRITERIA

No.	Mandatory criteria	Criterion met (yes/no)	Proposal page no.
O1 Company's experience	The tenderer must have minimum work experience of 3 consecutive years (36 months) within the last 15 years, in an airport environment.		
O2 Service and resource management experience	The tenderer must describe and demonstrate, in a work plan, how it will meet the airport operation and maintenance requirements listed in the specifications. This work plan must cover the summer and winter seasons and be an integral part of the contract if the proposal is selected. The curriculum vitae of each proposed resource must accompany the work plan.		
O3 Airport manager's experience	The tenderer must propose an airport manager who has minimum 2 years of acceptable experience, within the last 5 years, in an airport environment.		
O4 Maintenance workers' experience	All personnel assigned to grounds, mobile equipment and preventive maintenance must have minimum 1 year of experience, within the last 5 years, in the use of the snow removal equipment listed in Appendix 2 of the technical specifications.		

No.	Mandatory criteria	Criterion met (yes/no)	Proposal page no.
<p>05 References</p>	<p>The tenderer must provide proof of its experience and past performance by mentioning the or all contracts executed in the last 15 years, as previously mentioned in mandatory criteria no. 01.</p> <p>The references provided by the tenderer may be verified. Transport Canada reserves the right to verify that the information is accurate and complete.</p> <p>The tenderer must ensure that the contact person for the client business' contract is aware of the services the tenderer provided and is prepared to be referenced. The technical evaluation team will attempt to contact the reference person indicated by the tenderer between 8:00 a.m. and 4:00 p.m. local time during the technical evaluation period. If the referenced client does not validate the information, the tenderer's proposal could be deemed non-compliant and may not be considered for further evaluation.</p> <p>Only proposals that demonstrate these criteria will be considered for the point-rated requirement evaluation stage.</p> <p>The tenderer must ensure that the following information is included in his technical proposal:</p> <ul style="list-style-type: none"> - Organization's name; - Aerodrome type; - Contact person's name and title; - Contact person's tel. no. and email address; - Contract location (complete address); - Contract's value; - Contract period (month and year); - Contract description. 		

POINT-RATED CRITERIA

Only proposals that meet the mandatory criteria will have the point-rated criteria evaluated.

No.	Rated criteria	Points given / Maximum points	Rating	Proposal page no.
C1	<p style="text-align: center;"><u>OPERATION</u></p> <p>The tenderer must demonstrate, <u>in a work plan</u>, how it will meet the requirements of these technical specifications during summer and winter.</p> <p>The work plan must indicate, without limitation:</p> <ul style="list-style-type: none"> - the number of resources planned to meet the operation requirements; - the resources’ work schedule, based on the operating hours indicated in the Canada Flight Supplement (CFS) and on the information available in pages 3 and 4 of Appendix C – Technical Specifications (maintenance hours vs normal working hours, MEDEVAC, etc.); - division of tasks; - continuity of activities when employees are absent. 	/30	<p>Acceptable = 10 pts: The proposed work plan does not clearly demonstrate how the requirements listed in the specifications will be met.</p> <p>Good = 15 pts: The proposed work plan demonstrates how most of the requirements listed in the specifications will be met.</p> <p>Very good = 30 pts: The proposed work plan clearly demonstrates how the requirements listed in the specifications will be met.</p>	
C2	<p style="text-align: center;"><u>MAINTENANCE</u></p> <p>Based on the maintenance program checklists provided with these specifications (Appendix 6), the tenderer must demonstrate, <u>in a work plan</u>, how it will meet the requirements of these technical specifications during summer and winter.</p> <p>The work plan must indicate, without limitation:</p> <ul style="list-style-type: none"> - the number of resources planned to maintain the buildings and fixed, mobile and other equipment; 	/30	<p>Acceptable = 10 pts: The proposed work plan does not clearly demonstrate how the requirements listed in the specifications will be met.</p> <p>Good = 15 pts:</p>	

No.	Rated criteria	Points given / Maximum points	Rating	Proposal page no.
	<ul style="list-style-type: none"> - annual planning of the maintenance activities; - division of tasks; - the snow removal team's work schedule, based on the operating hours indicated in the Canada Flight Supplement (CFS) and on the information available in pages 3 and 4 of Appendix C – Technical Specifications (maintenance hours vs normal working hours, MEDEVAC, etc.); - for which trade the tenderer plans to hire contractors, other than the resources required and planned for the operations. 		<p>The proposed work plan demonstrates how most of the requirements listed in the specifications will be met.</p> <p>Very good = 30 pts: The proposed work plan clearly demonstrates how the requirements listed in the specifications will be met.</p>	
C3	<p><u>Qualifications of the proposed resource to occupy Airport Manager position:</u> The tenderer must provide, for each employee, in a resume, the person's years of experience and training/certificates received.</p> <ul style="list-style-type: none"> ➤ Years of experience in an airport environment within the last 5 years. 	/10	<ul style="list-style-type: none"> a. 2 years = 5 pts b. More than 2 years = 10 pts 	
	<ul style="list-style-type: none"> ➤ Training certificates <i>Note: Points will be awarded for each certificate listed under « Rating ».</i> 	/30	<ul style="list-style-type: none"> a. Safety management system (SMS) training certificate = 10 pts b. Aerodrome Standards and recommended practices (TP312) training certificate = 5 points c. Emergency response (ex. On Scene controller) training certificate = 5 pts d. Wildlife management 	

No.	Rated criteria	Points given / Maximum points	Rating	Proposal page no.
			training certificate = 5 pts e. Human and organizational factors training certificate = 5 pts	
	Total points:	/100		

SELECTION METHOD

The proposals received will be evaluated for all the requirements in the Request for Proposals, including the technical and financial evaluation criteria. The contractor will be selected based on the admissible proposal whose technical merit/price ratio is the highest. The total score given to each proposal will be calculated as follows:

Evaluation of the technical proposal

$\frac{\text{Total technical points}}{\text{Maximum technical points}} \times 70\% = \text{maximum of 70 points}$

The tenderer who submits the lowest-cost proposal will receive the maximum financial points (30 points)

The other proposals will be evaluated using this formula:

Financial score = $\frac{\text{Lowest TOTAL ESTIMATED COST (\$)} \times 30}{\text{Tenderer's TOTAL ESTIMATED COST (\$)}}$

CALCULATION OF THE TOTAL SCORE

[Tenderer's **TECHNICAL SCORE** (70%)] + [Tenderer's **FINANCIAL SCORE** (30%)] = Tenderer's **TOTAL SCORE** (100%)

Only one contract will be awarded following this Request for Proposals.

SUMMARY OF THE EVALUATION PROCESS			
Did the tenderer meet all the mandatory technical criteria?			Yes/No
Point-rated technical criteria			Number of points given
TOTAL TECHNICAL SCORE:			/100
WEIGHTED TECHNICAL SCORE	$\frac{\text{Tenderer's total technical score}}{100} \times 70$		/70
WEIGHTED FINANCIAL SCORE	$\frac{\text{Lowest bidder's price}}{\text{Tenderer's price}} \times 30$		/30
TENDERER'S TOTAL SCORE	Weighted technical score (/70)	+	Weighted financial score (/30)
			/100



**APPENDIX E
TERMS OF PAYMENT**

1. BASIS OF PAYMENT

Firm price

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

2. TERMS OF PAYMENT

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

3. INVOICING

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

**Transport Canada
Manager, Airport opération (NHA)
700, Leigh Capreol
Dorval, Québec
H4Y 1G7**

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

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



**APPENDIX F
SECURITY REQUIREMENTS**

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

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

Name of Duty Authorized Representative

Signature of Duly Authorized Representative

Title

Date

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <i>13033-180060</i>
Security Classification / Classification de sécurité UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <i>Transport Canada</i>	2. Branch or Directorate / Direction générale ou Direction <i>Programmes (NHA)</i>
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Contrat d'exploitation et d'entretien de l'aéroport de Terre-Saint-Pierre

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

PRODUCTION

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



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

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat

 Security Classification / Classification de sécurité
 UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) <i>Marie Claude Trotier</i>		Title - Titre <i>Agent principal, Exploitation des aéroports</i>	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone <i>514-633-3796</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>marie.claude.trotier@tc.gc.ca</i>	Date <i>2019-02-20</i>

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

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <i>[Signature]</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>21 Feb 19</i>

 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
 Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?
 No / Non
 Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) <i>Hélène Lewis</i>		Title - Titre <i>Senior Material and Contracting Officer</i>	Signature
Telephone No. - N° de téléphone <i>514-208-5342</i>	Facsimile No. - N° de télécopieur <i>514-633-2925</i>	E-mail address - Adresse courriel <i>helene.lewis@tc.gc.ca</i>	Date

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

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature <i>Saumur, Jacques O</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Digitally signed by Saumur, Jacques O
DN: cn=CA, o=CC, ou=PWGSC TSPGC,
c=Saumur, Jacques O
Date: 2017.02.02 11:38:22 -0507

Jacques Saumur
 Contract Security Officer
 Contracts Security Division | Division des contrats sécurité /
 Contract Security Program | Programme de sécurité des contrats /
 Public Services and Procurement Canada | Services publics et Approvisionnement Canada
 Jacques.Saumur@tpsgc-pwgsc.gc.ca
 Telephone | Téléphone 613-948-1732
 Facsimile | Télécopieur 613-948-1712

Michael Sutherland
 Chief IM/IT Security
 for Organization Security Authority
 613-990-5531
Michael.sutherland@tc.gc.ca



**APPENDIX G
CONTRACTOR'S RESPONSIBILITIES REGARDING OFFICIAL LANGUAGES**



**CONTRACTORS'
RESPONSIBILITIES REGARDING
OFFICIAL LANGUAGES**

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

Transport Canada counts on your support and contribution to make our workplace one where employees feel encouraged to use the official language of their choice, and where clients and the general public are served in their preferred official language.

This brochure gives some tips to assist you in providing, as a third party, services in both official languages.



December 2005



SERVICE TO THE PUBLIC

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

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

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

IN PERSON

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



In Quebec:



Elsewhere in Canada

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

ON THE TELEPHONE

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

IN WRITING

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

- Publish any notice or advertisement in French in a French-language publication and in English in an English-language publication in the target region. If this is not possible, publish in a bilingual format in a publication of the official language of the majority.
- Establish the most appropriate medium (press, television, radio, billboards, etc.) for effectively communicating with the public in the official language of their choice.

LANGUAGE OF WORK

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

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

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

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

FOR MORE INFORMATION

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



APPENDIX H
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS

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

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

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

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


1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES, UNE OFFRE A COMMANDE OU UN ARRANGEMENT EN MATIÈRE D'UNE VALEUR D'UN MILLION DE DOLLARS OU PLUS (Y COMPRIS LES TAXES APPLICABLES) ;

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

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

If both conditions apply, you must enclose with your bid either a signed Agreement to Implement Employment Equity <https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html> or, if you had submitted one earlier, quote the official agreement number assigned by the FCP. **Please note that, without a signed Agreement to Implement Employment Equity, or an Agreement number, your bid is liable to be rejected.**

Si les deux conditions sont remplies, vous devez joindre un Accord pour la mise en oeuvre de l'équité en matière d'emploi dûment signée <https://www.canada.ca/fr/emploi-developpement-social/programmes/equite-emploi/programme-contrats-federaux.html> dans votre soumission ou, si vous en avez déjà présenté un, indiquez le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'un accord signé ou d'un numéro d'accord pourront être rejetées.**

 Transport Canada Transports Canada	Page:	1 de 5
	File no.: T3033-180060	
APPENDIX I CONTRACTOR'S DECLARATION		

CERTIFICATION - CONTINGENCY FEES, CRIMINAL CODE, PUBLIC DISCLOSURE

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

FAIR PRICE DECLARATION

We hereby certify that the prices charged

- are not in excess of the lowest price charged anyone else, including our most favoured customer, for like quality and quantity of the products / services;
- do not include an element of profit in excess of that normally obtained by us on the sale of products / services of like quality and quantity;
- do not include any portion of provincial or other taxes, including the GST/HST.

AND


The signatory certifies that the resulting contract in connection with this Fair Price Declaration is subject to audit and/or verification of prices by departmental officials. It is understood that the audit/verification may be made before or after payment is made under the terms and conditions of the contract.

The signatory further agrees that should the audit/verification demonstrate that this certification is in error, the firm shall make repayment as Transport Canada may direct in the amount found to be in excess of the lowest price.

FORMER PUBLIC SERVANT CERTIFICATION

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



 Transport Canada / Transports Canada	Page: 2 de 5
	File no.: T3033-180060
APPENDIX I CONTRACTOR'S DECLARATION	

Definitions

For the purposes of this clause,

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

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


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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

 Transport Canada Transports Canada	Page: 3 de 5
	File no.: T3033-180060
APPENDIX I CONTRACTOR'S DECLARATION	

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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


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

INTEGRITY CERTIFICATION

Clauses and Conditions under the Government of Canada Integrity Regime

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 the Integrity Regime website: <http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>
2. Integrity Regime Bidder's Declaration form:



 Transport Canada Transports Canada	Page: 4 de 5
	File no.: T3033-180060
APPENDIX I CONTRACTOR'S DECLARATION	

The bidder/proposer is required to have reviewed the resulting clauses of this solicitation that include the GC Integrity Regime conditions (appendix B) and also have reviewed 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 to Public Works Government Services Canada (PWGSC).”

- 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 PWGSC 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.

CERTIFICATION

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

Name of consultant _____
 /company

Complete address _____





APPENDIX I
CONTRACTOR'S DECLARATION

GST number _____ or Procurement Business Number (PBN)

Telephone number _____

Fax number _____

Owner's name and last name

Members of the Board of Directors:

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

Company authorized signatory

Name (print) _____

Title _____

Signature _____ Date _____





**APPENDIX J
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>
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.