



Transport
Canada

Transports
Canada

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

SEPTEMBER 9 2014

Subject: Request for Proposal T8080-140174
Literature Review of Train Control Technologies

The Department of Transport has a requirement to establish a contract for the services that are described in the Statement Of Work attached hereto as Appendix "A".

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 T8080-140174**", 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 15:00 hours (3 p.m.) Ottawa local time on 24 september 2014. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 15:00 hours will not be accepted and will be returned to the sender unopened.**

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

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 Statement of Work 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 Statement Of Work;
- names of resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

FOUR copies of the Technical Proposal are required.

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

ENVELOPE 2 - COST PROPOSAL

Bidders shall complete and return TWO copies of the “Offer of Services” (Appendix “D”) 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 “D”.

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 “E”.

Transport Canada has determined that any intellectual property arising from the performance of the work under any resulting contract will vest in Canada, on the following grounds:

6.4.1 To generate knowledge and information for public dissemination. Please refer to the Supplemental Conditions attached hereto as Appendix “F”.

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 Yevgeniy Kozlov, Transport Canada (AFMC), FAX: (613) 991-0854, and must be received **before 12:00 hours 17 September 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 Yevgeniy Kozlov at yevgeniy.kozlov@tc.gc.ca or 613-990-3353 or by fax at 613-991-0854.

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

- Reject any or all bids received in response to the bid solicitation;**
- 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.

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

8. CONTRACT SECURITY

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

9. INSURANCE

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the

expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

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

13. INCOMPLETE TENDERS

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

14. REFERENCES

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

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

Appendix A

STATEMENT OF WORK

Literature Review of Train Control Technologies

(2014-09-02)

1.0 INTRODUCTION

Several high profile rail accidents have been caused by the failure of crews to consistently recognise and follow train signals, including two high-speed derailments of passenger trains carrying approximately 100 people. There are a variety of passive and active train control technologies in use and on the market which can reduce or eliminate these crew errors and some systems can apply train braking in order to avert an accident.

The Advisory Council on Railway Safety (ACRS) Train Control Working Group has been formed to study fail-safe train control technologies and make recommendations for implementation in Canada, beginning with the high speed rail corridor. The Working Group is gathering information on the existing installed technologies, the current state-of-the-art of train control technologies and the emerging technologies in order to advise on the options and propose options for the way forward for Canada.

1.1 Bibliography

The following is a sample of suggested documents to include in the literature review:

1. Transport Canada, *A review of state-of-the-art train control systems technology (TP 13105E)*, Ottawa, Canada
2. Taylor, G.D., *Operational Evaluation of Train Control and Dispatcher Assist Functions: Location, Identification and Control*, November 1984.
3. Blouin, François, Perras, Claude *et al*, *Information Technology : GPSTrain Safety System v2 – RRAB*, Transport Canada, February 2014.
4. The Institution of Engineering and Technology, *Railway Signaling and Control Systems (RSCS 2010)*, 2010.
5. Wiley Series in Systems Engineering and Management, *Concept-Oriented Research and Development in Information Technology – Chapter 8: Future of Railway Signaling and Train Control*, 2013.

2.0 PROJECT OBJECTIVE

The objective of this research project is to complete an exploratory literature review of technologies in use, the current state-of-the-art, and emerging train control technologies.

3.0 SCOPE OF WORK

The work to be carried out will include a review of the following rail technologies:

- In-cab signalling systems;
- Proximity detection devices;
- Speed detection and alarm systems;

- Other in-cab automation which serves as crew decision aids;
- Other in-cab automation with penalty enforcement capabilities related to train and/or switch position and speed restrictions, including systems with train to office and wayside to office communications with back office computer systems and other restrictions that could be imposed (e.g., track occupancy permit, slow orders) ; and
- Current in-cab systems in use in Canada which could be adapted to add train control functionality (e.g., Leader or Trip Optimizer).

4.0 DETAILED WORK DESCRIPTION

The following are the principal elements of the work that the Contractor will perform:

4.1 Work plan

Produce a detailed overall work plan, activity schedule, cash flow projection, project management control, and documentation procedures within three weeks of effective contract commencement date. These are to be submitted to the Transport Development Centre (TDC) project manager for review and approval. The work plan is to include the dates for submission and review of milestones and final report, as well as dates of Project Review Meetings described in Section 5.2.

4.2 Review of existing, off-the-shelf, and emerging technologies currently on the market, including those in use in Canada and those presented at the 2014 Positive Train Control (PTC) World Congress.

Review and provide a description of technical specifications and functionalities of existing in-use, current state-of-the-art, and emerging train control technologies in Canada and in other markets. Source publications may include peer reviewed papers, government documents, working group reports, white papers, conference proceedings, and product specification documents as well as any publically available results of field tests, pilot studies, reliability testing, or other results of operational use of technologies. The review and description must include the technologies presented at the 2014 Positive Train Control World Congress.

The minimum technical specifications and description for each technology must include:

- Name of the supplier;
- Commercial product name;
- Technology name (e.g., Advanced Civil Speed Enforcement System, Communications-based Train Control)
- System architecture (e.g., office, back-office, wayside);
- Vitality (e.g., fail safe, redundancy);
- On-board enforcement capability (e.g., speed enforcement, penalty brake application);
- Train positioning technologies (e.g., GPS, transponders);
- Train to wayside communication architecture/specifications;
- Plain language description of the technology's high level functions and capabilities;
- Plain language description of the technology's current phase of development (e.g., prototype, concept, in-the-field, etc.) and related timelines; and
- Whenever available, list of Canadian or foreign companies which have used or are using the technology.

4.3 Review of publically available costing data and information.

Review the available costing data and costing models for the technologies identified under 4.2.

4.4 Assessment of the Leader and Trip Optimizer in-cab systems currently in use in Canada.

Provide a summary of any documentation describing of the adaptability of the Leader and Trip Optimizer in-cab systems currently in use in Canada to the addition of train control functionality.

4.5 Monthly progress reports

The progress reports must provide a status update on all milestones. Reasons for delays and the mitigation strategies must be provided.

4.6 Final report

The final report must detail the findings under 4.2, 4.3, and 4.4.

5.0 SPECIAL INSTRUCTIONS

5.1 Information Dissemination

5.1.1 Credit for Transport Canada (TC)/Transport Development Centre (TDC) Support

Contractors are encouraged to publicize their research; however, all publicity is to be coordinated with the TDC Project Officer, and credits are to be given to TDC involvement, giving particular care to the spelling of “Transportation Development Centre”.

5.1.2 Illustrative Deliverables

Suitable opportunities for visual material creation should be sought during the course of the contract, in the form of slides, photographs, video tapes, or drawings, illustrating the concepts and technical equipment being developed or tested. In the case of digital images, contractors are asked to provide these in high-resolution format (minimum 300 dpi).

5.1.3 Limitation of Views and Opinions

In addition to credits for TC/TDC support, the contractor will ensure that any presented and published work; including public conferences and workshops linked to the work carried out under this contract contain a TC/TDC statement of limited views and expressions as per Appendix C, or an acceptable variation of the statement, as approved by the Technical Authority.

5.2 Project Review Meetings (PRM)

After contract award, a project kick-off meeting may be held at contractor offices, Transport Canada offices, or through teleconference to review and confirm project tasks, development schedule, contributions and level of efforts, and project participants and roles. The Contractor will produce an updated work plan one week after the project kick-off meeting. The Contractor will produce the agenda and the minutes of the meeting. Both the minutes and the updated work plan should be delivered to the Technical Authority.

PRMs will be held upon completion of project milestone at a location to be specified by the Technical Authority. Conference calls may be used to convene meeting participants if warranted. If required, additional review meetings will be called. For each PRM, the Contractor will present the progress made and will prepare minutes including the written presentation notes/overheads. These minutes will be prepared in electronic format and emailed to the Technical Authority.

6.0 PROJECT ADMINISTRATION

Contract administration will be provided by Transport Canada Contracting.

7.0 PROJECT CONTROL

A critical scheduling method is required to monitor the project timelines, cost and resources.

8.0 PROGRESS REPORTS

Notwithstanding PRM requirements, progress reports shall be submitted electronically every **month** to the Technical Authority. A progress meeting may also be held, as required by technical authority, either by telephone or at a location to be specified by the Technical Authority.

These reports shall be prepared using the MS Word template entitled TC/TDC Progress Report (form TDC/CDT 2004-001), and the electronic file saved as a *.doc or *.docx file named according to the following convention:

Contract number, year-month-day.doc

e.g., T8200-123456-789-ABC, 2004-10-27.doc

9.0 REPORT DELIVERABLES

The work plan as required in section 4.0 will be provided to TC/TDC. The summary and final technical report as required in section 4.0 will be prepared by the Contractor to be published by TC/TDC and satisfy the requirements listed below. It will describe the work completed and results obtained. This report will be published by TC/TDC. Other technical reports will not be published and will be submitted in the author's format.

9.1 Language

The reports are to be prepared in English and French.

9.2 General Report Requirements

The summary report shall provide an outline of the project as well as the results obtained. The final report shall meet these general requirements:

9.2.1 The final report will be professionally written and edited.

9.2.2 The report shall be prepared in accordance with the "TC/TDC Publication Standards and Guidelines for Contractors (TP 929)", available on TC/TDC's web site: <http://www.tc.gc.ca/innovation/tdc/publication/tp929e/menu.htm>. Contractors are expected to be thoroughly familiar with TP 929. Reports are subject to review by TC/TDC for quality control and adherence to TP 929.

9.2.3 The report will be assigned an identification number (TP number) by TC/TDC.

9.2.4 The report must include a summary of the overall work done as outlined in section 4.0 in both official languages. TC/TDC will provide the translation services. The summary may be either an executive summary section in the report or a separate document. (Decision to proceed with the latter must be made in consultation with the TC/TDC Project Officer).

9.2.5 To enable the report to be fully accessible, a document describing in text, each of the graphics in the report must be produced following the instruction in "TDC Accessibility Reporting Requirements" to be supplied by the Technical Authority.

9.2.6 The report must include a Publication Data Form (TDC/CDT 79-005 Rev. 96) (PDF) in both official languages, provided by TC/TDC.

9.2.7 At the draft report stage, the contractor must submit the summary as well as the PDF abstract and key words in electronic format produced on or converted to Microsoft Word (version 2000).

9.2.8 SI (metric) units shall be used (unless special exception is warranted).

9.3 Deliverable Requirements

9.3.1 Two electronic versions of the report are required on a CD-R or flash drive. The first must be produced as or converted to a Microsoft Word (version 2000 or 2007) document. The second must be an Adobe portable document format (pdf) file. The disk should contain the entire text of the report in one *.doc or *.docx file as well as one *.pdf file, and carry a label specifying the software version used, the title of the report, and the TP number. The disk should also contain source files of all digital images (minimum 300 dpi) produced during the course of the contract.

9.4 Delivery Schedule

9.4.1 The schedule for submission of reports by the contractor and response by TC/TDC shall be:

- a) The contractor shall provide 1 copy of the draft of the final technical report, the TDC accessibility reporting requirements document, the annotated presentation together with an electronic copy of the summary and the Publications Data Form abstract and keywords, by end of December 2014.
- b) TC/TDC will provide technical and editorial comments on the draft final report to contractor, up to 4 weeks after receipt.
- c) The contractor shall provide electronic versions of the report up to four (4) weeks after receipt of TC/TDC's comments or by January 30, 2015 at the latest.

9.4.2 For control purposes, report deliverables shall be delivered to:

Technical Authority

Appendix B

The contract will be awarded to the contractor with the highest technical score with the proposed financial proposal under \$50,000 including taxes.

In order to advance to the evaluation of technical criteria the bidder must satisfy all of the mandatory criteria.

Mandatory Technical Criteria

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	Principal Researcher must have a minimum of sixty (60) months experience completed prior to the date of bid closing in the conduct of research related to train control technologies, which includes researching, developing or deploying data or products or services to enable uptake of train control technologies. The Bidder will be required to provide curriculum vitae for the proposed Principal Researcher that clearly demonstrates; where, the month and year commenced and completed, and how (through what activities and responsibilities) the stated experience was acquired.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	The Bidder must demonstrate its experience in the conduct of research related to train control technologies, which includes researching, developing or deploying data or products or services to enable uptake of train control technologies. To demonstrate compliance, the Bidder must provide references (including contact names and telephone numbers) and samples of their last two (2) projects, related to researching, developing or deploying data or products or services to enable uptake of train control technologies, within the last ten (10) years from the bid closing, demonstrating successful project quality and completion.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

The bidder must obtain a minimum score of 51 out of 70 in order to advance to opening of financials and contract award.

Rated Criteria

Item	Rated Requirement	Scoring Methodology	Max Points	Reference to Bidder's Proposal
<p>1. TECHICAL APPROACH AND RESEARCH STRATEGY (40 points) Minimum Score required to pass R1 = 30 points / Maximum points available = 40 points</p>				
<p>R1.1</p>	<p>The Bidder should provide Project and Task Management Plan detailing the work breakdown structure, personnel allocation, level of effort and risk and mitigation strategies for successful completion of the project.</p>	<p>10 points: The proposal does not address all elements, or includes a project and task management plan, and risk and mitigation strategies however there are major deficiencies.</p> <p>15 points: The proposal includes a project and task management plan that addresses the work breakdown structure and personnel allocation. Management risks are identified and mitigation strategies are presented however there are minor deficiencies.</p> <p>20 points: The proposal includes a project and task management plan that addresses the work breakdown structure and personnel allocation. A comprehensive management risk analysis identifying issues that may jeopardize the successful completion of the project is provided and effective mitigation strategies are described.</p>	<p>20</p>	
<p>R1.2</p>	<p>The Bidder should clearly outline its proposed Technical Approach and Research Strategy as it relates to the requirements of the Statement of Work. Sufficient detail should be provided to demonstrate the Bidder's grasp of</p>	<p>10 points: The proposal does not clearly outline the proposed technical approach and research strategy or it includes a technical approach and research strategy but there are major deficiencies in the methodologies proposed to; (i) collect the data and conduct the research; (ii) compile the data and research and present the report; and, (iii) evaluate the data and the research.</p> <p>15 points: The proposal clearly</p>	<p>20</p>	

	<p>the requirement and the Bidder's ability to meet it.</p> <p>The Technical Approach and Research Strategy should include, but not be limited to the following:</p> <ul style="list-style-type: none"> i) Methodology used to collect the data and conduct the research; ii) Methodology used to compile the data and research and present the report; and, iii) Methodology used to evaluate the data and the research. 	<p>outlines the proposed technical approach and research strategy and demonstrates the Bidder's grasp of the requirement and the Bidder's ability to meet it. The methodologies proposed to; (i) collect the data and conduct the research; (ii) compile the data and research and present the report; and, (iii) evaluate the data and research; however there are minor deficiencies.</p> <p>20 points: The proposal clearly outlines its proposed technical approach and research strategy and demonstrates the Bidder's grasp of the requirement and Bidder's ability to meet it. Comprehensive and effective methodologies are proposed to; (i) collect the data and conduct the research; (ii) compile the data and research and present the report; and, (iii) evaluate the data and research.</p>		
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2. PRINCIPAL RESEARCHER QUALIFICATIONS (20 points)

Minimum Score required to pass R2 = 14 points / Maximum points available = 20 points

R2.1a	<p>The Bidder should detail the education and professional qualifications of the proposed Principle Researcher and provide supporting documentation, such as copies of Diplomas, Certifications or Degrees, letter from the University or a Transcript, and membership.</p> <p>The year and the organization issuing the supporting documentation should be</p>	<p>3 points: Principal Researcher has a University Undergraduate Degree.</p> <p>5 points: Principal Researcher has a University Undergraduate Degree and a Professional Qualification (such as, member in a professional association).</p> <p>7 points: Principal Researcher has a University Graduate Degree.</p> <p>10 points: Principal Researcher has a University Graduate Degree and Professional Qualifications (such as, member in a professional association).</p>	10	
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	identified.			
R2.1b	<p><i>The Bidder should demonstrate the proposed resource has participated in up to four relevant research projects.</i></p> <p><i>“Relevant” is defined as related to researching, developing or deploying data or products or services to enable uptake of train control technologies.</i></p>	<p><i>3 points: two relevant research project</i></p> <p><i>7 points: three relevant research projects</i></p> <p><i>10 points: four relevant research projects</i></p>	10	
3. BIDDER’S QUALIFICATIONS				
Minimum Score required to pass R3 = 7 points / Maximum points available = 10 points				
R3.1	<p>The Bidder should detail its experience in researching, developing or deploying data or products or services to enable uptake of train control technologies. This should include successful project management and completion. Bidders must not use the project submitted in response to Mandatory Technical Criteria M2.</p>	<p>Rating:</p> <p>3 points: one project</p> <p>7 points: two projects</p> <p>10 points: three projects</p>	10	
Total Score (Max 70 Min 51)				

Appendix C

BASIS OF PAYMENT

Technical Literature Review of Train Control Strategies

The total cost of the project must not exceed \$50,000, including tax (all inclusive fixed price).

Payment distribution is as follows:

	Basis
<u>Deliverables</u>	
Work plan by end of October 2014	
Total for work plan	12%
Draft report by end of December 2014	
Total for draft report	40%
Final report by end of January 2015	
Total for final report	48%
<i>Total cost not to exceed:</i> (Including taxes)	\$50,000

APPENDIX "D"
OFFER OF SERVICES

OFFER FOR: Literature Review of Train Control Technologies

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 Statement of Work which is attached hereto as Appendix "A".
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 "D", attached hereto and entitled "Offer of Services";
 - (ii) Document marked Appendix "A", attached hereto and entitled "Statement Of Work";
 - (iii) Document marked Appendix "E", attached hereto and entitled "General Conditions".
 - (iv) Document marked Appendix "F", attached hereto and entitled "Supplemental Conditions"

3. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered costs not to exceed \$50,000 tax included :

3.1 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".

An all-inclusive fixed price of:

(Total 2.1.1 and 2.1.2 from Annex "A")

\$ _____
(GST/HST included)

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

3.2 Method of Payment

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

4. 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.

5. 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.

6. 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 _____, Canada.

7. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 60 calendar days after the proposal closing date.

8. 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.

9. Bidder's Declaration

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

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

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” - Literature Review of Train Control Technologies

PRICE BREAKDOWN FOR T8080-140174

Bidders shall provide a breakdown of the Fixed Price quoted in Article 3.1 of this Offer of Services in accordance with the following requirements.

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

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>
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2. 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 E

GENERAL CONDITIONS

PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

1.1. "Amendment" means "Revision";

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

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

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

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

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

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

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

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

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

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. Time of the Essence

5.1. Time is of the essence of the Contract.

5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.

5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. Indemnification

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

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

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

7. Notices

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

8. Termination or Suspension

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

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

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

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

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

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

9. Termination due to Default of Contractor

9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

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

9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

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

11. Ownership of Intellectual and Other Property including Copyright

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

11.2. Technical documentation shall contain the following copyright notice:

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

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

12. Conflict of Interest and Post-Employment Measures

12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.

12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments

and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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

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

whichever is later.

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

21. No Other Benefits

21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.

21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

22. Applications, Reports, Payments by Contractor and Applicable Legislation

22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.

22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.

22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. Minister's Responsibilities

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

24. 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.

Appendix F
SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY
ARISING UNDER CROWN PROCUREMENT CONTRACTS

CROWN OWNS

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

CROWN OWNS:

Canada to Own Intellectual Property Rights in Foreground Information

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

01 Interpretation

1. In the Contract,

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

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

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

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

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

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

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

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

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

02 Disclosure of Foreground Information

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

03 Canada to Own Intellectual Property Rights in Foreground Information

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

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU Canada (année)

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

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

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

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

(a) for the use, operation, maintenance, repair or overhaul of the Work;

(b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;

I for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

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

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

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

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

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

05 Right to License

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

06 Access to Information; Exception to Contractor Rights

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

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

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

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

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

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

07 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that

contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

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

**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.

Annex G
Sample Envelope Label

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR
NUMBER - NUMÉRO T8080-140174
DATE DUE - DÉLAI September 24, 2014, 15:00 HRS (3:PM) OTTAWA TIME

TENDER - SOUMISSION

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