



Transport  
Canada

Transports  
Canada

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

Subject: **Request for Proposal T8080-140020- Risk and Countermeasure Assessment Tool to Control Access to Railway Property**

The Department of Transport has a requirement to establish a contract for the services that are described in the Terms of Reference/Evaluation Criteria 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 T8080-140020**", 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 October 21, 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/Evaluation Criteria in sufficient detail to enable evaluation in accordance with the Evaluation Criteria including:

- an indication of an understanding of the requirements and responsibilities of the project;

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

**FOUR** copies of the Technical Proposal are required.

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

### **ENVELOPE 2 - COST PROPOSAL**

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

**Note:** Only cost information shall be provided in Envelope 2. All technical information supporting the proposal must be in Envelope 1 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.**

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

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

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

The Offer of Services form is to be signed in accordance with the Requirements for Signature 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 Osman Zakir, Transport Canada (AFTC), FAX: (613) 991-0854, e-mail [osman.zakir@tc.gc.ca](mailto:osman.zakir@tc.gc.ca) , and must be received **before 12:00 hours (noon) EDT on October 14, 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 Osman Zakir at 613-998-7816 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,

Osman Zakir  
Transport Canada  
Contracting Specialist  
330, Sparks Street/Tower C  
Place de Ville - AFTC  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-998-7816  
Fax: 613-991-0854  
E-Mail: [osman.zakir@tc.gc.ca](mailto:osman.zakir@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"**

**INSTRUCTIONS TO TENDERS**

**"D"**

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

**"E"**

**SAMPLE RETURN ENVELOPE**

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

**OFFER FOR: Risk and Countermeasure Assessment Tool to Control Access to Railway Property**

**OFFER SUBMITTED BY:** \_\_\_\_\_  
**(Name of Company)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(Complete Address)**

**GST Number** \_\_\_\_\_

**PBN Number** \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

**3. Period of Services**

The Contractor hereby offers to perform the services from contract award to April 30, 2015.

Any contract concluded as a result of the acceptance of this offer will be awarded for the specified period above.

**4. Cost Proposal**

The Contractor hereby offers to perform and complete the work for the following tendered costs. The all-inclusive per diem prices/rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, equipment and materials. (excluding Travel)

The Contractor shall tender an all-inclusive per diem price for the conduct of all work as described in the Terms of Reference. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price.

The total cost of the project must not exceed \$100 000, excluding tax (all inclusive fixed price). Payment distribution is as follows:

<b>Basis</b>	
	<b><u>Deliverables</u></b>
	Work plan by October 2014
	<b>Total for work plan</b>
	Review of research, regulations, policy documents and current practices by November 2014
	<b>Total for review</b>
	Spatial analysis of trespassing incidents and development of hotspot criteria by January 2015
	<b>Total for spatial analysis</b>
	Trespassing hotspot typology and appropriate countermeasures by February 2015
	<b>Total for draft report</b>
	Draft report by March 2015
	<b>Total for draft report</b>
	Final report by April 2015

<b>Total for final report</b>	
<b>Total cost: (Excluding taxes)</b>	

**4.1 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..

**4.2 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.

**4.3 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.

**5. 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.

**6. 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.

**7. 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.**

**8. 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)



# **TRANSPORT CANADA**

## **APPENDIX “B”**

### **TERMS OF REFERENCE AND SELECTION CRITERIA**

#### **1.0 INTRODUCTION**

Trespassing on railway property continues to be a major safety issue resulting in a significant amount of injuries and fatalities every year. An average of 56 people per year have died and 25 been seriously injured by a train while trespassing on railway property in the past 20 years. Transport Canada, the railway industry, municipalities and land owners/developers all have a role to play in helping to reduce the occurrence of trespassing on railway property. The current trends of expanding railway activities and increasing urban development near railway property will lead to more interaction between people and trains. There could be a higher potential for serious injury and death due to trespassing. It is necessary to be pro-active in identifying high risk areas for trespassing and deploying appropriate and effective countermeasures to control access to railway property. Countermeasures are classified under the framework of the three Es; engineering, education and enforcement. Engineering countermeasures include physical interventions such as signs and fences to control access to railway property. Education countermeasures include community outreach and awareness programs to inform people of the dangers and consequences of trespassing. Enforcement countermeasures include ticketing, fines and regulations. Research to date indicates that countermeasure work best when they are combined and address all three Es.

The purpose of the current project is to develop an evidence based tool that will allow regulators, railways and planners to evaluate existing trespassing sites and to identify potential high-risk areas in order to implement appropriate and effective access control methods to mitigate the risk of injuries and fatalities.

#### **2.0 PROJECT OBJECTIVE**

The objective of this project is to provide guidance on the implementation of trespassing countermeasure from a reactive and a proactive point of view. Reactive refers to addressing known trespassing problem areas by implementing effective countermeasures; proactive refers to identifying trespassing hotspots and assessing risks in order to recommend appropriate and effective countermeasures. The results of this project will provide a tool to regulators, railways, municipalities and planners that will create a typology for high-risk trespass areas based on a set of criteria and provide appropriate and effective countermeasure.

#### **3.0 SCOPE OF WORK**

The work to be carried out will include:

- reviewing recent research, regulations, policy documents and current practices for access control to railway property;
- undertaking a spatial analysis of data on trespassing incidents;
- developing criteria to rank the level of risk of trespassing hot spots;
- creating a typology of types of trespassing risk areas with guidelines for appropriate and effective countermeasures; and
- producing a report describing the work carried out, the findings, the conclusions and the recommendations.

#### **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 TDC project manager for review and approval. The work plan is to include the dates for submission and review of milestones and final reports, as well as dates of Project Review Meetings described in Section 5.2. Tasks include the following:

##### **4.1.1 Research, regulations, policy documents and current practices**

- Review existing research on railway trespassing and countermeasures
- Review relevant regulations and policy documents from international (US, EU, Australia, Asia) federal, provincial and municipal governments (including fencing requirements for transportation corridor, industrial sites and utility right-of-way) and from relevant associations regarding trespassing and proximity issues.
- Hold review meeting to report findings to the Project Steering Committee.

##### **4.1.2 Spatial analysis of trespassing incidents and development of hotspot criteria**

- Examine spatial data from the TSB (provided by Transport Canada) on trespassing incidents and explore possibilities for collecting spatial data from other sources.
- Using geographic information systems (e.g. Esri ArcGIS or similar software) undertake a spatial analysis to highlight defining characteristics, such as population density, land use types and/or structuring features (i.e.: overpasses, bridges, buildings) of trespassing incident hotspots. Highlight railway basic characteristics such as main corridor, industrial track or yard; if main corridor number of tracks and maximum speed of trains.
- Establish criteria, based on information obtained through the spatial analysis to rank the level of risk of trespassing hotspots.
- Hold review meeting to report findings to the Project Steering Committee.

##### **4.1.3 Trespassing hotspot typology and appropriate countermeasures**

- Develop a trespassing hotspot typology that ranks sites based on trespassing incident risk.
- Identify appropriate countermeasures for each type of trespassing hotspot and provide guidance on countermeasure implementation, along with cost benefit analyses.
- Hold a review meeting to report findings to the Project Steering Committee.

#### 4.1.4 Produce final report and presentation

Produce a professionally written and edited final report, in accordance with Transport Canada's TCP929 standards, which documents all tasks undertaken in this project.

An annotated presentation that will be used for general project dissemination will also be prepared to accompany the final report.

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".

## 5.0 **SPECIAL INSTRUCTIONS**

### 5.1 Information Dissemination

#### 5.1.1 Credit for TC/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 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**

The Director, Transportation Development, has appointed Daniel Blais to manage the project on behalf of TC/TDC.

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 **three months** to the Technical Authority. A monthly progress meeting may also be held 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 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.

### **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 professional 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 \*.doc 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 February 2015.
  - b) TC/TDC will provide technical and editorial comments on the draft final report to contractor, 4 weeks after receipt.
  - c) The contractor shall provide electronic versions of the report four (4) weeks after receipt of TC/TDC's comments or 2015-03-31 at the latest.
- 9.4.2 For control purposes, report deliverables shall be delivered to:

Technical Authority  
Transport Canada, Transportation Development Centre

**SELECTION CRITERIA**

Bidders are advised to carefully read the mandatory requirements below and address each area of the criteria in sufficient detail using a table or matrix format, which will help evaluators refer to the specific requirements they are searching for, to clearly and effectively demonstrate compliance and show how the work will be accomplished.

**MANDATORY REQUIREMENTS**

1. Project Manager must have a minimum of thirty-six (36) months experience completed prior to the date of bid closing in project management. The Bidder must provide a curriculum vitae for the proposed Project Manager that clearly demonstrates; where, the month and year commenced and completed, and how (through what activities and responsibilities) the stated experience was acquired.
2. Principal Researcher must have a minimum of sixty (60) months experience completed prior to the date of bid closing in conducting research related to transportation and geographical information systems and railway safety. The Bidder must provide a 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.
3. The Bidder must demonstrate their experience in conducting research related to transportation and geographical information systems and railway safety. To demonstrate compliance, the Bidder must describe in sufficient detail a minimum of one research projects that included conducting research related to transportation and geographical information systems and railway safety, carried out and completed by the Bidder within the past ten (10) years, from the date of bid closing. The Bidder should utilize Project Description Form 1.1, “M3 - Bidder’s Experience” provided in Attachment 2 to of the Request for Proposal to demonstrate the required experience.

**RATED REQUIREMENTS**

	<b>MAXIMU M POINTS</b>
<b>1. QUALITY AND RESPONSIVENESS OF PROPOSAL (30 points)</b>	
1.1 Demonstrated project and task management plan	15
1.2 Proposed work Technical Approach and Research Strategy	15
<b>2. PROJECT TEAM QUALIFICATIONS (35 points)</b>	
2.1 Principal Researcher Education and Qualification	10
2.2 Principal Researcher Experience	10
2.3 Project Manager Education and Qualification	10
2.4 Project Manager Experience	5
<b>3. BIDDER’S QUALIFICATIONS (10 points)</b>	
3.1 Bidder’s experience in conducting research related to transportation and geographical information systems and railway safety in addition to the projects provided in response to Mandatory Technical Criteria, M3.	10
<b>TOTAL</b>	<b>75</b>

**Note 1:** In order to be considered acceptable, proposals must receive 70% or more of the points available in each of the above three categories, and 80% or more points in total.

**Note 2:** Proposals must include a clear description of level of effort by work element to permit its assessment against the proposed accomplishments.

<b>EVALUATION CRITERIA: RATING GUIDE</b>			
<b>Risk and Countermeasure Assessment Tool to Control Access to Railway Property</b>			
<b>1. QUALITY AND RESPONSIVENESS OF PROPOSAL (30 points)</b>			
<b>Criteria 1.1 (15 points)</b>	<b>5 points</b>	<b>10 points</b>	<b>15 points</b>
<p>Demonstrated project and task management plan.</p> <p><i>Submission Requirement:</i> The Bidder should submit a proposal demonstrating their project and task management plan. The project and task management plan should address the work breakdown structure, personnel allocation, level of effort and risk and mitigation strategies for successful completion of the project.</p>	<p>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>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>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>

<b>Criteria 1.2 (15 points)</b>	<b>5 points</b>	<b>10 points</b>	<b>15 points</b>
<p>Proposed work Technical Approach and Research Strategy.</p> <p><i>Submission Requirement:</i> The Bidder should submit a proposal clearly outlining 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 the requirement and the Bidder's ability to meet it. The Technical Approach and Research Strategy should include, but not be limited to the following;</p> <ul style="list-style-type: none"> <li>i) Methodology used to collect information and data;</li> <li>ii) Methodology used to conduct spatial analysis and develop hotspot criteria and typology; and</li> <li>iii) Methodology used to evaluate and validate results and prescribe appropriate countermeasures.</li> </ul>	<p>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;</p> <ul style="list-style-type: none"> <li>(i) collect information and data;</li> <li>(ii) conduct spatial analysis and develop hotspot criteria and typology; and</li> <li>(iii) evaluate and validate results and prescribe appropriate countermeasures.</li> </ul>	<p>The proposal clearly 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;</p> <ul style="list-style-type: none"> <li>(i) collect information and data;</li> <li>(ii) conduct spatial analysis and develop hotspot criteria and typology; and</li> <li>(iii) evaluate and validate results and prescribe appropriate countermeasures, however there are minor deficiencies.</li> </ul>	<p>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;</p> <ul style="list-style-type: none"> <li>(i) collect information and data;</li> <li>(ii) conduct spatial analysis and develop hotspot criteria and typology; and</li> <li>(iii) evaluate and validate results and prescribe appropriate countermeasures.</li> </ul>



**2. PROJECT TEAM QUALIFICATIONS (35 points)**

<b>Criteria 2.1 (10 points)</b>	<b>0 points</b>	<b>3 points</b>	<b>5 points</b>	<b>7 points</b>	<b>10 points</b>
<p>Principal Researcher Education and Qualification</p> <p><i>Submission Requirements:</i></p> <p>The Bidder should submit evidentiary documents demonstrating the Qualifications and Education of the Principal Researcher, including copies of Qualifications, Diplomas, Certifications, or Degrees (or a letter from the University).</p> <p>For each evidentiary document provided the Bidder should clearly demonstrate; where, when, and how (through what activities and responsibilities) the stated qualifications were acquired.</p>	<p>Principal Researcher has a High school Diploma, or Post-Secondary Certification or College Diploma.</p>	<p>Principal Researcher has a University Undergraduate Degree.</p>	<p>Principal Researcher has a University Undergraduate Degree and a Professional Qualification (such as, member in a professional association).</p>	<p>Principal Researcher has a University Graduate Degree.</p>	<p>Principal Researcher has a University Graduate Degree and Professional Qualifications (such as, member in a professional association).</p>

<b>Criteria 2.2 (10 points)</b>	<b>0 points</b>	<b>3 points</b>	<b>7 points</b>	<b>10 points</b>
Principal Researcher Experience	Zero or one relevant research projects	Two relevant research projects	Three relevant research projects	Four relevant research projects
<p>The Bidder should demonstrate the previous experience of the Principal Researcher by completing Project Description Form 2.1, "Principal Researcher Experience" provided in Attachment 2 of the Request for Proposal, for up to four relevant research projects completed by the proposed Principal Researcher.</p> <p>Relevant research projects consist of the conduct of research related to transportation and geographical information systems and railway safety</p>				

<b>Criteria 2.3 (10 points)</b>	<b>0 points</b>	<b>3 points</b>	<b>5 points</b>	<b>7 points</b>	<b>10 points</b>
<p>Project Manager Education and Qualification</p> <p><i>Submission Requirements:</i> The Bidder should submit evidentiary documents demonstrating the Qualifications and Education of the Project Manager, including copies of Qualifications, Diplomas, Certifications, or Degrees (or a letter from the University).</p> <p>For each evidentiary document provided the Bidder should clearly demonstrate; where, when, and how (through what activities and responsibilities) the stated qualifications were acquired.</p>	Project Manager has a High school Diploma, or Post-Secondary Certification or College Diploma.	Project Manager has a University Undergraduate Degree.	Project Manager has a University Undergraduate Degree and a Professional Qualification (such as, member in a professional association).	Project Manager has a University Graduate Degree.	Project Manager has a University Graduate Degree and Professional Qualifications (such as, member in a professional association).
<b>Criteria 2.4 (5 points)</b>	<b>0 points</b>	<b>1 points</b>	<b>3 points</b>	<b>5 points</b>	
<p>Project Manager Experience</p> <p>The Bidder should demonstrate the previous experience of the Project Manager by completing Project Description Form 2.2, "Project Manager Experience" provided in Attachment 2 of the Request for Proposal, for up to four projects completed by the proposed Project Manager.</p>	Zero or one projects	Two projects	Three projects	Four projects	

<b>3. BIDDER'S QUALIFICATIONS (10 points)</b>				
<b>Criteria 3.1 (10 points)</b>	<b>0 points</b>	<b>3 points</b>	<b>7 points</b>	<b>10 points</b>
<p>Bidder's experience in conducting research related to transportation and geographical information systems and railway safety in addition to the projects provided in response to Mandatory Technical Criteria, M3.</p> <p><i>Submission Requirements:</i> The Bidder should demonstrate his previous experience by completing Project Description Form 2.3, "Bidder's Experience" provided in Attachment 2 of the Request for Proposal, for up to four relevant projects completed by the Bidder in addition to the projects provided in response to Mandatory Technical Criteria, M3.</p> <p>Relevant projects consist of the conducting research related to transportation and geographical information systems and railway safety</p>	Zero or one relevant projects	Two relevant projects	Three relevant projects	Four relevant projects

**PROJECT DESCRIPTION FORMS**

**1. Mandatory Technical Criteria – Project Description Forms**

**1.1 M3 – Bidder's Experience**

In the format outlined below, the bidder should provide a description of relevant projects identified to in response to Mandatory Technical Criteria, M3. The bidder should submit one form per project and add space as necessary to fully describe the required information detailed in Mandatory Technical Criteria, M3.

<b>Bidder's Name:</b>

<b>Project Title:</b>			
<b>Project Duration (Date: yyyy/mm/dd)</b>	Commencement Date:	Completion Date:	
<b>Client:</b>		<b>Project Total Dollar Value:</b>	\$
<b>Location of the Project:</b>			
<b>Description of the Project:</b>			
<b>Objectives:</b>			
<b>Scope and Tasks:</b>			
<b>Outcome or Result:</b>			

**2. Point Rated Technical Criteria – Project Description Forms**

**2.1 Principal Researcher Experience**

In the format outlined below, the bidder should provide a description of relevant projects identified to in response to Point Rated Technical Criteria, R2.1.a “Principal Researcher Experience.” The bidder should submit one form per project and add space as necessary to fully describe the required information detailed in R2.1.a “Principal Researcher Experience.”

<b>Bidder’s Name:</b>		<b>Name of Proposed Principal Researcher:</b>	
<b>Roles and Responsibilities of the Principal Researcher:</b>			
<b>Project Title:</b>			
<b>Project Duration (Date: yyyy/mm/dd)</b>	Commencement Date:	Completion Date:	
<b>Client:</b>		<b>Project Total Dollar Value:</b>	\$
<b>Location of the Project:</b>			
<b>Description of the Project:</b>			
<b>Objectives:</b>			
<b>Scope and Tasks:</b>			
<b>Outcome or Result:</b>			

## 2.2 Project Manager Experience

In the format outlined below, the bidder should provide a description of relevant projects identified to in response to Point Rated Technical Criteria, R2.2.b “Project Manager Experience.” The bidder should submit one form per project and add space as necessary to fully describe the required information detailed in R2.2.b “Project Manager Experience.”

<b>Bidder's Name:</b>		<b>Name of Proposed Project Manager:</b>	
<b>Roles and Responsibilities of the Project Manager:</b>			
<b>Project Title:</b>			
<b>Project Duration (Date: yyyy/mm/dd)</b>	Commencement Date:	Completion Date:	
<b>Client:</b>		<b>Project Total Dollar Value:</b>	\$
<b>Location of the Project:</b>			
<b>Description of the Project:</b>			
<b>Objectives:</b>			
<b>Scope and Tasks:</b>			
<b>Outcome or Result:</b>			

### 2.3 Bidder's Experience

In the format outlined below, the bidder should provide a description of relevant projects identified to in response to Point Rated Technical Criteria, R3.1 "Bidder's Experience." The bidder should submit one form per project and add space as necessary to fully describe the required information detailed in R3.1 "Bidder's Experience."

<b>Bidder's Name:</b>			
<b>Project Title:</b>			
<b>Project Duration (Date: yyyy/mm/dd)</b>	Commencement Date:	Completion Date:	
<b>Client:</b>		<b>Project Total Dollar Value:</b>	\$
<b>Location of the Project:</b>			
<b>Description of the Project:</b>			
<b>Objectives:</b>			
<b>Scope and Tasks:</b>			
<b>Outcome or Result:</b>			



## BASIS OF SELECTION

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria.

The Method of Selection to issue the resulting Contract is the technically responsive proposal that obtains the highest combined rating of technical merit and price and will be calculated as indicated in Supplier Selection Method below.

### 1.1 SUPPLIER SELECTION METHOD:

The contractor will be selected on the basis of the highest responsive combined rating of technical merit and price. The total proposal rating of each proposal will be calculated as follows:

#### Rating of Technical Proposal

$$\frac{\text{Total Technical Points}}{\text{Maximum Technical Points}} \times 70 \text{ points}$$

#### Rating of Financial Proposal

$$\frac{\text{Lowest total Estimated cost among all Technically Compliant Bidders}}{\text{All other Total Estimated Cost of Individual Supplier bids}} \times 30 \text{ points}$$

#### Total Proposal Rating

Total Proposal Rating = Technical rating + Financial Rating

**TRANSPORT CANADA**

**APPENDIX "C"**

**GENERAL CONDITIONS**

## **GENERAL CONDITIONS PROFESSIONAL SERVICES**

### **1. INTERPRETATION**

In the Purchase Order,

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

### **2. PRIORITY OF DOCUMENTS**

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

### **3. SUCCESSORS AND ASSIGNS**

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

#### **4. ASSIGNMENT, SUBCONTRACTING AND NOVATION**

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

#### **5. TIME OF THE ESSENCE**

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

#### **6. INDEMNIFICATION**

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

## **7. NOTICES**

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

## **8. TERMINATION OR SUSPENSION**

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

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

## **9. TERMINATION DUE TO DEFAULT OF CONTRACTOR**

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

Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

**10. RECORDS TO BE KEPT BY CONTRACTOR**

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

**11. OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT**

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

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

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

**12. CONFLICT OF INTEREST AND POST-EMPLOYMENT MEASURES**

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

### **13. CONTRACTOR STATUS**

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

### **14. WARRANTY BY CONTRACTOR**

- 14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

### **15. MEMBER OF HOUSE OF COMMONS**

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

### **16. AMENDMENTS**



- 16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.
- 16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

## **17. ENTIRE AGREEMENT**

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

## **18. PAYMENT BY THE MINISTER**

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

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

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

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

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

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

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

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

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

whichever is later.

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

## **19. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS**

- 19.1. For the purposes of this Article:
- 19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,
  - 19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General or Canada and given for payment of an amount due and payable,
  - 19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and
  - 19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.
- 19.4. The Minister shall not be liable to pay interest on overdue advance payments.

## **20. SCHEDULE AND LOCATION OF WORK**

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

## **21. NO OTHER BENEFITS**

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

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

- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter

which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

### **23. MINISTER'S RESPONSIBILITIES**

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

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

- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;
- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and
- 24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
- 24.6. **In this Article:**
  - 24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

**TRANSPORT CANADA**  
**APPENDIX "D"**  
**INSTRUCTIONS TO TENDERERS**

## **INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

In the Invitation to Tender

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

### **2. TENDER CLOSING**

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

### **3. TENDER OPENING**

#### **IN THE CASE OF A PUBLIC TENDER OPENING**

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

### **4. OFFICIAL TENDER FORMAT**

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

### **5. QUESTIONS DURING TENDER PERIOD**

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

### **6. REVISION OF TENDERS**

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

### **7. TENDER SECURITY**

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

## **8. CONTRACT SECURITY**

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

## **9. INSURANCE**

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

## **10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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

## **11. SIGNING OF DOCUMENTS**

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

## **12. TENDER VALIDITY PERIOD**

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

## **13. INCOMPLETE TENDERS**

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

## **14. REFERENCES**

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

## **15. LOWEST TENDER NOT NECESSARILY ACCEPTED**

The lowest or any tender will not necessarily be accepted.

Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and

d. Negotiate with the sole responsive bidder to ensure best value to Canada.

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



**TRANSPORT CANADA**

**APPENDIX "E"**

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

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

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY**

<u><b>PARTIES</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>SIGNATURE</b></u>
<b>INCORPORATED COMPANY</b>	(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.
<b>PARTNERSHIP</b> (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.
<b>SOLE PROPRIETORSHIP</b> (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)
<b>MUNICIPALITY</b>	(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.

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;

1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET

2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA

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.

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. Veuillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.

**Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Veuillez 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.**

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.**

\*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

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### FEDERAL CONTRACTORS PROGRAM 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](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml) 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    Programme de contrats fédéraux  
Program

**Certificate of Commitment to Implement Employment Equity**

<b>ORGANIZATION</b>			
Legal Name of Organization		Parent company is located outside Canada	
Operating Name (if different)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Industry (sector, purpose, etc.)		Total no. employees in Canada (Full-Time/Part-Time)   ►	
<b>HEAD OFFICE</b>			
Address (street, building, etc.)		City	Province
		Telephone	Postal Code
		Fax	
<b>EMPLOYMENT EQUITY CONTACT</b>			
Name		Title	
Telephone	Email		
<b>CERTIFICATION</b>			
<p>The above-named organization:</p> <p>having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, <b>AND</b> intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,</p> <p>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.</p>			
<b>SIGNATORY</b>			
<b>NOTE:</b> 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 <b>with the authority to implement Employment Equity in the organization.</b>			
Name (print)		Title	
Signature		Date	

## RETURN INSTRUCTIONS

### IMPORTANT

You must include the *signed original* of this form with your bid.

You must also fax a *copy* 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.

***RETURN ENVELOPES***

**ENVELOPE 1 - TECHNICAL**

PLEASE ENSURE THE FOLLOWING INFORMATION IS  
PROVIDED ON THE FRONT OF **ENVELOPE 2 - COST**

- CONTACT NAME
- TELEPHONE NUMBER
- FAX NUMBER

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR <b>Risk and Countermeasure Assessment Tool to Control Access to Railway Property</b>
NUMBER - NUMÉRO <b>T8080-140020</b>
DATE DUE - DÉLAI October 21, 2014 14:00 HRS (2:PM) OTTAWA TIME

## TENDER RECEPTION

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