



Transport
Canada

Transports
Canada

Twentieth Floor
TOWER "C", PLACE DE VILLE
330 SPARKS STREET
OTTAWA, ONTARIO K1A 0N5

May 27, 2013

Subject: **Request for Proposal T8080-120253**
Professional Services Marine Transportation North of the 55th Parallel

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

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-120253**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Tender Reception
Business Centre, Ground Floor
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on June 21, 2013. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

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

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

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

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

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

FOUR copies of the Technical Proposal are required.

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

ENVELOPE 2 - COST PROPOSAL

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

Note: Only cost information shall be provided in Envelope 2. All technical information supporting the proposal must be in Envelope 1. Envelope 2 will be opened before the technical evaluation is complete, to ensure that bidder’s meet/pass Mandatory criteria M5. Bidders must clearly demonstrate that they meet this criteria for their proposal to be considered.

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Annick Monfette, Transport Canada, FAX: (613) 991-0854, e-mail annick.monfette@tc.gc.ca, and must be received **before 12:00 hours (noon) Ottawa local time on**

June 12 , 2013. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Annick Monfette at 613-990-2482 or by fax at 613-991-0854.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

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

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

Yours truly,

Original signed by:

Annick Monfette
Transport Canada
Contracting Specialist
330, Sparks Street/Tower C
Place de Ville - AFTC
Ottawa, Ontario - K1A 0N5
Tel.: 613-990-2482
Fax: 613-991-0854
E-Mail: annick.monfette@tc.gc.ca

Canada

CHECKLIST OF DOCUMENTS

INVITIATION TO TENDER

OFFER OF SERVICES	APPENDIX	“A”
TERMS OF REFERENCE AND SELECTION CRITERIA		“B”
GENERAL CONDITIONS		“C”
SUPPLEMENTARY CONDITIONS – Intellectual Property		“D”
CONFIDENTIALITY REQUIREMENTS		“E”
INSTRUCTIONS TO TENDERS		“F”
REQUIREMENTS FOR SIGNATURE INCLUDING THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY & BIDDER’S DECLARATION FORM		“G”

SAMPLE RETURN ENVELOPE

**TRANSPORT CANADA
APPENDIX "A"
OFFER OF SERVICES**

OFFER FOR: Professional Services Marine Transportation North of the 55th Parallel

OFFER SUBMITTED BY: _____

(Name of Company)

(Complete Address)

GST Number _____

PBN Number _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference/Evaluation Criteria which are attached hereto as Appendix "B".

2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
 - (i) This Offer form marked Appendix "A", attached hereto and entitled "Offer of Services";
 - (ii) Document marked Appendix "B", attached hereto and entitled "Terms of Reference";
 - (iii) Document marked Appendix "C", attached hereto and entitled "General Conditions";
 - (iv) Document marked Appendix "D", attached hereto and entitled "Supplementary Conditions – Intellectual Property Clause";
 - (v) Document marked Appendix "E" attached hereto and entitled "Confidentiality Requirements";
 - (vi) Document marked Appendix "G", attached hereto and entitled "Bidders Declaration).

3. Period of Services

The Services of the Contractor will be required for a period of approximately sixty (60) days from date of award of contract until December 31, 2013.

4. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered costs:

4.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Terms of Reference. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price in accordance with the requirements identified in the attached Annex "A". This breakdown is for evaluation purposes. For clarity, the total amount to be billed by the winning bidder once the milestones in Section 4.2 have been met will be the fixed-price amount listed here.

An all-inclusive fixed price of – Initial contract period:

(Total elements from Annex "A")

\$ _____
(GST/HST extra)

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment, materials, travel and accommodation expenses.

4.2 Method of Payment

Payment of the fixed price for professional services will be made in instalments upon receipt and acceptance of the following deliverables. The Contractor shall propose the amount of each instalment in the space provided.

Initial contract period

10% of the total upon kick-off and reception and acceptance by the project authority of the detailed work plan prepared by the contractor.	
40% of the total upon reception of the first draft, due by October 11th 2013	
50% of the total upon reception and acceptance by the project authority of the final report	
100% Total	

5. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is

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

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

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

7. Appropriate Law

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

8. Tender Validity

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

9. Proposal Documents

The Contractor herewith submits the following:

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

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

10. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2013
In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX "A" -

PRICE BREAKDOWN FOR T8080-120253

Bidders shall provide a breakdown of the Fixed Price quoted in Article 4.1 of this Offer of Services in accordance with the following requirements.

1. Initial Contract period - Professional Services (rates to include overhead, G&A, profit, etc.)

Initial contract

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>
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1.1 Associated Costs (long distance telephone, reproduction costs, etc.)

NOTE: The above cost breakdown is required to provide an indication of the level of effort and other activities proposed by the bidder, and may be used to facilitate the evaluation of the proposal. The breakdown is provided solely in support of the tendered all-inclusive fixed price for Professional Services and Associated Costs. **The tendered all-inclusive fixed price will prevail in the event of any discrepancies between the two.**

TRANSPORT CANADA

APPENDIX “B”

TERMS OF REFERENCE AND

SELECTION CRITERIA

Professional Services - Marine Transportation North of the 55th Parallel

1. BACKGROUND

In recent years, there has been an increased awareness of the important economic potential of Canada's vast northern landscape. Resource development, increased navigation due to receding summer ice, and growing communities are all aligning to increase the importance of that region.

From a transportation perspective, one characteristic of Canada's North is a near absence of ground transportation and few ground linkages between the North and the continental road and railway networks. Thus the North has traditionally relied on marine and air transportation to connect it to the rest of the country.

Air transportation in the North plays an important role for moving people and relatively small and break-bulk goods on a year-round basis. Marine transportation, on the other hand, is ideal for moving bulk commodities, large goods that would not fit onto an aircraft and supplying multiple communities in one multi-stop voyage.

Flowing from this, the northern marine transportation system may be defined as all of components that serve a marine transportation function for communities and resource developments in the Canadian North.

Defining the Canadian North can be challenging as no standard delineation exists. For instance, the *Canadian Arctic* is often considered that part of Canada that extends north of the Arctic Circle (66° 33' 44"). Arctic Waters, on the other hand, are those Canadian waters north of 60°, according to our principal piece of legislation governing shipping in the North, the *Arctic Waters Pollution Prevention Act*.

For the purpose of this study alone, the North will be defined as a region North of the 55th parallel but extending south to include the entire Labrador Coast on the Labrador Sea and James Bay. The vast region touches 4 provinces, namely Newfoundland and Labrador, Quebec, Ontario and Manitoba and all three Territories.

In Northern Canada there are relatively low levels of marine transportation infrastructure (here broadly defined as structures that support Northern marine transportation, including such fixtures as land-side infrastructure, aids to navigation and navigation charts) and key support services to the marine transportation industry (such as ice-breaking).

These minimal levels of support for marine transportation are particularly stark in the context of the dearth of other transportation options serving many remote communities that are located mostly along shorelines. They are expected to be felt more acutely as marine transportation activity increases.

Several factors unique to the North seem to have served to frustrate addressing this situation, including:

- The relatively high cost of providing these infrastructures and services,
- Relatively low and dispersed population,
- Uneven levels of economic activity, and

- The location of many resource developments away from communities.

As the Government of Canada and its provincial, territorial and private sector partners are increasingly faced with new pressures regarding northern marine transportation, it has become important to better understand the basic facts of northern transportation, namely:

Who: Understanding who the major stakeholders are in Northern marine transportation, their roles, their challenges, their relationships with other stakeholders and their opportunities moving forward. These stakeholders include governments, marine operators, port facility operators, freight forwarders, logistic specialists and shippers;

What: Understanding the types of commodities and associated volumes that are transported by the marine sector in the Canadian North, where are they coming from, where are they going, which infrastructure are used and which companies are involved in the transportation;

When: Understanding the seasonality aspect of marine transportation in the North and alternatives that exist during the off-season;

Why: Clearly understand the vastly different transportation needs associated with community resupply and that associated with resource exploration, transiting ships and eco-tourism cruises as well as understand why shipping companies choose to operate the way they do;

Where: Understanding the navigational channels that are used and associate their use to the marine carriers, commodities, time and purpose of transportation, as defined above.

2. OBJECTIVES

The objective of this project is to acquire more extensive knowledge on northern marine transportation, its current situation and its outlook , identifying along the way the strengths, weaknesses, opportunities and threats it may face. The report is expected to build upon and expand upon previous work done for Transport Canada on the question of Arctic/Northern marine transportation, be it the Northern Transportation Systems Assessment, the Arctic Marine Shipping Assessment or the Arctic Marine Emission Inventory (2007 and 2012) - all available on demand- rather than simply replicating that work. While the deliverable should not be seen as simply an update of the existing body of work, it will help update emission models derived from the Arctic Marine Emission Study of 2012.

3. SCOPE OF WORK

The contractor will produce a report that covers the following topics:

Background

1. Brief overview of key demographic and economic statistics in Canada's North;

2. Present a brief profile of marine infrastructure (ports) and support services (charting, dredging, search and rescue, navigational aid) in the North;
3. A. Present an in-depth profile of the major marine-related stakeholders operating in the Canadian North (shipping companies, facilities operators) as well as the partners in the South with whom they work;
 - B. Present a brief overview of the fishing industry in the North, explaining where the major fishing areas are located, the types and sizes of catches, the types of ships used in this activity and the economic impact of this activity; and,
 - C. Present an overview of recreational boating in the North, explaining where recreational boating takes place, information of the recreational boating fleet based in that area and the economic impact of recreational boating in the North;

Body of Work – Understanding the present

4. Quantitative and qualitative analysis of freight and passenger transportation in the North, including origin, destination, tonnage, commodity, purpose (community resupply and resource extraction), ship description (name, tonnage, country of registry, draught, length, beam) and show how freight and passenger transportation evolves over navigational seasons (summer, winter and shoulder seasons as a function of location) and over the past five years;
5. Collect data on the actual courses used by ships in the Canadian North and tie that in with information on commodity, purpose, origin and destination;
6. Using GIS (geographic information system) and data gathered at 4 and 5 to produce maps linking the course travelled by ships with information on commodity, purpose, origin and destination;
7. Equipped with data collected above, the contractor will approach major marine transportation stakeholders to validate its accuracy and seek to understand the business and operational considerations which underlay this data in order to transform data into information and provide insightful analysis on marine transportation in the North;
8. Conduct a SWOT (Strength, Weakness, Opportunities and Threat) analysis of the current situation in marine transportation in the North;

Body of work – Peeking into the future

9. Analysis of existing major project proposals, resource development proposals and marine transportation trends (volumes and routing patterns);
10. Analysis of regulatory landscape and processes pertaining to resource development in the Canadian North;

Conclusions and other considerations

11. Highlight innovations, best practices and technologies which may facilitate northern marine transportation and address some points raised above or which may require further research and development; and,
12. Conclude with a recap of the findings and present observations on marine transportation North of the 55th parallel.

4. DELIVERABLES

The ultimate deliverable of this project will be a document (in MS-Word and PDF formats) written in **English** that addresses the points listed in Section 3. In addition, the following deliverables are expected:

- As soon as possible following the awarding of the contract, a meeting in Ottawa with the Project Authority and Project Team to discuss the Terms of Reference and the Contractor's work plan and work schedule.
- Biweekly teleconferences will be held with the Project Team (or their designate) to discuss progress on the project. The frequency of these calls can change depending on need.
- The Contractor will develop a draft report no later than October 11, 2013
- Based on comments received from the Project Team, the final report shall be submitted to the Project Authority no later than two weeks following reception of these comments. The Project Authority will respond on the acceptability of the final report within 7 days of receipt.
- The contractor will provide Transport Canada with a copy of any data tables, database, spreadsheet or other computer file used to prepare the report in a mutually agreed upon format.
- The contractor will provide Transport Canada with copy of data collected and collated at points 4 and 5 of the Scope of Work (Section 3) in a geo-coded format that can be read most commercial GIS software, including but not limited to MapInfo, Esri and TransCad.

5. RESPONSIBILITIES OF THE CONTRACTOR AND OF TRANSPORT CANADA

(A) By the Contractor

The Contractor is responsible for carrying out the work plan as herein indicated or as subsequently modified by Transport Canada's project manager.

The contractor will be responsible for all travel-related expenses, expenses related to its overhead, communication, printing or all other operating or capital costs incurred as a result of this project.

Aside from the initial kick-off meeting, any required travel will be done at the sole discretion of the contractor.

The Contractor is not to release to any party the data gathered or information gained in the process of completing this project, without the express written permission of the project manager. All materials gathered by or developed by the contractor during the course of this project are to be considered the property of Transport Canada and will be provided to Transport Canada at the end of the project. All material is to be handled with an appropriate level of confidentiality, in particular, third party information. See attached Confidentiality Clause.

The Contractor must be capable of completing work as defined in the Terms of Reference.

The Crown will own all intellectual property for any intermediate and final deliverable, as per “Crown Owns” as per section 9.

The contractor may keep and freely distribute copies of the report at no charge once Transport Canada has determined that the report can be released to the public. Transport Canada reserves the right to remove some content from the publicly-distributable version of the report should it judge that it would violate data confidentiality.

(B) By Transport Canada

Transport Canada will attribute authorship of the report to the Contractor.

Transport Canada will provide the contractor with any data it possesses and that both parties agree is relevant to this study, subject to requirements in Section 11 and Transport Canada’s policies on sharing data with contractors.

Transport Canada will be available to provide feedback and answer questions/address issues promptly.

Any publication or distribution of the final report will be determined by Transport Canada who will be responsible for any translation, printing and distribution costs.

Transport Canada will process and pay in a timely manner the invoice for services. The invoice will be accepted for payment at the end of the project or for each milestone as specified in Section 12.

6. PROJECT AUTHORITY

The Project Authority will be determined once the contract is awarded

7. BASIC REQUIREMENTS FOR THE PROPOSAL

The proposal should include the following:

- 1) An overview of the bidder’s credentials and expertise. An up-to-date resumé is required;
- 2) A proposed price and any related conditions;
- 3) An overview of the document being proposed, including a table of contents;
- 4) A description of the steps involved in preparing the document;
- 5) The general approach / methodology proposed to address the requirements of the terms of reference;
- 6) Two previous reports written by the bidder, preferably in the field of transportation, that demonstrates an ability to conduct qualitative and quantitative analysis as well as producing GIS maps. These reports will be used when evaluating the bid (see Section 14)

- 7) A clear demonstration by the contractor how each evaluation criteria is met (See Section 14);
- 8) The name, phone number and email of two previous clients from whom references can be sought as well as a brief description of the work done for these to previous clients; and
- 9) A Gantt-chart showing activities and milestones.
- 10) Other material the bidder may judge necessary to support their demonstration of how each criteria is met

8. FIXED PRICE CONTRACT

The estimated level of effort required for this project is 60 working days. The contract will be for a fixed price including applicable taxes.

This fixed price will include any and all travel expenses that may be required to undertake this work required under Section 4 or any other out of pocket expense incurred by the contractor.

9. INTELLECTUAL PROPERTY

Any intellectual property arising from this contract will vest with the Crown under Eligible Exemptions 6.4.1, as represented by the Minister of Transport, as per the appendix D.

10. CONTINUITY AND REPLACEMENT OF RESOURCES

The Selected Contractor shall not commence any work or be entitled to any compensation for any work undertaken unless the Contract Authority has authorized the work to begin.

The Selected Contractor shall be responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the contract and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Selected Contractor's responsibility to ensure that there is no negative impact on any work in progress.

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

11. CONFIDENTIALITY OF DATA

Any data provided to the Contractor by Transport Canada will be considered confidential and shall not be shared or disclosed to third parties, unless first authorized by Transport Canada. The contractor will be required to agree to the confidentiality agreement marked as Appendix "E" and all data provided by Transport Canada will be considered subject to it unless otherwise specified by Transport Canada.

12. METHOD OF PAYMENT

The contractor will invoice Transport Canada in the following manner:

1. 10% of the total upon kick-off and reception and acceptance by the project authority of the detailed work plan prepared by the contractor.
2. 40% of the total upon reception of the first draft, due by October 11th 2013
3. 50% of the total upon reception and acceptance by the project authority of the final report

13. BID EVALUATION CRITERIA

Criteria	Description	Score
Mandatory Criteria Bidders must clearly demonstrate that they clearly meet each of these criteria for their proposal to be considered. Failing to meet one criterion will disqualify the bid.		
M1	Experience in writing research reports This will be demonstrated by providing 2 previous reports written by the bidder	Pass/Fail
M2	Experience in using GIS and mapping GIS and mapping must be present in the submitted reports or other documents tendered	Pass/Fail
M3	Experience in quantitative analysis Quantitative analysis and its results must be present in the submitted reports or other documents tendered	Pass/Fail
M4	Positive references from past clients through a reference check One reference will be contacted directly by phone as per coordinates provided by the bidder	Pass/Fail
M5	The bid price must be under \$75,000	Pass/Fail
Score-Rated Criteria Bidders will be scored on the following criteria and should clearly demonstrate in their bid how they meet these criteria. Bidders must receive an overall score of 60% for these criteria for their proposal to be considered.		
SR1	Years of experience conducting transportation research 1 point per year of experience, up to 10 points	/10
SR2	Degree of complexity of the two reports provided 8-10: Reports provided are judged more complex to this project	/10

	<p>5-8 : Reports provided are judged equivalently complex to this project</p> <p>0-5: Reports provided are judged less complex to this project</p> <p>Complexity to be evaluated based on scope, depth, originality of the work and of the report</p>	
SR3	<p>Experience in the marine sector</p> <p>8-10: The bidder has extensive experience with the marine sector</p> <p>5-8 : The bidder has some experience with the marine sector</p> <p>0-5: The bidder has little or no experience with the marine sector</p> <p>Experience will be judged based on the nature and applicability of past projects, the bidder's resumé and any other document the bidder may deem useful to evaluate this criteria</p>	/10
SR4	<p>Experience with northern issues</p> <p>16-20: The bidder has extensive experience with northern issues</p> <p>10-16 : The bidder has some experience with northern issues</p> <p>0-10: The bidder has little or no experience with northern issues</p> <p>Experience will be judged based on the nature of past projects, the bidder's resumé and any other document the bidder may deem useful to evaluate this criteria</p>	/20
SR5	<p>Degree of experience with GIS</p> <p>8-10: The bidder has extensive experience with working with GIS and producing meaningful results using it</p> <p>5-8 : The bidder has some experience with working with GIS and producing meaningful results using it</p> <p>0-5: The bidder has little or no experience</p>	/10

	<p>with working with GIS and producing meaningful results using it</p> <p>Experience will be judged based on the nature of past projects, the bidder's use of GIS and analysis derived from it. This can be measured by providing past examples of use of GIS, particularly within a transportation framework.</p>	
SR6	<p>Understanding of the scope of work</p> <p>20-25 : Excellent understanding of the task. Shows originality and brings forward thought-provoking elements</p> <p>15-20: Good understanding of the task, some aspects may require better definition</p> <p>10-15: Adequate understanding of the task, but some elements of the task are missing</p> <p>0-10: Bidder has not adequately demonstrated an understanding of the task</p> <p>This criterion will be evaluated through information provided by the bidder for items 3,4,5,9 listed at section 7. If these components of the bid are missing or incomplete, the bidder may not receive any points for this requirement</p>	/25
SR7	<p>Content and quality of the proposed table of content and project chart.</p> <p><u>Table of Content (10 pts)</u></p> <p>8-10 : Excellent proposed structure of the report</p> <p>5-10: very good proposed structure of the report</p> <p>0-3: Poor to good structure of the report</p> <p>Evaluated based on the logic of the structure of the table of content provided at section 7 and how it addresses the Scope of work at Section 3</p> <p>No points will be awarded if a table of content is not clearly provided as part of the bid</p>	/15

	<p><u>Gantt Chart (5 pts)</u></p> <p>3-5 : Very good to excellent project plan, well organized with clear and achievable milestones. Excellent understanding of the task, will require little or no change at project launch.</p> <p>0-3: Good to poor project plan. Will require significant editing or a complete rewrite at project launch.</p> <p>No points will be awarded if a Gantt Chart is not clearly provided as part of the bid</p>	
	Total Technical Score (min. 60%)	/100
<p>Price Criteria Pricing will scored on a relative scale with the lowest bid getting full marks and all other bids being scored against it. Bids exceeding CAD \$75,000 including all taxes will automatically be disqualified</p>		
P1	<p>Calculation of Financial Score: the financial score is calculated by giving full points (50) to the lowest priced responsive proposal and prorating all other responsive proposal financial scores accordingly.</p> <p><u>Part C: COST</u></p> <p>The lowest proposal will get the maximum number of points and all others will be prorated as per the following formula</p> <p><u>Lowest Proposal</u> x <u>50</u> = _____ Bidder's Proposal</p>	/50
	Total Score Technical & Cost maximum of 150	/150

The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

TRANSPORT CANADA
APPENDIX “C”
GENERAL CONDITIONS

**GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. INTERPRETATION

In the Purchase Order,

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

2. PRIORITY OF DOCUMENTS

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

3. SUCCESSORS AND ASSIGNS

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

4. ASSIGNMENT, SUBCONTRACTING AND NOVATION

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

5. TIME OF THE ESSENCE

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

6. INDEMNIFICATION

- 6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.
- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. NOTICES

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

8. TERMINATION OR SUSPENSION

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

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

9. TERMINATION DUE TO DEFAULT OF CONTRACTOR

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

10. RECORDS TO BE KEPT BY CONTRACTOR

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and

vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

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

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE MINISTER OF TRANSPORT**

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

12. CONFLICT OF INTEREST AND POST-EMPLOYMENT MEASURES

- 12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
- 12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.
- 12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

13. CONTRACTOR STATUS

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

14. WARRANTY BY CONTRACTOR

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

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

15. MEMBER OF HOUSE OF COMMONS

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

16. AMENDMENTS

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

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

17. ENTIRE AGREEMENT

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

18. PAYMENT BY THE MINISTER

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

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

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

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

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such

substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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

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

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

19. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. SCHEDULE AND LOCATION OF WORK

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

21. NO OTHER BENEFITS

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

22. APPLICATIONS, REPORTS, PAYMENTS BY CONTRACTOR AND APPLICABLE LEGISLATION

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

23. MINISTER'S RESPONSIBILITIES

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

24. CERTIFICATION - CONTINGENCY FEES, CRIMINAL CODE, PUBLIC DISCLOSURE

- 24.1. The contractor declares that the contractor 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;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

- 24.4. 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; and
- 24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
- 24.6. **In this Article:**
- 24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

TRANSPORT CANADA

APPENDIX “D”

SUPPLEMENTARY CONDITIONS

(INTELLECTUAL PROPERTY)

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

CROWN OWNS

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

CROWN OWNS:

Canada to Own Intellectual Property Rights in Foreground Information

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

01 Interpretation

1. In the Contract,

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

“Canada” means Her Majesty the Queen in right of Canada;

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

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

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

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

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

“Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

“Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

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3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

- (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada’s expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for

registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

4. The Contractor acknowledges that, subject to paragraph I of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

05 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

(a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;

(b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

(c) is independently developed by or for Canada; or

(d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

TRANSPORT CANADA

CONFIDENTIALITY REQUIREMENTS

APPENDIX "E"

CONFIDENTIALITY REQUIREMENTS

**Re: Request for Proposals T8080-120253
Marine Transportation North of the 55th Parallel**

The Contractor hereby agrees:

- a) *Not to reproduce, in any form, any portion of the documentation or demonstration considered proprietary by its Owner except for the purpose of preparing a response to this Request for Proposal.*
- b) *To hold in strictest confidence all Confidential Information received and agrees not to disclose such information to any Person other than those direct members of the proposal response team as necessary.*
- c) *To take all precautions in dealing with the Information so as to prevent any unauthorized person from having access to such Confidential Information.*

The term "Confidential Information" means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Consultant.

The Contractor agrees that if he/she is in doubt about whether certain information is confidential, he/she shall treat such information as confidential until advised by Transport Canada that it is not confidential. This Confidentiality covenant shall survive the closure of the Request for Proposals and shall remain in full force and effect unless specifically released by Transport Canada.

Signed: _____

Position and Company: _____

Date: _____

TRANSPORT CANADA

APPENDIX "F"

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

IN THE CASE OF A PUBLIC TENDER OPENING

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

All enquiries during the tender period must be submitted in writing only to the Contracting Authority named on the cover page of this RFP document, no later than five (5) calendar days prior to the bid closing date. Enquiries received after that time may not be answered.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

8. CONTRACT SECURITY

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

9. INSURANCE

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

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

13. INCOMPLETE TENDERS

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

14. REFERENCES

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

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

The lowest or any tender will not necessarily be accepted.

Canada reserves the right to:

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

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

TRANSPORT CANADA

APPENDIX "G"

**REQUIREMENTS FOR SIGNATURE
INCLUDING THE FEDERAL CONTRACTORS
PROGRAM FOR EMPLOYMENT EQUITY**

**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.

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

COMMENTS:

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



Transport
Canada

Transports
Canada

BIDDER'S DECLARATION

File Number T8080-120253

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.

Name of consultant _____
/company

Complete address _____

GST number _____ *or Procurement Business Number*
(PBN) _____

Telephone number _____ *Fax number* _____

CERTIFICATION

Company authorized signatory

Name (print) _____

Title _____

Signature _____ *Date* _____



FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Professional Services Marine Transportation North of the 55th Parallel
NUMBER - NUMÉRO T8080-120253
DATE DUE - DÉLAI June 21, 2013, 14:00 HRS (2:PM) OTTAWA TIME

TENDER - SOUMISSION

TENDER RECEPTION

Transport Canada
Business Centre Ground Floor
Place de Ville Tower "C"
330 Sparks Street
Ottawa , Ontario (K1A 0N5)