



GOVERNMENT OF NUNAVUT
ECONOMIC DEVELOPMENT & TRANSPORTATION

REQUEST FOR PROPOSALS
RFP # 2011-105

**OPERATIONS, ARCTIC BAY
COMMUNITY AERODROME RADIO SERVICES (CARS)**

ISSUE DATE: July 15, 2011

CLOSING DATE: August 12, 2011



Request for Proposals

The Government of Nunavut (GN), Department of Economic Development & Transportation is requesting proposals from qualified proponents for the provisions of Community Aerodrome Radio Services (CARS) in the Community of Arctic Bay as outlined in this document.

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Instructions to Proponents

1. Proposals must be received before **July 15, 2011** at 16:00 hrs., Local time Iqaluit at:

**Government of Nunavut,
Department of Procurement & Logistics
Attention: Eetuk Groves, Procurement Officer, Procurement, Logistics &
Contracts
Tel: (867) 975-5433
Deliver to 3rd floor, W. G. Brown Building, Iqaluit, Nunavut**

Or documents may be faxed

Fax: (867) 975-5450

**Original documents must be sent to:
Government of Nunavut, Procurement & Logistics Department
P.O. Box 1000 Station 1600,
Iqaluit, NU
X0A 0H0**

Proposals received after the exact time and date noted above will be rejected.

The original and **four (4)** copies are to be submitted, quoting RFP 2011-105, **OPERATIONS, ARCTIC BAY, COMMUNITY AERODROME RADIO SERVICES (CARS)**, closing date and proponent's name on the outside of the envelope/box.

After the closing, only the identity and addresses of the proponents will be posted.

2. The GN will not be responsible for any proposal that:
 - does not indicate the Request for Proposals Title, closing date, proponents name, on the outside of the envelope
 - is delivered to any address other than that provided above.
3. Facsimile transmitted proposals will be accepted under the following conditions:
 - the proposal is received before the submission deadline at the facsimile number stated;
 - the GN will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons;
 - the GN cannot guarantee the complete confidentiality of information contained in the proposal received by facsimile;
 - the proponent shall submit an original proposal and four (**4**) copies to the address stated herein immediately following the transmission of the facsimile by the most expedient means.

To ensure the proposal is received before the closing, it is recommended that if sending proposals by facsimile to send well in advance of the tender closing date and time, and to confirm receipt by a telephone enquiry. (The facsimile line may be very busy prior to a proposal closing and is also used for other government business.)

4. All questions or enquiries concerning this Request for Proposals must be in writing and be submitted to the address provided above no later than five (5) calendar days prior to the proposal deadline. Verbal responses to any enquiry cannot be relied upon and are not binding on either party.
5. This is **not** a Request for Tenders or otherwise an offer. The GN is not bound to accept the Proposal that provides for the lowest cost or price to the GN nor any proposal of those submitted.
6. If a contract is to be awarded as a result of this request for proposals, it shall be awarded to the proponent who is responsible and whose proposal provides the best potential value to the GN. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
7. Notice in writing to a proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No proponent shall acquire any legal or equitable rights or privileges whatever until the contract is signed.

8. The contract will contain the relevant provisions of this Request for Proposals, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The GN reserves the right to negotiate modifications with any proponent who has submitted a proposal.
9. In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
10. The GN has the right to cancel this Request for Proposals at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the GN as a consequence.
11. Any amendments made by the GN to the Request for Proposals will be issued in writing and sent to all who have received the documents.
12. The GN is not liable for any costs of preparation or presentation of proposals.
13. An evaluation committee will review each proposal. The GN reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proponents may amend their proposal up to the closing date and time by facsimile. But after the closing date and time a proposal may not be amended, but may be withdrawn by the proponent at any time prior to acceptance.
15. The Access to Information and Protection of Privacy Act will define the Contract Authority's responsibilities with respect to any information received by it pursuant to the RFP process.
16. One of the priorities of the GN is to ensure Inuit, Local, and Nunavut businesses supply materials, equipment, and services, and that Inuit, Local and Nunavut labour is used to the fullest extent practical on any GN contract. Therefore, the Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy) applies to this Request for Proposals. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

Proponents can obtain information about the NNI Policy from the NNI Policy Secretariat at tel. (867) 975-7837, fax. (867) 975-7870. A registry of approved Nunavut Businesses can be accessed at the website www.kirk.ca/nubip. A listing of approved Inuit owned firms can be obtained from Nunavut Tunngavik Inc. (NTI) at tel. (867) 975-4900 or at their website www.tunngavik.com.
17. Proposals may be short listed. Proponents who are short listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
18. The proposal and accompanying documentation submitted by the proponents are the property of the GN and will not be returned.
19. Proponents should be advised that all contracts for goods and or services awarded by the Government of Nunavut (GN) are made public. The GN releases a Contract Activity Report (CAR) and a Procurement Activity Report (PAR) which makes public the names of the successful contractor / Vendor and the contract price.

20. Notwithstanding any other provision, a Bidder who responds to this RFP agrees that any claim for damages or compensation of any related directly or indirectly to a breach of contract or other cause of action arising from the RFP process, the evaluation of responses, or the final award of the contract, shall be limited to the Bidder's actual bid preparation cost. Bid preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFP. By responding on this RFP a Bidder acknowledges and accepts this limitation.
21. The GN reserves the right to reject any proposal submitted by any proponent against whom it has an unresolved claim for damages of any kind, which claim is not in litigation or to reject any submission by any proponent who in like manner, has an unresolved claim against the GN which claim is not yet in litigation. AND FURTHER TAKE NOTICE that the GN may reject any submission from any proponent with whom it is engaged in litigation before the Courts, regardless of how the matter arose in the first instance.
22. Proponents should be advised that in consideration of work references, in those situations where the GN has been a client of the Proponent in the past, the GN is automatically considered as a reference. The GN reserves the right to consider the work performance and or management experience as part of the evaluation process.

Terms of Reference

Background

The Community of Arctic Bay has a 54 hour (60 METARs) per week CARS station, open Monday through Saturday, providing the services outlined on the Service contract along with the accompanying Statement of Work. Presently this station is manned by one qualified Observer/Communicator. CARS services are being provided to the stakeholders using the Aerodrome. The successful proponent will be able to provide qualified Observer/Communicators to provide the above mentioned duties and contractual obligations.

Scope of Work

The services of a Contractor are required to:

Provide qualified Observer/Communicators suitable to the Manager, Aviation Programs to be certified at Arctic Bay CARS as of September 1, 2011.

Provide CARS services as detailed in the GN Community Aerodrome Radio Station (CARS) Service Contract with the accompanying Statement of Work for the Arctic Bay CARS including coverage of all published hours of operation as stated in the Canada Flight Supplement. The only acceptable reason for closing the Arctic Bay CARS will be due to severe weather conditions affecting the safety of the Observer/Communicator.

The Length of any contract entered into from this RFQ will be From September 1, 2011 until March 31, 2013. With an option to renew on a monthly basis for up to one year Depending on the Nav Canada Master Contract.

Schedule:

The RFQ for this project will be issued July 15, 2011. The RFQ will close on August 12, 2011.

Owner Supplied Services:

The GN requires the services as per the attached CARS Service contract and Statement of Work for Arctic Bay CARS.

Proposal Evaluation

Selection Methods

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved.

Proponents should be aware that certain mandatory requirements may have been set out in the Terms of Reference. Proposals that fail to provide these requirements shall be deemed not responsible and will not be evaluated.

Rating

The evaluation team will utilize specific criteria to rate each proposal. Ratings will be confidential and no details will be released to any of the other proponents.

Each proposal will be evaluated using the standard of the Community Aerodrome Radio Station (CARS) Service Contract and the attached Statement of Work for Arctic Bay CARS.

Each proposal will be evaluated using the following criteria:

Proponent Response Guidelines

The following information should be provided in each proposal and will be utilized in evaluating each proposal submitted.

Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy)

One of the priorities of the GN is to ensure that Inuit, Local, and Nunavut businesses supply materials, equipment and services, and that Inuit, Local and Nunavut labour are used to the fullest extent practical on any GN contract. Therefore, NNI Policy, applies to this Request for Proposal. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

Fees and Expenses

The proposal should contain cost information as follows:

- a) Cost detail and daily rate schedule. The proponent is to provide a statement of charges to be incurred for:
 - per diem rates for the contractor (or project team members);
 - overtime charges, if applicable;
 - miscellaneous expenses;
 - travel;
 - other charges.Fees should be linked to deliverables to make the contract more performance based.
- b) Prices bid must be stated in actual dollars and cents expressed in Canadian funds.
- c) The Government of Nunavut will pay the Goods and Services Tax (GST); however, do not include GST in your proposed pricing.

For this services RFP:

Bonus points will be added to the total weighted score, in accordance with the Rating Sheet formulas, for the percentage of work to be done by Nunavut and Local businesses, and for the percentage of work to be done by project team members that are residents of Nunavut and/or Local residents of the subject community,

For other types of services and/or goods (not consulting services):

The cost criteria will be adjusted in accordance with the NNI policy for the amount of work to be done by Inuit, Nunavut, and/or Local businesses and for the amount of work to be done by Inuit and/or Nunavut and Local residents.

The proposal must include cost information as follows:

1. **A per METAR rate to cover the operating costs (salary, etc) of the Arctic Bay CARS from September 1, 2011 to March 31, 2013 and include all expenses including but not limited to phones, facsimiles, long distance, and all consumables required to meet the terms of the attached CARS contract and Statement of work.**
2. **The total dollar value of the contract based upon term of the contract.**

Project Team

The Proponent is to describe the capability of the resources proposed to meet the requirements described in the terms of reference. The proposal should include the following:

- a) Resumes for the proposed project team members with a description indicating how, and in what ways the proposed resource satisfies the needs identified in the Request for Proposal.
- b) For each project team member proposed, the proponent should submit a complete personal resume.
- c) The proposal shall also include brief resumes for the proposed qualified relief Observer/Communicator member.

Local and Nunavut

Identify the place of residence of each member of the team, their home office location and provide an estimate of the percentage of work that will be performed in Nunavut and the communities. Provide an estimate of the percentage of the total work for the project that will be completed by Nunavut businesses and businesses local in the subject community for the project.

Related Experience of the Company

List the past three similar jobs that you have completed with the company name, contact person and phone number that we may contact for a reference.

Inuit Preference

In compliance with Article 24 of the Nunavut Final Agreement, the GN will provide consideration for the use of Inuit firm's goods and services, and for Inuit labour. Proponents should describe fully the proposed Inuit content. This Inuit content will be the percentage of work completed by an Inuit firm listed on the registry of Inuit firms available from Nunavut Tunngavik Inc. (NTI) and the amount of Inuit employment created.

Methodology

Proposed means of working with others (designers, GN program staff, etc.), sequence of events outlined in the schedule. (i.e. It is expected that the schedule will demonstrate how the proponent will proceed; how much time each stage is expected to take); demonstration of a good understanding of how the work is to be done; time allocated for difference tasks.

Schedule

How closely the proponent's schedule meets the project requirements in a logical manner delivering a quality service.

**Provision of CARS Services for Nanisivik
PROPOSAL RATING SCHEDULE**

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Project Team – personnel Assigned/made available to project		10	
2	Methodology or approach proposed by the consultant		10	
3	Past Relevant Company Experience		10	
4	Project Schedule		10	
5	Project Budget Fees and Expenses		25	
6	Past Performance References/ Appraisals		20	
7	Inuit Content	Inuit Labour	10	
		Inuit Firms	5	
PROPOSER _____		TOTAL:		

Comments:

Committee Member: _____ **Date:**

<p>LEGEND: A – Evaluation Points Awarded B – Weighting Factor C – Sub-Total Weighted Score (A times B)</p>	<p>RATING POINTS: Poor 0 - 3 points Fair 4 - 6 points Good 7 - 8 points Excellent 9 - 10 points</p>
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Pro-Forma Contract

The following *Pro-Forma* contractual agreement outlines key contractual requirements of the GN that are considered important to the GN and will be substantially incorporated into any resultant contract.

SC#_____

COMMUNITY AERODROME RADIO STATION (CARS) SERVICE CONTRACT

THIS Agreement made in duplicate this **01st. day of September, 2011.**

BETWEEN:

The Government of Nunavut, represented by the
Minister of Economic Development &
Transportation (from hereinafter referred to as the
"GN")

AND
Successful Contractor

(hereinafter referred to as the "Contractor").

WHEREAS the GN is responsible for the management, operation and maintenance of the Community Aerodrome Radio Station (hereinafter referred to as "CARS") located at the airport of **Arctic Bay** in Nunavut, and has agreed to supply CARS Services as specified in Schedule "A" attached hereto (hereinafter referred to as the ("Services")) to NAV CANADA at Arctic Bay, in Nunavut.

AND WHEREAS the Contractor wishes to supply the Services;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

1. For the purpose of this Contract, the GN shall be represented by the Minister of Economic Development & Transportation, Government of Nunavut (hereinafter referred to as the "Minister"), and the Minister's authorized representatives.
2. The Term of this Contract shall commence at 0000 hours Local Time on **September 1, 2011** and terminate at 2400 hours Local Time on **March 31, 2013**, unless sooner terminated according to the terms of this Contract.

3. This Contract may be terminated by the "GN" as follows:
 - (a) Upon giving 60 days' notice to the Contractor. The effective date of termination shall be 60 days after receipt by the Contractor of said notice; and
 - (b) Without notice in the event that the Contractor is found, after investigation by the GN or Transport Canada to have committed a breach of this agreement which threatened the safety of any aircraft or could have threatened the safety of an aircraft if one had been in the vicinity.
4. Schedules "A", "B", "C" and "D" shall form part of this Contract.
5. The Contractor shall supply the Services as specified in Schedule "A". The "GN" may amend its requirements for the Services on 30 days' notice to the Contractor by delivering a revised Schedule "A" to the Contractor.
6. The "GN" shall pay the Contractor for the Services specified in Schedule "A" the fees specified in Schedule "B". No payment shall be made for any METAR completed during a time when one or more of the services set out in Schedule "A" were not provided. As called for in this Agreement. Should the GN modify the requirements set out in schedule "A" substantially the parties will negotiate the appropriate increase or decrease in the fees set out in Schedule "B".
7. All payment and funding by the "GN" pursuant to this Contract is subject to Section 46 of the *Financial Administration Act*, R.S.N.W.T. 1988, c. F-4, which states:

"It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract".
8. Proper financial, accounting and personnel records shall be kept by the Contractor and made available to the "GN" for audit and inspection as may be required. In particular, the Contractor shall:
 - (a) Faithfully comply with all legal obligations to its employees, subcontractors and suppliers and provide satisfactory evidence upon demand by the GN that these obligations have been met. In the absence of satisfactory evidence that all employees, subcontractors and suppliers have been paid by the Contractor as required by the terms of their contracts with the Contractor the GN may withhold payment under this contract of an amount reasonably judged sufficient to meet these obligations.

- (b) Keep proper accounts and records of the cost to the Contractor of the supply of the Services, of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts, documents and vouchers relating thereto. The Contractor shall not, without the prior written consent of the "GN", dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later; and
 - (c) Ensure that all such accounts and records as well as any training documentation, invoices, receipts and vouchers shall at all times during the retention period referred to in sub-clause 9(a) be open to audit, inspection and examination by the authorized representatives of the "GN", who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the "GN" may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.
- 9. The Contractor is an independent contractor and is not an employee of the "GN". The Contractor is responsible for any deductions to be made from its employees' wages, such as for pension plans, employment insurance, workers' compensation or income tax.
- 10. The Contractor shall have care and custody of the CARS facilities and equipment as outlined in Schedule "C" but this shall not be construed as vesting title to the CARS facilities or equipment to the Contractor.
- 11. The Contractor shall permit representatives of the "GN", as well as representatives of NAV CANADA, to carry out inspections of the CARS. The Contractor shall comply with all directions issued by the "GN" which the "GN" deems necessary to ensure the continual, safe and efficient operation of the CARS.
- 12. The Contractor shall supply the Services in accordance with the responsibilities, standards and procedures set out in Schedule "D" and in accordance with written directions given by the "GN" from time to time.
- 13. The "GN" represents and warrants that it has been duly authorized by all necessary legislative and other governmental action to execute and deliver this Contract.
- 14. The Contractor represents and warrants that at all times during the Term of this Contract:
 - (a) The Contractor and its employees, servants, agents, successors, and assigns are competent to supply the Services;

- (b) The Services supplied shall meet or exceed the performance guarantees set out in Schedule "B"; and
 - (c) It and its employees, servants, agents, successors, and assigns have the necessary qualifications, including knowledge, skill and experience to supply the Services, together with the ability to use those qualifications effectively for that purpose.
 - (d) Will allow background security checks of their employees as a condition of employment if the GN deems them necessary for safety or security reasons. In this event the Contractor agrees to employ only those people who consent to a background check by Transport Canada's Protective Services and to provide the GN with an executed copy of a consent by each employee it wishes to employ subsequent to the execution of this contract. If the background check turns up information that shows the person to be a safety or security threat then the GN has the right to refuse to certify or maintain or maintain certification of this person.
15. The Contractor covenants that it shall not stop or suspend any part of the supply of the Services pending the settlement or resolution of any differences between the parties arising out of the Contract.
16. The "GN" shall not be liable for any injury, death or damage of the Contractor or of the Contractor's employees or agents, or for loss or damage to the property of the Contractor, in any manner based upon, arising during, occasioned by, resulting from, or in any way attributable to the performance of the Contract, unless this loss or damage is caused by negligence of an officer, servant, or agent of the "GN" while acting within the scope of their employment.
17. The Contractor shall indemnify and save harmless the "GN" and NAV CANADA and their respective servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:
- (a) Any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Services or any part thereof, except that NAV CANADA shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by NAV CANADA; and
 - (b) Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Service furnished to, or in respect of which any payment has been made by NAV CANADA.

18. Notwithstanding clause 18, the "GN" shall ensure that an insurance policy covering airport premises and operations liability resulting from bodily injury and/or property damage arising out of the Services performed by the Contractor on behalf of the "GN" is maintained in force for the duration of this Contract.
19. The GN's Aviation Liability policy includes as insured, "any municipality, hamlet, settlement or private organization (or assignees) under contract to the Named insured with respect to the management, maintenance, or operation of airport premises".
20. The Contractor shall provide, maintain and pay for any additional insurance, which is required by the Contract, or by law, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified above.
21. **The Contractor will be responsible for the payment of monthly telephone and facsimile bills, which include all long distance telephone and facsimile charges incurred in the performance of this Contract. These charges will not be billed to the GN. The GN will retain control of phone and fax line numbers of CARS operations published in the Northwestel directory beyond the completion of this contract.**
22. The Contractor shall hold confidential all information provided to the GN by or on behalf of NAV CANADA, and subsequently provided by or on behalf of the GN to the Contractor, in connection with the whole of the activities, materials, equipment, software, and facilities of the CARS and the Services and all information developed by the GN as part of the CARS and Services and shall not disclose any such information to any person without the written permission of NAV CANADA and the GN. This obligation does not apply to any information where the same information:
 - (a) Is publicly available from a source other than the GN; or
 - (b) Is or becomes known to the Contractor from a source other than NAV CANADA, except any source that is known to the Contractor to be under an obligation to NAV CANADA not to disclose the information.
23. The GN shall notify the Contractor of all royalties, which the Contractor may be obligated to pay in respect of carrying out the Contract. The Contractor shall not pay any royalties unless so directed by the GN.
24. In this clause, "Material" means anything that is created or developed by the Contractor as part of the supply of Services under the Contract, and in which intellectual property rights subsist. If the Contractor creates any such Material, the intellectual property shall vest in NAV CANADA at the time of the creation of the Material.

The Contractor shall execute such conveyances and other documents relating to title or intellectual property in the Material as required and directed by the GN.

The Contractor shall not use, copy, divulge or publish any Material, except as it is necessary to perform the Contract.

25. All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out herein, as well as the provisions concerning indemnification against third party claims, royalties and infringement, intellectual property rights and accounts and audits shall survive the expiry of the Contract or the termination of the Contract, as shall any other provision of the Contract which, by the nature of the rights or obligations set out herein, might reasonably be expected to be intended to survive.

26. Any notice given pursuant to this Contract shall be made in writing and shall be delivered personally, by registered mail, or by facsimile. Any notice shall take effect on the date of receipt of such notice.

If notice to the GN, direct to:

**Economic Development & Transportation
PO Box 105
Cape Dorset, Nunavut
X0A 0C0**

If notice to the Contractor, direct to:

Insert Contractor address

27. The Contractor may assign its obligations under this Contract only with written approval by the GN.

28. This Contract shall ensure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

29. This Contract shall be construed, interpreted, enforced and performed in accordance with, and the respective rights and obligations of the parties hereto shall be governed by, the laws applicable in Nunavut.

30. This Contract may be signed in counterpart and such execution shall be as effectual and as valid as if all signatories for all parties executed the Contract in the presence of each other. A signed facsimile or telecopied copy of the Contract shall be effectual and valid proof of execution.

31. Time shall be of the essence of this Contract.

IN WITNESS WHEREOF the parties hereto have set their hands through their authorized representatives on the day, month and year first above written.

Signed, sealed and delivered
in the presence of

THE MINISTER OF ECONOMIC
DEVELOPMENT & TRANSPORTATION
as represented by

Witness

Per: _____

Regional Director
Department of Economic Development &
Transportation

Contractor

Witness

Witness

Contractor Financial Officer

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Appendix “A” - Air Navigation Service Requirements (ANSR)

In this Schedule, and in subsequent Schedules, where used:

1 Definitions

“ANSRs” means Air Navigation Service Requirements;

“APO” means Aviation Programs Officer, Nunavut Airports Division, Department of Economic Development & Transportation, GN;

“ARCALS” means Aircraft Radio Control of Aerodrome Lighting;

“CFS” means the Canada Flight Supplement;

“Continuous” means extended, uninterrupted and without break and includes statutory holidays;

“Community Aerodrome Radio Station” or “CARS” means a radio station operated to assist local aviation activity;

“CVFR” means Controlled Visual Flight Rules;

“Designated Unit” means those flight service stations that serve as a communications link into the NAV CANADA system for dissemination of information and monitor/support the day-to-day operation of a CARS;

“DVFR” means Defence Visual Flight Rules;

“Emergency Locator Transmitter” or “ELT” means an independently powered device emitting an audio tone(s) for homing purposes, which is transmitted on 121.5 MHz or 243.0MHz;

“IFR” means Instrument Flight Rules;

“LSP” means local station procedures;

“Manager, Aviation Programs” means Manager, Aviation Programs, Nunavut Airports Division, Department of Economic Development & Transportation.

“MANOBS” means the Manual of Surface Weather Observations produced pursuant to regulations promulgated under the *Aeronautics Act*, Canadian Aviation Regulations;

“Manoeuvring area” means that part of the aerodrome to be used for the take-off and landing of aircraft and for the surface movement of aircraft associated with take-off and landing excluding aprons;

“METAR” means an hourly aviation Surface Weather Observation, which includes observations or measurements of atmospheric pressure, altimeter setting, sky condition, visibility, present weather, recent weather, temperature, dewpoint temperature, wind speed and direction, and observer remarks, in an International Civil Aviation Organization - prescribed alphanumeric code format;

“NAVAIDS” means navigational aid to aviation;

“NOTAM” means a notice containing information concerning the establishment, condition or change in any aeronautical facility, service, procedure or hazard, the timely knowledge of which is essential to personnel concerned with flight operations;

“O/C” means Observer/Communicator;

“Per ob” means per METAR;

“PIREPS” means a pilot weather pertaining to current weather conditions encountered in flight;

“Regional/Airport Manager” means the GN Regional or Airport Manager responsible for the [] airport;

“RSC” means a runway surface condition report;

“SPECI” means an Aviation Surface Weather Observation, similar to a METAR, but taken at any time that a significant change is observed in one or more of the reported weather elements;

“Station” means Community Aerodrome Radio Station;

“VFR” means Visual Flight Rules;

2 Services

Under the direction of the GN, the Contractor shall provide the Services, in accordance with O/C Manops Manual of Operations, Manual of Surface Weather Observation, Local Station Procedures Manual, and as defined below.

A) Emergency Services

I) Respond to Aircraft Emergencies

- a) Acknowledge calls from aircraft
- b) Obtain necessary information
- c) Initiate local station procedure (LSP)
- d) Forward information to designated unit
- e) Report ELT signals to designated unit
- f) Log actions

ii) Respond to Aircraft Incidents/Accidents

- a) Record necessary information
- b) Apply LSP
- c) Take accident check weather observation
- d) Forward information to designated unit

B) Air & Ground Communications Services

i) Providing Aerodrome Information Service

- a) Respond to all aircraft calls
- b) Relay wind information
- c) Relay altimeter information
- d) Relay known aircraft traffic information
- e) Relay known vehicle traffic information
- f) Request and relay PIREPs
- g) Relay current weather information
- h) Relay aerodrome conditions
- i) Log actions

ii) Provide Position Reporting Service

- a) Respond to all aircraft calls
- b) Record IFR / VFR / DVFR / CVFR position reports
- c) Forward IFR / DVFR / CVFR position reports to designated unit
- d) Relay altimeter information as required

iii) Provide Vehicle Co-Ordination Service

- a) Respond to all vehicle calls
- b) Obtain vehicle operator intentions
- c) Inform vehicle operator of aircraft traffic
- d) Issue instructions
- e) Log actions

iv) Monitor Radio Frequencies

- a) Maintain continuous listening watch on all assigned frequencies
- b) Broadcast when leaving the station for weather observations or other operational duties
- c) Do not engage in any non-operational activity, which may hinder the ability to maintain listening watch.

C) Weather Observation Service

i) Monitor Weather Conditions

- a) Maintain continuous weather watch
- b) Recognize special weather criteria

ii) Complete Weather Observations

- a) Observe atmospheric conditions
- b) Record aviation weather
- c) Transmit weather data

D) Flight Planning Service

i) Process Flight Plans/ Itineraries

- a) Endorse flight plans / itineraries
- b) Forward flight plans / itineraries
- c) Co-ordinate with pilot proposed departure times
- d) Forward arrival/departure/closure info to designated unit
- e) Relay changes in VFR / DVFR flight plans / notifications

ii) Assist in Communication Searches

- a) Respond to comm search activities as directed by designated unit

iii) Provide Flight Information

- a) Display current specified aviation publications
- b) Provide local data (NOTAM, RSC, Weather reports, forecasts)
- c) Provide other data on request

E) Communication Equipment, Nav aids and Visual Aids Service

i) Determine Operational Status Comm Equipment/Radio Nav aids

- a) Monitor comm equipment and radio nav aids
- b) Perform operational checks of comm equipment
- c) Report malfunctions
- d) Operate altimeter setting indicator

ii) Visual Aids

- a) Operate airport lighting
- b) Test ARCALs
- c) Report any malfunctions

iii) Operate Communications Equipment

- a) Operate transceivers
- b) Operate telecommunications equipment

F) Aerodrome / Facility Status Reporting Service

i) Relay Aerodrome Status Reports to Designated unit

- a) Obtain RSC
- b) Relay RSC
- c) Report abnormal conditions

G) Administrative Service

i) Maintain Station Log

- a) Make appropriate entries in CARS Journal
- b) Assemble logs
- c) File logs
- d) Apply periods of retention criteria
- e) Apply release of information criteria
- f) Apply Universal Co-ordinate Time (UTC)

ii) Perform Local Station Administration Procedures

- a) Amend publications
- b) Forward reports as required
- c) Perform month end duties
- d) Perform other administrative duties

iii) Supplementary Requirement Service

-Provide any other aviation related services deemed necessary by Manager, Aviation Programs, to operate the CARS in a safe efficient manner.

3. **Hours Of Operation**

Services shall be provided on a continuous basis during the established hours of operation as specified below. METAR observations shall be made on the first hour and each and every subsequent hour as described below. "Observations required," below indicates the total number of METAR observations required for each day of scheduled hours of operation.

<u>Days</u>	<u>GMT</u>	<u>Observations required</u>
Monday:	1200-2300	12
Tuesday:	1200-2100	10
Wednesday:	1200-2100	10
Thursday:	1200-2300	12
Friday:	1200-2100	10
Saturday:	1800-2300	6
Sunday:	0000-0000	0

**** Including statutory holidays**

Total METAR observations required for the term of this Contract are:

01 September 2011 to 31 March, 2013 4948 METAR's

Total maximum amount payable under this Contract is \$....., based on the completion of the required number of METARs per term of this Contract.

The GN agrees to pay the Contractor for the provision of the Services at a rate of \$..... per METAR completed by the O/C during the established hours of operation.

3.1 **Changes To The Hours Of Operation**

The GN establishes the CARS hours of operation in accordance with the Air Navigation Service Requirements (ANSR) as determined by NAV CANADA. The GN shall give notice to the Contractor of any change in the hours of operation and the Contractor shall implement the change of hours of operation within 30 days or less upon receipt of written notice.

3.2 **CARS Service After Hours**

The Contractor may authorize O/C to provide the Services after-hours when required, to meet request of pilots. (See Schedule "B" for billing process and invoice).

3.3 **Designated Paid Holidays**

Approved designated paid holidays are as specified below:

None.

SCHEDULE "B"

1. Operating Budget

The GN agrees to pay the Contractor for the provision of the Services at a rate per METAR as specified, completed by the O/C during the established hours of operation.

METARs do not include SPECI observations. SPECI's, which are required in the hour period of a METAR, shall be performed and failure to complete SPECI observations shall be deemed to be failure to provide the METAR for purposes of reimbursement.

The total number of METARs required each month, can be found in Schedule "A", Hours of Operation.

METAR observations that are not completed will be compensated for only if there is a valid reason. The valid reason is:

- (a) Severe weather conditions which prevent the O/C from accessing the station

A NOTAM must be issued whenever METAR observations are not completed. The Contractor shall not be compensated for METAR observations not completed, including justified missed observations, unless a NOTAM has been issued and the Regional/Airport Manager has been notified, prior to the commencement of the missing observations. This condition shall not apply if the delay in issuing the NOTAM or contacting the Regional/Airport Manager was unavoidable due to a communications failure.

In the event that the Contractor cannot maintain minimum published hours the GN may provide personnel who are employed by the GN to maintain published hours. In this event the Contractor cannot bill the GN except for the reduced hours which the Contractor's staff would normally have worked. This does not apply in the event that the station is closed for the above four mentioned reasons.

2. Overtime and Call-out Charges

- a. The fee to be charged for overtime costs is \$55.00 per hour plus GST. Overtime hours are those extended hours before or after the hours published in the Canada Flight Supplement.
- b. The fee to be charged for a call-out shall be a minimum of four hours at \$55.00 per hour plus GST. All overtime and call-out revenue must be reported on an invoice statement.

3. **Invoicing**

- a. A supply of invoices for one year only, shall be provided by the Regional/Airport Manager at the beginning of each fiscal year.
- b. An accounting of all call-outs with revenues and expenditures from these call outs must also be provided.
- c. The Contractor shall complete the attached monthly invoices, detailing the number of METARs completed and the total amount payable.
- d. O/Cs must submit their Month End Summaries to the Contractor for verification and signature. These Month End Summaries must be submitted with the invoice in order for payment to be processed.
- e. No charges shall be made for telephone lines, long distance calls or Fascimilie calls made by the Contractor in connection with the performance of it's obligations under the Agreement.
- f. Invoicing for Services provided under this Contract, shall be submitted monthly for payment, not later than the 10th day of the following month, to:

**Economic Development & Transportation
PO Box. 105
Cape Dorset, NT X0A-0C0**

SCHEDULE "C"

1. Equipment Care and Custody

The Contractor will have the care and custody of all communications, meteorological and NAVAIDS equipment as provided by the GN.

2. Equipment Maintenance

Equipment care and maintenance shall be done under the direction of delegated representatives of the GN. Guidelines for care and maintenance of the above equipment can be found in the following publications:

- a) CARS Local Station Procedures
- b) Manual of Observations (MANOBS)
- c) O/C Manops Manual of Operations
- d) Instrument Manuals for meteorological equipment provided by Environment Canada. (These manuals may vary at each station).

The Contractor shall be responsible for ensuring that routine maintenance and cleaning of equipment is carried out, and that equipment is kept free of snow and ice, which might impair its function or create an unsafe working environment.

SCHEDULE "D"

1. RESPONSIBILITIES

A. Contractor's Responsibilities

The Contractor shall be responsible for ensuring Services under this Contract are carried out to the satisfaction of the GN. The Contractor's responsibilities include:

1. Adherence to the Air Navigation Service Requirements (ANSRs) attached hereto as Appendix "A", and as amended from time to time by the GN.
2. Adherence to CARS hours of operation as published in the Canada Flight Supplement.
3. Adherence to Environment Canada Manual of Surface Weather Observations (MANOBS), CARS Manual of Operations (O/C Manops) and the Local Station Procedures manual, as well as, directives and circulars as issued by the Manager, Aviation Programs.
4. Identifying staffing/training requirements, carrying out recruitment and selection with the assistance of the Regional/Airport Manager.
5. Providing funds to O/C trainees for meals when travelling to the Basic O/C course along with an initial \$300.00 above meal costs.
6. Maintaining proper financial, accounting and personnel records as described in clause 9 of this Contract.
7. Ensuring that the Contractor's employees receive appropriate training in Transportation of Dangerous Goods and Workplace Hazardous Material Inventory System.
8. Ensuring that only certified O/Cs operate at CARS.
9. Advising Regional/Airport Manager prior to any scheduled NOTAMED reduction in published CARS hours of operation.
10. Supply all consumables needed for the CARS to complete their assigned responsibilities under this contract including phone costs for the voice and FAX phone lines.

B. GN's Responsibilities

The GN shall be responsible for defining operational requirements, standards, procedures and guidelines for the Services. The GN's responsibilities may include:

1. Identifying the Services to be provided through the Air Navigation Service Requirements (ANSRs) attached hereto as Appendix "A", and as amended from time to time by the GN.
2. Providing training programs and certification of the O/Cs.
3. Providing all required equipment and furnishings for CARS.
4. Providing qualified officers to carry out regular inspections and re-certifications.
5. Providing operational and maintenance guidance for CARS equipment to the Contractor.

C. Regional /Airport Manager Responsibilities

The Regional/Airport Manager shall be responsible for providing functional support and guidance to ensure the terms of this Contract are met. The Regional/Airport Manager's responsibilities may include:

1. Providing the Contractor with any changes to policy, procedure or any other related requirements.
2. Ensuring that all technical and operational assessments of CARS facilities and Services are conducted. Ensuring that the Contractor is aware of all ensuing recommendations of changes to the CARS facilities and further ensuring their implementation.
3. Assisting the Contractor in the recruitment, selection and training requirements of O/Cs.

2. **STANDARDS AND PROCEDURES**

Qualified officers representing the GN, NAV CANADA and Environment Canada will carry out regular inspections to ensure that the required Services are provided to acceptable standards, that O/Cs remain competent and comply with approved procedures. These standards are as follows:

A. **Hours of Operation**

CARS Hours of Operation are defined in the ANSR, published in the Canada Flight Supplement (CFS) and distributed throughout Canada to the aviation community. These hours shall be strictly followed. Any deviation from the established hours, must be preceded by issuing of a NOTAM and prior notification of the Regional/Airport Manager.

B. **Observer/Communicator Training**

Upon identifying a staffing requirement for an O/C, the Contractor, in co-operation with the Regional/Airport Manager, shall initiate a competition for the position. Candidates are required to undergo a written test and interview.

Upon selection of a candidate, the candidate must attend and graduate from the nine-week Nunavut Airports O/C training course at Nunavut Arctic College, in Rankin Inlet.

Details regarding the tests, interviews, training allowances, accommodation, travel etc. will be provided to Contractor when a training requirement is identified.

C. **Observer/Communicator Initial Certification**

Upon completion of the Nunavut Airports O/C Training Program, the O/C trainee will undergo approximately 5 days of on-job-training, conducted by a qualified GN Aviation Programs Officer. Upon successful completion of on-job-training, the O/C will then receive certification from the APO and may begin work.

The O/C must undergo periodic performance audits by APOs and representatives of NAV CANADA and Environment Canada.

NAV CANADA and Environment Canada personnel may conduct audits of site operations. If such audits reveal activities or omissions which are of a nature or extent that safety is jeopardized, the O/C in question may be suspended by an APO or decertified by the Manager, Aviation Programs.

D. **Observer/Communicator Re-certification**

O/C performance is continually monitored and an acceptable standard of performance must be maintained at all times. Re-certification by APOs

and site inspections by NAV CANADA, Environment Canada and the GN will be conducted on an ongoing basis. Prior notice of these inspections may be given to O/C.

E. **Certification Suspensions**

CARS O/Cs who have committed errors or breaches of discipline, or are under investigation for suspected safety or discipline-related reasons, may have their certification suspended for any period that the Manager, Aviation Programs deems sufficient for investigation or discipline. The O/C may not work while suspended, and the Contractor is not entitled to compensation for salary. If the suspension results in a reduction of hours, these hours shall be classified as unjustified missed observations for the purpose of the Contract.

An APO in the course of duties may suspend an O/C for reasons of unfitness for duty, intoxication, ignorance of basic procedures, safety violations, or failure to comply with directions of the APO with respect to duties. The O/C in question must cease to perform the duties of the position immediately. Such suspensions are considered very serious, and may, upon review of the Manager, Aviation Programs, result in a permanent de-certification.

If the Contractor knowingly uses an O/C who is not certified, or is under suspension, to perform any CARS Services, shall not be compensated for any hours the uncertified O/C performs the Services, and shall be considered in breach of the Contract.

F. **Observer/Communicator De-certification**

If O/C performance drops below acceptable standards, every effort will be made to assist the O/C to improve their performance and therefore meet those standards. If after assistance is provided to the O/C and the O/C can still not meet these performance standards the O/C shall be de-certified.

Serious breaches of discipline or acts of negligence or illegal behaviour of any kind are grounds for immediate and permanent de-certification at the sole discretion of the Manager, Aviation Programs.

Once decertified the O/C will be unable to continue work at the CARS. Some events that could lead to de-certification are:

1. Failure on several occasions, to NOTAM CARS closed, when unable to maintain published hours of operation.
2. Abandoning the operating position during hours of operation without justifiable reason.
3. Failure to maintain an acceptable error rate when completing weather observations. The acceptable rate is 2%.
4. Failure to maintain an acceptable ratio of SPECI to METAR weather observations on an ongoing basis.
5. Participating in any operational CARS function while:
 - a) Having consumed any alcoholic beverage within 8 hours prior to work.
 - b) Under the influence of intoxicating liquor.
 - c) Under the influence of any drug that impairs his/her ability to carry out his/her duties.
6. Abuse of any privileges gained as a result of being in the position of O/C. These privileges may pertain to access to an airport vehicle, buildings or equipment.
7. Any falsification, alteration or destruction of station log material.
8. Any act, omission, or behaviour, which in the sole judgement of Manager, Aviation Programs jeopardizes aviation safety.

3. **PUBLICATIONS**

The following manuals and publications are mandatory at all CARS. The Department of Economic Development & Transportation will provide these manuals and publications.

- a. Canada Flight Supplement
- c. Air Traffic Designators Handbook
- d. Local Station Procedures Manual
- f. Manual of Airport Directives for Operation of Vehicles on Airport Movement Areas (TP2633) or Manual of Airport Traffic Directives (AAP-200-02).