



Transport
Canada

Transports
Canada

**Twentieth Floor
Tower "C", Place De Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5**

June 18, 2014

**Subject: Request for Proposal T8080-140073
Driver Services for Advanced Technology Vehicle Mileage Accumulation**

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Driver Services for Advanced Technology Vehicle Mileage Accumulation for one (1) year commencing from contract award in accordance with 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 T8080-140073**", 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 July 28, 2014. 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 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;
- Insurance liabilities and drivers records as defined in Terms of Reference;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

FOUR (4) 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** (2) copies of the “Offer of Services” (Appendix “A”) form in Envelope 2.

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

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

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

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 Confidentiality 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 Céline Chartrand, Transport Canada (AFTC), FAX: (613) 991-0854, e-mail celine.chartrand@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on July 18, 2014**. 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 Céline Chartrand at 613-991-0768 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)

Céline Chartrand
Transport Canada
Contracting Specialist
330, Sparks Street/Tower C
Place de Ville - AFTC
Ottawa, Ontario - K1A 0N5
Tel.: 613-991-0768
Fax: 613-991-0854
E-Mail: celine.chartrand@tc.gc.ca

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

OFFER OF SERVICES	APPENDIX	"A"
TERMS OF REFERENCE AND SELECTION CRITERIA		"B"
GENERAL CONDITIONS		"C"
SUPPLEMENTARY CONDITIONS – Confidentiality Clause		"D"
MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION, MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA		"E"
INSTRUCTIONS TO TENDERERS		"F"
REQUIREMENTS FOR SIGNATURE		"G"
THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY		"H"
BIDDER'S DECLARATION		"I"
ROUTING SCHEDULE	ANNEX	"A"
INSURANCE LETTER		"B"
SECURITY REQUIREMENTS CHECKLIST		"C"
FORMS (EXAMPLES)		"D"
<ul style="list-style-type: none"> • VEHICLE AUTHORIZATION AND RECORD • CHARGING DATA • DRIVERS DAILY LOG 		
INSURANCE POLICY CONVICTION DEFINITION		"E"
TRANSPORT CANADA VEHICLE USER HANDBOOK and TC VEHICLE USER SIGNATURE FORM		"F"
SAMPLE RETURN ENVELOPE FORMAT		

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: Driver Services for Advanced Technology Vehicle Mileage Accumulation

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ **PBN Number** _____

Telephone Number: _____
Fax Number: _____
Contact Person: _____
Email Address: _____

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

3. Period of Services

The Contractor hereby offers to perform the services for a period of twelve (12) months commencing upon contract award. Any contract concluded as a result of the acceptance of this offer will be awarded for the specified period above.

3.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The potential total period of contract could be of three (3) years.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Cost Proposal

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 Statement of Work. 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-1”. All rates are in Canadian Funds.

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

Do not include Travel costs. Travel expense allowance will be included only following entry by Transport Canada into a contractual arrangement with the successful Bidder.

Professional Drivers Services

	Name of Resource (Driver)	Hourly Rate per resource	*Estimated hours per resource	Total hours per year
Drivers (up to a maximum of four (4) drivers)				*6,800

The estimated hours is required for evaluation purposes only and provide an indication of the level of effort that may be used to facilitate the evaluation of the proposal. It is solely in support of the tendered all-inclusive fixed price for Professional Services and Associated Costs.

The number of hours may vary as per the needs and due to seasonal climate conditions.

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

(Total elements from Annex “A”)

\$ _____

An all-inclusive fixed price of – Option year 1 :
(Total elements from Annex “A”)

(GST/HST extra)

\$ _____

(GST/HST extra)

An all-inclusive fixed price of – Option year 2 :
(Total elements from Annex “A”)

\$ _____

(GST/HST extra)

4.2 Travel Expenses

The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at time of travel (http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp). Allowances currently in effect are provided in the attached Appendix “E”.

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

4.3 Method of Payment

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

The Department reserves the right to negotiate an acceptable payment schedule prior to the award of any contract concluded as a result of the acceptance of this offer.

5. Provincial Sales Tax (PST)

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

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

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

7. Appropriate Law

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

8. Tender Validity

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

9. Proposal Documents

The Contractor herewith submits the following:

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

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

10. 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 _____, 2014
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-1” - Professional Services for Drivers –Advanced Vehicle Mileage Accumulation

PRICE BREAKDOWN FOR T8080-140073

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>Driver’s name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
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1.1 Associated Costs (long distance telephone, reproduction costs, etc.)

2. Option period year 1 - Professional Services (rates to include overhead, G&A, profit, etc.)

Option Period Year 1

<u>Driver’s name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
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2.1 Associated Costs (long distance telephone, reproduction costs, etc.)

3. Option period year 2 - Professional Services (rates to include overhead, G&A, profit, etc.)

Option Period Year 2

<u>Driver’s name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
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3.1 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.**

APPENDIX "B"

TERMS OF REFERENCE/SELECTION CRITERIA

TERMS OF REFERENCE

ADVANCED TECHNOLOGY VEHICLE MILEAGE ACCUMULATION DRIVER SERVICES FOR TRANSPORT CANADA’S - VehicleS Program division

1. BACKGROUND

Canada’s transportation system needs to be efficient, accessible, reliable and clean. Over the past four years, Transport Canada’s (TC), Environmental Initiatives, Vehicles Program Division has worked in collaboration with governments, industry and academics to test and evaluate the most promising clean vehicle technologies in Canada, including battery electric, plug-in hybrid, fuel cell, clean diesel and advanced gasoline vehicles. The Program’s test results are helping to inform the development of codes, standards and regulations that industry requires to introduce these technologies in Canada in a safe and timely manner. Additional program details can be found at www.tc.gc.ca/eTV.

2. OBJECTIVE

Transport Canada, Environmental Initiatives requires advanced technology mileage accumulation driver services to assist with mileage accumulation and exercise for the program’s advanced technology vehicles. The drivers will assist in maintaining the inventory of test vehicles in good working order by driving the vehicles on a regular basis, and in accordance with specific test procedures and routes, as specified by Transport Canada.

Additional details concerning the specific requirements of drivers are included in this Terms of Reference document.

3. DRIVER REQUIREMENTS

Transport Canada will require the services of up to a maximum of four (4) drivers (as required).

The Contractor’s proposal must include a copy of the driver’s license for each candidate. The proposed drivers must have a combination of classes AZ (Z for air brakes certification), G and M license (as described in the table below). For example, one proposed driver could have a AZ-G license and the other driver could have the G-M license, in this particular case, both drivers have a combination of classes AZ-G-and M (Other combination are acceptable).

Class of License	Types of Vehicles Allowed	May Also Drive Vehicle in Class
A	Any tractor-trailer or combination of motor vehicle and towed vehicles where the towed vehicles exceed a total gross weight of 4,600 kilograms	D, G and A with condition (R)
A with condition (R)	<p>Effective June 16, 2008: Drivers with a restricted Class A license condition would be prevented from operating:</p> <ul style="list-style-type: none"> • a motor vehicle pulling double trailers • a motor vehicle pulling a trailer with air-brakes. 	D and G
B	Any school purposes bus with designed seating capacity for more than 24 passengers	C, D, E, F and G
C	Any regular bus with designed seating capacity for more than 24 passengers	D, F and G

Class of License	Types of Vehicles Allowed	May Also Drive Vehicle in Class
D	Any truck or motor vehicle combination exceeding 11,000 kg provided the towed vehicle is not over 4,600 kg	G
E	School purposes bus - maximum of 24 passenger capacity	F and G
F	Regular bus maximum of 24 passenger capacity and ambulances	G
G	<p>Any car, van or small truck or combination of vehicle and towed vehicle up to 11,000 kg provided the towed vehicle is not over 4,600 kg, but not,</p> <ol style="list-style-type: none"> a motorcycle or motor assisted bicycle; a bus carrying passengers; or an ambulance in the course of providing ambulance service as defined in the Ambulance Act. <p>Effective July 1, 2011: A Recreational Vehicle towed by a pickup truck may exceed 4,600 kg.</p>	
M	Motorcycles, including a limited-speed motorcycle (motor scooter) and a motor-assisted bicycle (moped) Holders may also drive a Class G1 license holder.	M with condition L (motor scooters and mopeds)
Z	Any motor vehicle with an air brake system	

Daily Routine

Drivers will be expected to drive a minimum of 4 hours to a maximum of 7.5 hrs per day, depending on TC's requirements. Work will be performed during TC's standard hours of operation, specifically between 7:30 a.m. and 5:00 p.m. Monday to Friday.

Drivers will not be required to work on Saturdays, Sundays or Federal/Provincial Statutory Holidays as Transport Canada offices are closed.

Statutory holidays are as follows:

- New Year's Day;
- Good Friday;
- Easter Monday;
- the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
- Canada Day;
- Labor Day;
- the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- Remembrance Day;
- Christmas Day;
- Boxing Day;
- one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August;

The contractor's proposed drivers must have a minimum of 5 years of driving experience without major or serious convictions (as defined in ANNEX E), suspensions, or reinstatements as demonstrated by the Statement of Drivers record (see section 5). The TC Fleet Manager may supervise drivers exercising

vehicles while under this contract. This will provide TC with an indication of the driver's abilities to handle vehicles as well as to demonstrate their overall driving habits.

Each driver will review and sign the Transport Canada Vehicle User Handbook confirming they have read and understood the handbook. A copy of the handbook and sign off sheet are included in ANNEX F.

At the end of the each day, the vehicle should be refuelled at authorized fuelling stations (Shell, Esso, Petro Canada etc) and cleaned if required (as defined below).

- Refuelling: if a vehicle has less than ¼ tank of fuel it must be fuelled.
- Cleaned: if the vehicle is noticeably dirty on the exterior or interior.

A detailed list of vehicle operation and maintenance rules will be provided to the drivers, upon contract award.

Drivers will be provided with a vehicle log book containing the following:

- Transport Canada emergency contact list
- Accident procedures and report
- Fuel Card (specific to Driver)

Unless specified, drivers will report for work at designed TC facilities and meet with the TC representative every morning. The location of work will be determined by the schedule of vehicle exercise. There are two locations of work, both which are within the National Capital Region. The TC Fleet Manager will provide the drivers with vehicle authorizations and keys for the vehicles. Drivers will be required to follow the service accumulation route (an example of this route is attached in ANNEX A), or exercise the vehicle in accordance with TC instructions. Drivers will return to the departure point from the morning and hand in all required paperwork.

4. INSURANCE

Transport Canada will:

- Provide insurance for the drivers and cover liability and accident benefits as follows:
 - Third party Liability - \$3M
 - Accident Benefits
 - Uninsured Automobile Coverage
 - Direct Compensation – Property Damage
 - Collision and Comprehensive for cars under the garage policy

TC will discuss accident procedures with Drivers, upon contract award.

The Contractor must include in their proposal:

- Drivers' record for each driver* (see section 5 for additional details from their province of residence as well as a copy of their driver's license(s).
- Consent to sign a letter indicating that Transport Canada may periodically verify driving records for the purpose of this contract. (Form included in ANNEX B).

**Name as shown on Driver's license; Driver's license number; Date of birth (all insurance companies define any person under the age of 25 is considered an "underage" driver); Driver Training certificate (for any newly licensed drivers regardless of age. This certificate would include the in class study and actual driving lessons in order to qualify. This would provide the driver the same years of experience as if they had actually been driving for three years); Date first licensed in Canada or US "G"; Other class of license; Copy of driver's record (provide any convictions in the last five years, any major convictions that would generate an insurance policy surcharge).*

For insurance liability and surcharge costs, drivers with any driving-related convictions (excluding minor convictions) will not be considered. A detailed list of what is considered a minor, serious or major conviction is attached in ANNEX E.

The Contractor is responsible for all financial convictions the drivers incur while operating TC vehicles. The Contractor must notify TC of any traffic violations drivers incur while this contract is in force. If a driver incurs a major or serious conviction during the period of this contract, TC reserves the right to refuse service of the driver and request an alternate resource from the Contractor. If a driver gets into an accident with a TC vehicle, the fleet manager will re-evaluate the driver and review the circumstance of the accident (as per the replacement of resources section 14).

The Contractor is also responsible for acquiring additional insurance coverage if necessary to fulfill its obligation, under the Contract, and to ensure compliance with any applicable law(s). The additional insurance coverage is in addition to the Transport Canada policies. The insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection.

5. STATEMENT of DRIVING RECORD (3 Year Restricted)

The Contractor must include in their proposal a copy of the Statement of Driving Record for each of their proposed Drivers. The abstract must be current (obtained within the last 2 months). The record should contain driver's name, licence number, class, expiry date, conditions/restrictions, height, date of birth, convictions and/or suspensions, Criminal Code of Canada convictions, suspensions, reinstatements over the past 3 years (including date of conviction), current demerit points, fine default suspensions, over the past 3 years, medical due date for commercial drivers and earliest licensed date available.

6. SECURITY CLEARANCE

The resources proposed in the bidder's response to this RFP **must** have, or be able to obtain, security clearance to the level of "**Reliability Status**" before commencing work. The proposed resources that will have access to the NSC or sensitive business areas **must** have valid government security clearances at the "Reliability Status" level or higher at the time of submission of the proposal and retain it for the duration of the project. Specific requirements for security clearance will be specified in each Work Request. Bidders in their proposals will clearly indicate their resources already cleared to Reliability status or higher as issued by the Canadian International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC) or a valid Reliability status clearance as issued by Transport Canada. Bidders will clearly indicate in their proposal what steps the Bidder will take to comply with the security work conditions for those resources that are not cleared. All resources **must** have the required Reliability status clearance prior to providing any services under the Contract.

1. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
2. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List at ANNEX C;
 - b) Industrial Security Manual (Latest Edition)

7. HEALTH AND SAFETY

Use of Telecommunications and other Portable Devices While Operating a Vehicle

The Contractor or the drivers will need to provide a cell phone. Drivers will supply the number to the TC representative and keep this phone in the appointed vehicles for use during the workday. Cost for the cell phone will be included in the hourly rate. As per the Transport Canada Vehicle User Handbook (ANNEX F), drivers shall not use any telecommunications or other portable devices while driving on a public road

when on duty or conducting business on behalf of TC. This applies to all vehicles, whether privately owned/leased or loaned by the Department, and covers hand-held and hands-free devices, e.g Bluetooth. This includes - but is not limited to - answering or making phone calls, engaging in phone conversations, reading or responding to e-mails and text messages. With regards to GPS navigation systems, destinations are to be set before driving. Drivers should also be aware of local laws on distracted driving.

REQUIRED TRAINING

Drivers proposed by the Contractor will be required, within the following two months after contract award, to attend and succeed the Young Drivers of Canada *Advanced Collision Avoidance Program (training only offered in English as supplier is an outside resource not affiliated with the public service)*. Drivers will be required to supply to the TC representative a copy of the evaluation at the end of each portion (Theory Portion and In Vehicle Portion). TC will not supply a vehicle for the In Vehicle Portion (Arrangement can be made with Young Drivers of Canada to have a vehicle available to the drivers). The Contractor will supply a new driver should a proposed driver fails to successfully complete the program. Cost for the required training will invoice separately to TC. TC will only pay for successful completion of the program.

SAFETY EQUIPMENT

The Contractor will ensure that all drivers have the required safety equipment appropriate to the class of vehicle being driven prior to beginning work, e.g. motorcycle drivers will be required to wear a full face helmet, armoured motorcycle jacket, jeans or appropriate pants, ankle-high boots and gloves . The TC Fleet Manager, to be named at contract award, will approve the equipment, prior to the allowing the driver(s) to operate a TC motorcycle.

8. AREA OF SERVICE DELIVERY

Drivers will be required to drive on pre-established routes for the exercising and service accumulation of vehicles. On average, driver will operate 1 - 4 vehicles per day, as needed.

Drivers may also be required to driver test vehicles to the following facilities:

1. Motor Vehicle Test Center, Blainville, Québec
2. Environment Canada, Emissions Research Lab, Ottawa, Ontario
3. National Research Council, Ottawa, Ontario

9. LEVEL of EFFORT

The **estimated** number of hours work for the year would be 6,800 hours.

The number of hours may vary according to actual needs and seasonal climate conditions.

10. CONTRACT PERIOD

The contract will commence upon the date of award by Transport Canada, and remain in effect for a period of 1 year (12 months).

10.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The potential total period of contract could be of three (3) years.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

11. TRAVEL

If required, TC may ask the Drivers to travel outside the National Capital Region in the course of performing their duties. If TC requires the Drivers to travel, the Department will reimburse the Contractor, in accordance with Treasury Board Travel Directives, for any expenditures the Drivers incur. The Contractor is responsible to provide TC with receipts for accommodations, incidentals, as outlined in the Travel Directives and reimbursing the drivers for travel expenditures.

Authorized travel and living expenses will be reimbursed without any allowance for overhead or profit in accordance with the Treasury Board Travel Directive in effect at the time that the travel expenses are incurred (http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp).

The maximum allowances currently in force are attached in Appendix E.

12. LOCATION OF WORK

Vehicles will be picked-up and dropped-off at a Transport Canada facility. Operation of the vehicles is for the purposes of official Transport Canada business only, no personal use is allowed, as referred to in the Transport Canada Vehicle User Handbook.

Drivers will work out of various locations within the National Capital Region. The primary location will be from the TC warehouse located in Ottawa. Secondary locations include, but are not limited to, TC's head offices, Environment Canada, Emissions Research Lab and National Research Council, all located in the National Capital Region (see section 9). Drivers will be required to provide their own source of transportation to these locations.

13. DELIVERABLES

Drivers operate vehicles on a specific route (provided by TC – refer to ANNEX A) within the National Capital.

Drivers will be required to:

1. complete a daily log of mileage accumulated. The log sheets will be provided by TC in hard copy format (ANNEX D for examples).
2. inspect and complete daily logs supplied by TC for commercial vehicles. The elements that are required to be inspected are identified in the inspection manuals.
3. complete fuel records – the driver will be required to write on the fuel receipt the TC vehicle identification number, the kilometres at fuelling and initial the fuel receipt. Fuel will be paid using the government issued credit card assigned to the vehicle.
4. communicate maintenance or other problems with the vehicles to the TC Fleet Manager. Drivers will not be responsible for performing any maintenance on the vehicles, (with the exception of refuelling, adding basic fluids – window washer fluid, oil, etc). However, they may be required to deliver vehicles to local dealerships where maintenance will be performed.

- 5. clean vehicles – cleaning of the vehicles will take place at a facility determined by TC.

14. REPLACEMENT OF CONTRACTOR RESOURCES

If a driver is not available, it is the responsibility of the Contractor to notify a TC Representative a minimum of 24 hours in advance. The driver may directly notify the TC Fleet Manager as well, but it is the responsibility of the Contractor to notify the TC Representative as soon as they are aware.

A TC representative will give the Contractor 12 hours notice if driver services are not required for any given day. Transport Canada will not be charged for any services if 12 hours notice has been given.

If a driver is absent for a period longer than 5 business days, is it the responsibility of the Contractor to provide TC with an alternate driver during their absence. Where possible, the Contractor must inform TC two weeks in advance if a driver will be absent.

Should the Contractor at any time be unable to provide the services of the Drivers named in the contract, the Contractor shall:

- be responsible for providing replacement personnel at the same cost;
- shall be of similar or greater ability and attainment and whom shall be acceptable to the Project Authority;
- notify the Project Authority in writing of the reason for the unavailability of the resource(s) named in the contract.
- provide to the Project Authority the name(s), and outline of the qualifications and experience of the proposed replacement resource 5 working days prior to replacement. Any proposed replacement will be subject to evaluation in accordance with the original evaluation process. TC retains the right to approve all alternate resources.
- If a driver incurs a major or serious conviction during the period of this contract, TC reserves the right to refuse service of the driver and request an alternate resource from the Contractor. Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been authorized by TC.

15. SELECTION CRITERIA

Basis of Selection - Assessment Criteria

Each bid will be evaluated based on a combination of mandatory criteria as well as point rated criteria. Bids must indicate that all the mandatory criteria have been met which will be indicated by checking the Yes boxes below. The point rated scores will be marked as indicated below. The minimum required score to pass is 280 points although successful bidders must pass both sections.

Mandatory Driver Requirements	YES	NO
1. Bidder must demonstrate that their proposed driver resources have a minimum of 5 years clean driving experience. This includes the two primary contract drivers as well as any additional drivers that could be called upon in the case of a primary driver being unavailable. The CV or Proposal must include:		
- Descriptions of relevant work experience including: <ul style="list-style-type: none"> o Nature of work; o Chronological work experience as a driver (indicated in years and months) 		
2. A copy of the Provincially-Issued Driver’s Licenses which illustrates that the proposed drivers have a combination the following class:		
- Light Duty License (G)		
- Heavy Duty License (AZ)		

- Motorcycle License (M)		
3. Statement of Drivers Record (to be attached to each bid)		
- No Criminal infractions, including major or serious convictions, suspensions or reinstatement (see Annex E for details) for up to 3 years based on the Statement of Drivers (this does not include parking tickets)		
4. Signed Documents		
- Signed Transport Canada User Handbook confirming they have read and understood it (see s. 3, Annex F)		
- Consent letter indicating Transport Canada can verify drivers record (see s. 4, Annex B)		
- The status of the security clearance for each proposed personnel, replacement personnel must be specified in the proposal, including the date at which the security clearance was granted and the date it expires, the security file (reference) number, the security level obtained and the issuing department.		
5. Financial		
A financial costing breakdown of the rates that will be paid for services. The financial breakdown should identify where rates will be different depending on the driver skills and training or other factors.		

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria	Maximum Number of Points	Cross Reference to Proposal
Point Rated Technical Scores		
<p>R1. Understanding of scope and objectives</p> <p>The Bidder shall include a section that indicates a comprehensive understanding of this project as well as its scope and objectives. This shall include:</p> <ul style="list-style-type: none"> • An indication of how the bidder’s proposed drivers will meet the required deliverables; • The approach on how the bidder will retain and manage the services of drivers. <p>Up to fifty (50) points will be allotted for each element for a maximum of hundred (100) points.</p>	Maximum 100	
<p>R2. Bidder and Driver Experience</p> <p>The Bidder shall include a short introduction (2 page maximum) with an overview of the need for the project, the objectives of the proposed work, the reasons for carrying it out as proposed and the benefits to be derived. Emphasis will be placed on each of the following elements:</p> <ul style="list-style-type: none"> • A clear understanding of the requirements; and • knowledge and understanding of the expected deliverables. <p>The bidder shall provide a description of their past work related to that being proposed under this contract and describe their previous experience with managing drivers and contracts and include references to past employers. This is not to be confused with documenting driver’s experience which is addressed below. In addition, the Bidder should provide a minimum of two references that confirm that the proposed driver resources have previously provided driver services. The driver references must include the title, the name and the contact information of the client (including email address) for whom the services were provided and the duration (month and year to month and year) and scope of the project.</p> <p>The Crown reserves the right to validate the information provided.</p>	Maximum 200	

<p>Canada will conduct the reference checks via email (unless the contact at the reference is only available by phone). Canada will send all email reference check requests to all of the contacts supplied by the Bidders on the same day. Canada must receive the responses within five working days. On the third working day after sending out the email if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact this reference directly to ensure that it responds to Canada within the five working days. Wherever information provided by a reference differs from the information supplied by the Bidder/Driver, the information supplied by the reference will be given precedence.</p> <p>171-200 = Complete and relevant information 141-170 = Thorough information, reasonably detailed info. 121- 140 = Adequate information 91-120 = Adequate information, minor inaccuracies 51-90 = Adequate information, lacking in details 1-50 = Poor information 0 = No relevance, incomplete or inaccurate information</p> <p>Up to a max of two hundred (200) points will be allotted to this element.</p>		
<p>R3. Recognition of problems and possible solutions</p> <p>The bidder shall demonstrate in detail two (2) samples of current work /projects (within last five years) to demonstrate potential challenges related to this project that could be anticipated and explain how these challenges could be addressed to meet the statement of work. Address challenges on how the bidder will ensure a drivers availability in the event that one of the two primary driver(s) is unavailable.</p> <p>Emphasis will be placed on the following elements:</p> <ul style="list-style-type: none"> • Description of potential challenges; • Demonstrate the approach to how the challenges will be handled. • Understanding of the challenges and the regulations that apply to this work; • Method and/or plan to replace a resource and still meet the requirement; • Experience and understanding of the expected deliverables (such as quality control and reporting). <p>Up to twenty (20) points could be allotted per element for up to a total of one hundred (100) points.</p> <p>61-100= Excellent understanding - highly detailed, comprehensive, accurate and relevant; 46-60 = Thorough understanding- reasonably detailed, generally accurate but has some minor weaknesses; 31-45 = Adequate Overview - lacking in detail, some inaccuracies and minor deficiencies; 16-30 = Poor understanding, lacking in detail 1-15 = Poor understanding , lacking in detail, inaccuracies, and major deficiencies; 0 = Information is incomplete or inaccurate</p>	<p>Maximum 100</p>	
<p>Maximum overall total of all of the point rated technical criteria is 400 Minimum required score is 280.</p>		

COST PROPOSAL:

The proposal with the lowest cost will be assigned 100 points and other firms will be assigned points on a pro-rata basis using the following formula:

$$\frac{\text{Lowest Cost}}{\text{Proposed Cost}} \times 100 = \text{Points awarded for cost}$$

SELECTION of BIDDER:

The bidder receiving the highest combined point rating (technical points + cost points) will be selected as the successful bidder.

REFERENCE DOCUMENTS

TB Fleet Guidelines at : <http://www.tbs-sct.gc.ca/mm-gm/doc/gfm-ggpa/c1-05-eng.aspx>

Transport Canada Vehicle User Handbook at :
<http://tcinfo/corporate-services/as/materiel/vehicles/handbook.htm>

National Joint Council Directive on Motor Vehicle Operations at :
<http://www.njc-cnm.gc.ca/directive/index.php?sid=267&hl=1&lang=eng>

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

4. Assignment, Subcontracting and Novation

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

5. Time of the Essence

- 5.1. Time is of the essence of the Contract.
- 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and 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
(CONFIDENTIALITY CLAUSE)

CONFIDENTIALITY REQUIREMENTS

Re: Request for Proposals T8080-140073
Driver Services for Advanced Technology Vehicle Mileage Accumulation

The Consultant 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 "E"

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

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

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and continental U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of taxes. The Contractor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Revenue Canada.
3. Taxes are not applicable to the per diem rates for travel in the U.S.A.
4. The Contractor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions
 - 5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
 - 5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
 - 5.1.2. Accommodation: standard commercial accommodation. Additional costs incurred for luxury accommodation will not be reimbursed. The allowance for accommodation at private non-commercial facilities is \$50.00 per night.
6. Kilometre rates payable in cents per kilometre for pre-authorized use of private cars:

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

Provinces	Cents/Km (taxes included)
Alta.	44.0
B.C.	48.0
Man.	47.0
N.B.	50.5
Nfld. and Labrador	53.0
N.W.T.	63.0
N. S.	51.0
Nunavut	61.0
Ont.	57.0
P.E.I.	50.5
P.Q.	51.5
Sask.	46.5
Yukon	62.5

7. Meals and Allowances

	Canadian \$ (taxes included)			
	Canada & USA ¹ (except Alaska)	Yukon and Alaska	N.W.T.	Nunavut
Meal Allowances				
• breakfast	\$15.95	\$15.85	\$22.20	\$21.50
• lunch	\$15.25	\$19.20	\$23.75	\$31.65
• dinner	\$42.45	\$50.85	\$54.10	\$70.55
Incidental expense allowances (per day, with overnight stay)	\$17.30	\$17.30	\$17.30	\$17.30

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

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

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

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

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

8. CONTRACT SECURITY

8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".

8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or Surety Company that the required contract security will be provided upon notification of contract award to the successful tenderer.

9. INSURANCE

9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".

9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. SIGNING OF DOCUMENTS

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

11. TENDER VALIDITY PERIOD

11.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.

11.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

11.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

12.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender will be rejected.

12.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

13. REFERENCES

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

14. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

TRANSPORT CANADA
APPENDIX “G”
REQUIREMENTS FOR SIGNATURE

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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

**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
APPENDIX “H”
PROGRAM FOR EMPLOYMENT EQUITY

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS**

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

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

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

- 1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;**
- 2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA**

- 1. SI VOUS SOUMISSEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET**
- 2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE**

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
- DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- CERTIFICATE NUMBER IS
- LE NUMÉRO OFFICIEL DE L'ATTESTATION EST _____

OR - OU

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

- BID IS LESS THAN \$200,000;
- LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
- VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
- VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION
NOM ET ADRESSE DE L'ORGANISATION

INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$200,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

Step 1: Certification

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$200,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

Step 2: Implementation

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation.

Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

Step 3: Compliance Review

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months.

When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

APPEALS AND SANCTIONS

The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the Federal Contractors Program-Criteria for Implementation on the HRDC website at the following address:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml>

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

Criterion 2: Assignment of a Senior Official to be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

- demonstrate the commitment among senior management to employment equity;
- select staff members to comprise an Employment Equity Committee;
- encourage union representatives to participate; and
- ensure that the other 10 FCP Criteria for Implementation are carried out with the support of the above-noted individuals.

Criterion 3: Collection and Maintenance of Workforce Information

Contractors can fulfill this criterion by collecting and recording the data for all employees and each of the designated group members. The data to be collected includes

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;
- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and
- salary data, including top and bottom salary ranges.

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

- analyzing the organization's internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

- analyzing the hiring, promotions, and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits; and
- demonstrating that new policies and procedures are practiced at all levels of the organization.

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).

Criterion 7: Development of an Employment Equity Plan

Contractors can fulfill this criterion by developing, implementing, and revising an Employment Equity Plan that contains all the components of the FCP Criteria for Implementation.

The objective of the Employment Equity Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or units within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Criterion 9: Establishment of a Positive Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal name of organization	Parent company is located outside Canada <input type="checkbox"/> Yes <input type="checkbox"/> No		
Operating Name (if different)			
Type of Industry (sector, purpose, etc.)	Total no. employees in Canada (Full-Time/Part-Time) ▶		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name	Title		
Telephone	Email		
CERTIFICATION			
The above-named organization: <ul style="list-style-type: none"> having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.			
Name (print)	Title		
Signature	Date		
RETURN INSTRUCTIONS			
IMPORTANT <ul style="list-style-type: none"> You must include the <i>signed original</i> of this form with your bid. You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768. 			

Criteria for Implementation

1. Communication of Employment Equity to Employees
2. Assignment of Senior Official to be Responsible for Employment Equity
3. Collection of Workforce Information
4. Workforce Analysis
5. Employment Systems Review
6. Establishment of Goals
7. Development of an *Employment Equity Plan*
8. Adoption of Positive Policies and Reasonable Accommodation
9. Establishment of a Positive Work Environment
10. Adoption of Monitoring Procedures
11. Authorization to Enter Premises

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.

TRANSPORT CANADA

APPENDIX "I"

BIDDER'S DECLARATION



BIDDER'S DECLARATION

File Number : T8080-140073

Project : Driver Services for Advanced Technology Vehicle Mileage Accumulation

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 _____



ANNEX A

ROUTING SCHEDULE (Example)

RUN #1	
TIME	LOCATION
8:00	2780 Sheffield Rd, Ottawa, ON
8:15	Head South East on Sheffield Rd. toward Walkley Rd. – 0.6km
8:25	Turn right Walkley Rd. – 7.9km
8:35	Turn left Riverside Drive – 4.4km
8:45	Continue on River Rd. – 0.8km
9:00	Arrive : 335 River Rd., Gloucester, ON
9:10	Head North River Rd. toward Jarvis Dr. – 0.8km
9:20	Continue on Riverside Dr. – 5.8km
9:30	Turn left Hog's back Rd. – 0.7km
9:40	Turn right Colonel By Dr. - 1.1km
9:55	Turn right University Dr. - 1.5km
10:10	Slight right on Campus Ave. – 0.2km
10:15	Continue on Sunnyside Ave. – 1.3km
10:25	Turn left on Riverdale Ave. – 0.9km
10:35	Turn left on Main Street – 1.5km
10:45	Slight right at Colonel By Dr. – 1.7km
10:50	Continue on Sussex Dr. – 2.4km
11:00	At the second roundabout, take the 2 nd exit onto Rockcliffe Pkwy – 3.5km
11:15	Turn right Birch Ave. – 0.4km
12:00	Turn left on Sandridge Rd. – 0.5km
13:00	Sandridge Rd. turns right and becomes St-Laurent Blvd. – 1.8km
13:15	Turn left on Montreal Rd. – 2.6km
13:30	Turn right on Blair Rd. – 1.4km
13:40	Turn left on Ogilvie Rd. - 2.0km
13:55	Turn right Montreal Rd. – 1.0km
14:10	Continue on St-Joseph Blvd. – 0.6km
14:25	Turn right at Bearbrook Rd. – 2.8km
14:30	Turn right Innes rd. – 1.1km
14:40	Turn right staying on Innes Rd. – 1.0km
15:00	Turn left on Anderson Rd. – 7.9km
15:10	Turn right onto to Highway 417 East ramp to Montreal – 0.6km
15:15	Merge to Highway 417 East – Trans Canada Highway East – 7.0km
15:20	Exit 96 on Boundary Rd. toward Carlsbad Springs/Metcalfe/Russell – 0.9km
15:30	Turn left at Boundary Rd. / RR-41 – 0.5km
15:35	Exit 96 on Boundary Rd. toward Carlsbad Springs/Metcalfe/Russell – 0.9km
15:40	Merge onto highway 417 West / Trans Canada Hwy West 12.7km
15:45	Exit 110 on Walkley Rd. – 0.8km
15:50	Turn left on Walkley Rd. - 0.8km
15:55	Turn right on Sheffield Rd. – 0.6km
16:00	END OF RUN at 2780 Sheffield Rd.

ANNEX B

**INSURANCE LETTER FOR ONTARIO AND QUEBEC
(to be completed by each driver)**

Authorization for the disclosure of a driving record to the
Ontario Ministry of Transportation

INFORMATION ON APPLICANT		
Name of applicant (company or agency)		
Name of the authorized person		
Address (No., street, apt.)	Municipality	
Province	Postal Code	Telephone No.

LICENCE HOLDER'S AUTHORIZATION		
Driver's Licence Number (please enter 15 characters)		
Name of the driver's licence holder		
Date of birth (YYYY-MM-DD)	Telephone (home)	Telephone (work)
	()	()
I, the undersigned, authorize the Ontario Ministry of Transportation to disclose the content of my driving record, including suspensions, revocations, demerit points and heavy vehicle driving-related offences, if any, to the applicant above. This consent is valid for twelve (12) months from the date of signature.		
_____ Licence Holder's Signature		_____ Date (YYYY-MM-DD)

This document has been prepared by the Manager of the Vehicle Programs Division to obtain driving records content for each individual authorized to drive programs vehicles. This document will be used for the sole purpose of establishing driver insurance policies.

ANNEX C

SECURITY REQUIREMENTS CHECKLIST

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

PART A: CONTRACT INFORMATION / PARTIE A: INFORMATION CONTRACTUELLE		
1. Originating Government Department / Organisation / Ministère ou organisme gouvernemental d'origine Transport Canada		2. Branch or Directorate / Direction générale ou Direction Environmental Initiatives
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBD	
4. Brief Description of Work / Brève description du travail The driver will be responsible of mileage accumulation, exercise of test vehicle and data collection of on road test campaigns / Les chauffeurs auront la responsabilité d'accumuler le kilométrage, de conduire les véhicules d'essais et d'accumuler les données provenant des campagnes d'essais routier		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to Unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées ou sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel de maintenance) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'informations auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies) / Préciser le(s) pays <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO INFORMATION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	OSMIC TOP SECRET / OSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC classifiés ou protégés?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquez le niveau de sensibilité.

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of Material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

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

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

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

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer au plus des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication) ainsi qu'à la réparation (ou au renouvellement) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Existera-t-il un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

PART 1 (continued) / PARTIE 1 (suite)


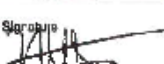

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE		NATO				COMBES			
	A	B	C	CONFIDENTIAL	SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	FORMER FOR SECRET CODES / FORMER SECRET	PROTECTED / PROTÉGÉE	CONFIDENTIAL	SECRET	TOP SECRET
Information / Assets / Informations / Actifs													
Personnel / Personnel													
Verbal / Verbal													
Written / Written													
Media / Media													
Other / Other													

12. a) Is the description of the work contained within the SFCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERG est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SFCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERG sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointées).

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres majuscules) Dominique-Pierre Dion				Title - Titre Fleet Manager		Signature 		
Telephone No. - N° de téléphone 613-990-5467		Facsimile No. - N° de télécopieur 613-949-3874		E-mail address - Adresse courriel dominique-pierre.dion@tc.gc.ca		Date 13/06/2014		
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres majuscules) Michael Sutherland				Title - Titre Chief Im/IT Security		Signature 		
Telephone No. - N° de téléphone 613-990-5531		Facsimile No. - N° de télécopieur 613-934-5855		E-mail address - Adresse courriel michael.sutherland@tc.gc.ca		Date 2014-06-13		
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?							<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres majuscules) Céline Chartrand				Title - Titre Contracting Specialist		Signature 		
Telephone No. - N° de téléphone (813) 991-0768		Facsimile No. - N° de télécopieur N/A		E-mail address - Adresse courriel Celine.Chartrand@tc.gc.ca		Date June 13/14		
17. Contracting Security Authority / Autorité contractants en matière de sécurité Name (print) - Nom (en lettres majuscules)				Title - Titre		Signature		
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur		E-mail address - Adresse courriel		Date		

ANNEX D

EXAMPLE FORMS

**VEHICLE AUTHORIZATION AND LOG RECORD
CHARGING DATA
DRIVERS DAILY LOG**

Données de charge / Charging Data

Mitsubishi i-MiEV (TC-10-13)

Température extérieure/Outside Temp : _____

Conditions routières/Road Conditions : _____

Utilisation/Usage :

Période/Period :

Accumulation
Tâches reliées au travail/Work related
Personnelle/Personal

Semaine/Week days
Fin de Semaine/Weekend

Accessoires utilisés/Accessories :

Chaleur/Heat
Sièges chauffants/Heated Seats

Air climatisé/AC
Essuies glaces/Wipers

Mode de conduite/Driving Mode :

D

B

B

Distance :

Km début : _____
Km fin : _____

Total parcouru : _____

Consommation d'énergie/Energy used

Kwh début/Start : _____
Kwh fin/end : _____

Total: _____

Temps de la charge/Charge time

Date du branchement/Plug in date : _____
Date du débranchement/Unplug date : _____

Heure/Time : _____
Heure/Time : _____

Chauffeur/Driver : _____

Signature : _____ Date : _____

ANNEX E

INSURANCE POLICY CONVICTION

Minor Convictions

Convictions of any moving traffic offenses (other than those specifically listed under ‘Major’ or ‘Serious’) under any Act governing highway traffic or Compulsory Automobile Insurance Act (C.A.I.A.) or any offenses substantially the same committed outside Canada including:

- fail or refuse to surrender licence CAIA
- fail to produce evidence of insurance
- fail to carry insurance card CAIA
- fail to carry evidence of insurance
- fail to have insurance card CAIA
- fail to disclose particulars CAIA

Major Conviction

Convictions of the following offenses under any Act governing highway traffic or Compulsory Automobile Insurance Act (C.A.I.A.) or offences substantially the same committed outside Canada:

- failing to report an accident
- failing, in the event of an accident, to give his/her name and licence to the police or any other person entitled to such information
- improper passing of a school bus
- improper passing/ speeding in a school or playground zone
- driving without insurance
- operated motor vehicle – no insurance CAIA
- vehicle owner without insurance CAIA
- false statement re insurance MVACA (Motor Vehicle Accident Claims Act)
- produce false insurance MVACA (Motor Vehicle Accident Claims Act)
- make false statement CAIA
- speeding in excess of 50 kph over limit
- permit novice drive in contravention of cond/rest
- class G1accomp driver – fail/ refuse provide breath
- class G1 drive unaccomp by qualified driver
- class G1 accomp driver excess blood alcohol
- class G1 drive with front seat passenger
- class G1/G2 drive with excess passengers
- class G1 drive on prohibited highway
- class G1/M1 drive at unlawful hour
- class M1 drive motorcycle with passenger
- class M1 drive motorcycle on prohibited highway

Serious Convictions

Convictions of the following offenses under the Criminal Code of Canada or under an Act governing highway traffic or any other Act or any offenses substantially the same whether committed within or outside Canada any convictions which appear on a Driver Record Abstract identified as Criminal Code convictions:

- criminal negligence committed in the operation or use of a major vehicle
- manslaughter committed in the operation or use of a motor vehicle
- racing
- careless driving
- driving without due care and attention
- dangerous driving
- impaired driving
- failure or refusal to submit to a breath or blood test
- failure to stop at the scene of an accident
- failure to stop for a police officer, resulting in an extended suspension of licence (e.g. three years)
- novice driver fail/refuse breath sample
- class G1/G2/M1/M2 drive with alcohol in blood with or without Administrative Drivers Licence Suspension (A.D.L.S.)

If convictions for impaired driving and failure or refusal to take a breath or blood test relate to the same occurrence, they will be considered as one conviction.

ANNEX F

**TRANSPORT CANADA VEHICLE USER HANDBOOK
AND
TC VEHICLE USER SIGNATURE**

Transport Canada Vehicles User Handbook

Introduction

Employees, summer students and research associates are often requested to use either a government-owned or leased vehicle, daily rental, their personal car or a taxi to fulfill the mandate of Transport Canada. This document is aimed at anyone who has to use road transportation to conduct official Departmental business.

Transport Canada has approved a new Motor Vehicle and Ground Transportation Policy. The objective of the policy is to ensure:

- all modes of ground transportation are managed together in order to provide the overall best value to the department; and
- departmental motor vehicles are selected, acquired, used and disposed of in ways that will provide the best possible support to departmental operations and objectives.

This document does not supersede the official Motor Vehicle and Ground Transportation Policy. Rather, it has been prepared to give you, as a driver, a handy reference on departmental policies and some advice on things you need to know when operating a government car.

1. What entitles me to use a government vehicle?

Basically, there exist three rules to determine if you are entitled to drive a government vehicle:

1. You have a valid reason to use a government car in your work;
2. You have received prior authorization from your Responsibility Centre Manager; and
3. You have a valid driver's license.

Unauthorized vehicle use may be grounds for disciplinary action. You can be held responsible for any action undertaken while driving the vehicle. Unauthorized use includes, but is not limited to: driving without a valid driver's license, operating a vehicle for personal business without prior approval and carrying unauthorized passengers.

2. Who can be the driver?

All authorized personnel of Transport Canada can drive a departmental vehicle. This list includes:

- a departmental employee (permanent, temporary or casual) on authorized duty;
- an official visitor, when so designated by the Responsibility Centre Manager;
- clients served by the department; and

- any person having business with the department, in situations where the department is required to provide transportation.

Use of a government vehicle by non-government employees to conduct official government business requires **written** authorization from your Responsibility Centre Manager, who should **consider the level of risk to the Department**.

3. Who can be the passenger?

Only passengers having received prior authorization are allowed in a government vehicle. The list of people is the same as the one mentioned in the [Section 2: Who can be the driver?](#) Of course, in emergency situations (i.e. accidents, road breakdowns) common sense prevails, so you can assist your fellow motorist. The important thing to remember is that you are the only person capable of controlling the misuse of government vehicles, it is therefore your responsibility.

4. What should I be aware of before driving the vehicle?

It is your duty as a driver to know and understand all federal and provincial laws and regulations associated with the use of a motor vehicle. Here are some items that you should be particularly aware of:

4.1 Seat Belts

Not only is it important to wear a seat belt, but it must be worn correctly to help reduce your chances of injury or death. Today's vehicles provide a variety of restraint mechanisms. Be sure you are always correctly restrained by both the lap and shoulder belts. Wearing a seat belt is not only good sense, **it's the law**.

4.2 No-Smoking Policy

Government vehicles are considered a workplace environment. You can only use a government vehicle for the performance of your duties; therefore, smoking in a governmental vehicle, as in any other governmental workplace, **will not be tolerated**.

4.3 Air Bags

Air bags save lives. They work best when everyone is buckled up. The force of an air bag can hurt those who are too close to it. Drivers can prevent air bag-related problems by following the vehicle specific safety points posted in the vehicle, which is usually located above the driver's sun visor or in the vehicle owner's manual.

4.4 Use of Telecommunications and other Portable Devices While Operating a Vehicle

Employees shall not use any telecommunications or other portable devices while driving on a public road when on duty or conducting business on behalf of TC. This applies to all vehicles, whether privately owned/leased or loaned by the Department, and covers hand-held and hands-free devices. This includes - but is not limited to - answering or making phone calls, engaging in phone conversations, reading or responding to e-mails and text messages. With regards to GPS navigation systems, destinations should be set before driving. Drivers should also be aware of local laws on distracted driving.

4.5 Contents of the Glove Compartment

Before using a departmental vehicle, you should make sure that the following items are included in the glove compartment:

- [Transport Canada Insurance Policy Card](#) (Catalog Number 07-0210)
- [Driver's Report on Vehicle Accidents](#) (Catalog Number 07-0240)
- [TC Monthly Log for Personal Use of Government Vehicle](#) (Catalog Number 07-0241)
- An authorized departmental fleet credit card (i.e. ARI Canada, GE Capital)
- Ownership Documents
- Registration Permit

5. What happens if I am involved in an accident?

5.1 What should I do?

If you are involved in an accident, you should remain at the scene and set out warning devices to prevent further complications. Obtain medical assistance for anyone who may be injured, as quickly as possible. The next step is to notify the police and obtain information such as:

- license numbers of other vehicles involved;
- names of the people involved;
- time, date, place, weather and road conditions;
- names and addresses of any witnesses;
- inform your Responsibility Centre Manager (RCM) as soon as possible;
- report accidents on the [TC Monthly Log for Personal Use of Government Vehicle](#) (Catalog Number 07-0241) which should be found in the vehicle's glove compartment.

TRANSPORT CANADA VEHICLE USER

The following information is required prior to using a TC government vehicle:

User Name:..... TC Employee: Non-TC Employee:

Section: Phone:

Date : Time:

Destination:

Purpose:

Operator's signature indicates acceptance for compliance in full with manual [TP 13265 "Government Vehicles User Handbook"](#) and the standard operating and safety procedures, including safe work and/or protective practices.

I certify that I have a valid driver's license

Operator's Signature: _____

Transport Canada Program and/or Fleet Manager Approval

Approval constitutes:

1. Confirmation that travel is for official government business;
2. A government vehicle user handbook was provided;
3. A training on standard operating and safety procedures was provided; and
4. Advice on safe practices and use of protective equipment was provided.

Signature: _____ Date: _____

Print Name: _____

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Driver Services for Advanced Technology Vehicles
NUMBER - NUMÉRO T8080-140073
DATE DUE - DÉLAI July 28, 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)