



Transport Canada Transports Canada
Ontario Region Région de l'Ontario
Corporate Services Services généraux
4900 Yonge Street 4900 rue Yonge
North York, ON North York, ON
M2N 6A5 M2N6A5

November 3, 2014

Subject: **Request for Proposal T4002-140018**
2011/2012/2013 Noise Exposure Contour Reports for Billy Bishop Toronto City Airport

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 T4002-140018**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Tender Reception
3rd Floor Cashier's Desk
4900 Yonge Street
North York, Ontario M2N 6A5

Proposals must be received at the above noted address **no later than 15:00 hours (3 p.m.) Toronto local time on November 28, 2014. It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 15:00 hours will not be accepted and will be returned to the sender unopened.

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

Note: It is the practice for couriers to deliver directly to the main mailroom, which requires an internal mail delivery that can delay reception of the bid by Tender Reception. Please **ensure** that the courier company is instructed to deliver 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, including a detailed workplan;
- a summary of company experience directly related to the Terms of Reference
- names of resource(s) proposed to be assigned to the work, identifying the resource that will be the Project Team Leader, 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”.

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 Lynn Renfrew, Transport Canada (PDFM), FAX: (416) 952-0417, e-mail lynn.renfrew@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on November 20, 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 Lynn Renfrew at 416-952-0430 or by fax at 416-952-0417.

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,

Lynn Renfrew
Procurement and Contracting Officer
Ontario Region
Tel: 416-952-0430 Fax: 416-952-0417
E-mail: lynn.renfrew@tc.gc.ca

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

OFFER FOR: T4002-140018, 2011/2012/2013 NOISE EXPOSURE CONTOUR REPORTS FOR BILLY BISHOP TORONTO CITY AIRPORT

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST/HST Number _____

PBN Number _____

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

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

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

3. Period of Services

The period of the contract is for a duration of approximately 15-20 weeks after contract award.

4. Cost Proposal

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

4.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Terms of Reference. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price in accordance with the requirements identified in the attached Annex “A”.

An all-inclusive fixed price of:
(Total of items 1 and 2 from Annex “A”)

\$ _____
(GST/HST extra)

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

4.2 Method of Payment

Payment of fixed price for services rendered will be made upon receipt and acceptance of each deliverable by the Departmental Representative. Contractors shall propose a progress payment schedule in their offer based on achievement of deliverable/milestones identified in the Terms of Reference. (see Appendix “B” – Terms of Reference and Selection Criteria).

The payment schedule shall be attached to the Offer of Services (see Annex “B” – Proposed Payment Schedule).

The Department reserves the right to negotiate an acceptable payment schedule prior to contract award.

4.3 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.

4.4. 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.

8. Bidder's Declaration

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

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

9. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2014

In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A” – 2011/2012/2013 NOISE EXPOSURE CONTOUR REPORTS FOR BILLY BISHOP TORONTO CITY AIRPORT

PRICE BREAKDOWN FOR T4002-140018

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

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

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

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

ANNEX “B”

2011/2012/2013 NOISE EXPOSURE CONTOUR REPORTS FOR BILLY BISHOP TORONTO CITY AIRPORT

PROPOSED PAYMENT SCHEDULE FOR T4002-140018

1. Tenderers shall indicate below a proposed progress payment schedule based on the achievement of milestones or deliverables identified in the terms of reference at Appendix “B”.
2. The final instalment shall be in an amount that is at least 20% of the total all inclusive fixed price for professional services.
3. The Department reserves the right to negotiate an acceptable payment schedule deemed unreasonable prior to contract award.

Task	Due Date	Amount
Draft Report	8 Weeks after control tower data has been received	% or \$
Final Deliverable	4 Weeks after Draft Report has been received	% or \$

TRANSPORT CANADA

APPENDIX “B”

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

TERMS OF REFERENCE
TRANSPORT CANADA, ONTARIO REGION
2011/2012/2013 Noise Exposure Contours
Billy Bishop Toronto City Airport

Background

The operation of the Billy Bishop Toronto City Airport is governed by a Tripartite Agreement between the Toronto Port Authority, The City of Toronto (Lessor) and Her Majesty the Queen in right of Canada represented by the Minister of Transport (Minister). The agreement was amended as of June 30, 2003.

Definition (from the Tripartite Agreement)

“Noise Exposure Forecast Contour” (NEF Contour) means a line joining points on the ground in the vicinity or within the boundaries of an airport, which experience equal exposure to noise produced by aircraft using that airport, where each point’s exposure to aircraft noise is calculated for a time in the past or estimated for a time in the future as the combination over all aircraft operations of the integrated time history of each individual aircraft’s noise signature, represented by the unit of Effective Perceived Noise Level (EPNL), scaled and calculated in accordance with section 34.

Scope

To provide a Noise Exposure Contour study, one for each year shown. Each study should contain two contour maps; one with Helicopters and one without based on the 95-percentile level of aircraft movements for the calendar years of 2011, 2012 and 2013.

The report should include as a minimum:

- Methodology, *Metrics and Parameters and Method of calculation, Noise contours, Calculation assumptions, Calculation of peak planning day, Fleet composition and summary of runway use.*
- Findings and recommendations, *Include 2 individual Noise Contour maps showing the 2011, 2012 and 2013 NEF contours.*
- Report Conclusions.
- Report bibliography, source of data used.
- Appendices showing fleet composition and aircraft movement summary.
- Helicopter Flight paths have been established, as per the Canada Flight Supplement. These Flight paths were established on October 22nd, 2009 therefore Helicopter movements are to be included in the study.

Description of Work

Develop actual Noise Exposure Contours based on the 95-percentile level of all aircraft and helicopter movements during 2011 and 2012 and 2013. It will be the responsibility of the successful bidder to obtain/ utilize the Statistics Canada and daily control tower records of aircraft and helicopter movement data. Transport Canada will provide a contact name for the successful bidder to contact NavCanada.

Review the data to ascertain if the actual 28 Noise Exposure Contour is closer at any point, except in a direction westerly of the Toronto City Centre Airport between points “X” and “Y”, to the official 25 NEF Contour for 1990 than to the official 28 NEF Contour for 1990, (reference Schedule F of the Tripartite Agreement). Provide 2 contour maps, one with Helicopters and one without.

The method of preparation of the contours will be developed using the Transport Canada NEFCALC v 2.0.6 or later software program.

In order that the calculated contours are representative of a near to worst case 24 hour period, they are based on the number of aircraft operations for a Peak Day. This is essentially a 95th percentile day meaning that for only 5% of the time there are more aircraft operations than this 95th percentile day. The following procedure is used to determine the number of aircraft operations for a Peak Day. During the year, the three busiest months are isolated (usually the summer months) and the seven busiest days in each of the three months, for a total of 21 days, are identified. The Peak Planning Day is then calculated as the average number of movements over these 21 days.

Therefore: $NP = (1/21) * (N1 + N2 + N3 + \dots + N21)$

Where Np = Peak Day

Ni = number of movements on the i th day of the 21 chosen days.

Data for past aircraft movements is contained in the monthly Aircraft Movement Statistics (AMS).

Helicopter Noise values are available for Algorithm conversion from US Advisory Circular No: 36-1H, Appendix 10.

Runway 88 flight data and Air show traffic that does not land or takeoff from the airport should be excluded from the 95th percentile calculation.

References

1. The 1983 Consolidated Tripartite Agreement excerpts (Annex A)
2. Transport Canada Noise Exposure Software (**the method that has been updated from DOS to Windows NEFCALC v 2.0.6 or later is the only model to be used** – access to the program will be provided by Transport Canada).
3. Statistic Canada aircraft movement data (the official final published statistics are to be utilized), and are accessible from Statistics Canada. Daily tower records can also be used in conjunction with Statistics Canada to obtain data.

4. The 1990 Noise Exposure Forecast (NEF) Contour Map dated April 1978 for the Toronto City Centre Airport, bearing Reference Number OR11 prepared for Central mortgage and Housing Corporation by the Minister of Transport

Work plan (timelines are subject to change)

1. Start-up meetings (one week after award) and any follow-up meetings will be by tele-conferencing.
2. Access Statistics Canada control tower record data.
3. Completion of work and draft report provided to Transport Canada 8 weeks after data has been received.
4. Review of the report by Transport Canada and input to consultant– 2 weeks after report received.
5. Finalization of report – within 2 weeks after input received from Transport Canada.

Responsibilities

1. Any changes to delivery dates must be approved by the Departmental Representative.
2. The proposals submitted will be presented as a fixed contract price. Revisions to the fixed contract price may occur only if there are changes or additions to the approved scope of work/deliverables.
3. Should delays occur, immediate notification must be provided in writing (e-mail).
4. 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 by way of formal amendment of the Departmental Contracting Authority.

Imposed Constraints

1. The report is considered to be confidential until such time as released by Transport Canada.
2. Transport Canada is to have ownership and copyright of the report.
3. The selected consultant must identify any conflict of interest situations.

Deliverables

1. Ten hard copies of the final report must be provided, along with an electronic copy (MS Word, MS Excel or Powerpoint), in English only.

Experience

The Bidder shall be able to demonstrate, through a description of similar or related projects or experience, their:

1. Corporate Experience in airport related projects, specifically noise contour studies
2. Team members' experience in airport related issues, specifically noise contours studies and any airport related qualifications or certifications acquired.

Security Requirements

There are no security requirements for this contract. The Contractor will be working at their respective place of business and will not be required to access confidential, classified or secret documents.

Intellectual Property

Transport Canada has determined that any intellectual property arising from the performance of the work under the contract will vest in Canada.

6.4 Where the main purpose of the Crown procurement contract, or the deliverables contracted for, is:

6.4.1 To generate knowledge and information for public dissemination.

Project Schedule

The project schedule will be as indicated in the work plan noted above, and will be confirmed after the contract award, and be subject to the availability of the information provided by Statistics Canada.

Departmental Authorities

Project Authority

(provided at Contract Award)

Contracting Authority

Lynn Renfrew
Transport Canada – PDFM
4900 Yonge St., Ste. 300
North York, ON M2N 6A5
Ph: 416-952-0430
Fax: 416-952-0417
lynn.renfrew@tc.gc.ca

Period of Contract

The period of the contract is for a duration of approximately 15-20 weeks after contract award.

EXCERPTS FROM THE TRIPARTITE AGREEMENT

PUBLICATION OF AERONAUTICAL INFORMATION

33. The Minister shall ensure during the entire term of this Lease Agreement that the provisions specified in paragraphs 14(1)(d) and 14(1)(e) are published and will continue to be published in all relevant aeronautical information publications published by the Federal Department of Transport.

NEF CONTOURS

34. (1) For the purposes of paragraph 14(1)(f) the Minister shall supply the Lessor and the Lessee, at the request of either, with actual NEF Contours based on the 95 percentile level of aircraft movements during the immediately preceding calendar year, and which shall, subject to subsections (2) and (4), be prepared using the same method as used in the NEF procedure of the Federal Department of Transport on the effective date of this Lease Agreement, together with all supporting documentation:
- (a) as soon as data is available following the end of the first calendar year during which limited commercial STOL service is taking place; and
 - (b) as soon as data is available following the end of any subsequent calendar year during which the number of general aviation aircraft movements or the number of STOL aircraft movements has increased over the immediately preceding calendar year.
- (2) If: (a) the average daily number of seaplane movements on the seven busiest days of total aircraft movements of each of the three busiest months of total aircraft movements in any calendar year exceeds thirty (30); or
- (b) an actual 28 NEF Contour provided under this section is closer at any point, except in a direction westerly of the Island Airport between points "X" and "Y", to the official 25 NEF Contour for 1990 than to the official 28 NEF Contour for 1990, all as shown in Schedule "F" attached hereto, the Lessor may require that the actual NEF Contours referred to in subsection (1) for the calendar year in question and, subject to subsection (3), for calendar years subsequent to the year in question, be revised to include the noise attributable to seaplanes.
- (3) If the conditions specified in paragraph (2)(a) or paragraph (2)(b) do not occur in any calendar year, the Minister shall not be required to revise the actual NEF Contour for that year to include the noise attributable to seaplanes.

- (4) The actual NEF Contours prepared in accordance with subsection (1) shall include the noise attributable to helicopters for any calendar year during which flight paths were required to be followed for at least half of that year pursuant to section 35.

HELICOPTER MOVEMENTS

35. (1) Subject to subsections (2) and (3), if the Lessor demonstrates that in the immediately preceding calendar year or the then current calendar year:
- (a) the total number of all helicopter movements has exceeded four thousand (4,000); or
 - (b) the number of heavy helicopter movements has exceeded five hundred (500), the Lessor by notice may require the Minister within one hundred eighty (180) days of receipt of such notice to specify flight paths for all helicopters operating to or from the Island Airport.
- (2) If pursuant to a request from the Lessor made under subsection (1) or as a result of a finding of a Court as stated in subsection (4), the Minister has specified flight paths for helicopters operating to or from the Island Airport, the Minister shall require such helicopters to follow the specified flight paths for so long as in the immediately preceding calendar year;
- (a) the total number of all helicopter movements exceeded four thousand (4,000); or
 - (b) the number of heavy helicopter movements exceeded five hundred (500).
- (3) If at any time the Lessor and the Minister agree that the forecasted;
- (a) total number of all helicopter movements in a given calendar year will not exceed four thousand (4,000); and
 - (b) the total number of heavy helicopter movements in the same year will not exceed five hundred (500), then, notwithstanding subsections (1), (2) and (4), the Minister shall not require helicopters operating to or from the Island Airport to follow specified flight paths in said given calendar year from the time of such agreement until the end of said given calendar year.
- (4) In the event of any dispute or disagreement between any of the parties hereto with respect to the total number of all helicopter or the number of heavy helicopter movements in any calendar year the matter shall be submitted for resolution to a

Court of competent jurisdiction pursuant to section 54 and where such Court finds in favour of the Lessor, then the Lessee shall not be deemed to be in breach of this Lease Agreement, but the Minister shall within one hundred eighty (180) days of the date of the final decision of the Court specify flight paths which, subject to subsections (2) and (3), shall be followed thereafter by all helicopters operating to or from the Island Airport.

- (5) For the purposes of this Lease Agreement a helicopter is deemed to be a "heavy helicopter" if its gross weight, divided by the product obtained when the number of blades on its lifting rotor(s) is multiplied by its largest lifting rotor circle radius, is in excess of 300 kg./m. (200 lb./ft.);
- (6) (a) For the purposes of subsection (1) the Minister shall forthwith supply the Lessor and the Lessee with a list of all helicopter types using the Island Airport on the effective date of this Lease Agreement, together with all supporting documentation relied upon to demonstrate whether or not a listed helicopter type is a heavy helicopter.
- (b) Whenever a helicopter of a type not included in the list described in paragraph (a) lands at the Island Airport, the Lessee shall forthwith notify the Lessor and the Minister, and the Minister shall within one hundred twenty (120) days of the receipt of such notice by the Lessor and the Minister supply the Lessor and the Lessee with a revised list which shall include such helicopter type.

AMENDMENTS TO THE TORONTO HARBOUR COMMISSIONERS' ACT

36. The Minister shall recommend to Parliament that The Toronto Harbour Commissioners' Act be amended to enable the Lessee:
- (a) to operate the Island Airport on its own behalf or on behalf of the Minister; and
- (b) to make a by-law to impose a pecuniary penalty upon summary conviction of the maximum permissible under the policy of the Federal Government regarding fines for summary conviction offences.

IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

WAIVER AND DISCHARGE OF OBLIGATIONS - 1937 AGREEMENT



SCHEDULE "F"



SCHEDULE "F"

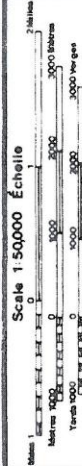
Airport
Aéroport

Toronto Island

These contours are subject to change and should be verified with the Corporation at time of use.
Les courbes sont susceptibles de modifications et il faut en vérifier l'exactitude auprès de la Société centrale avant de les utiliser.

Noise Exposure Forecast
Projection du Bruit Perçu

1990



Date
April 1978

Ref. No. No. de Ref.	OR11
Sheet No. Planche No.	1
Of	1
Do	1

CMHC/SCHL

NEF contours prepared for
Central Mortgage and Housing Corporation
by the Ministry of Transport
(Canadian Air Transportation Administration)

P.B.P. cartes préparées pour la
Société centrale d'hypothèques et de logement
par le Ministère des Transports
(Administration du Transport Aérien du Canada)

EVALUATION CRITERIA

MANDATORY CRITERIA

Any proposal not meeting the Mandatory Criteria will be rejected and not be considered further.

M1	
Method of preparation: Use of the mandatory contour Software	Failure to use the mandatory Transport Canada NEFCALC software as indicated in: The Terms Of Reference, Description of work. Will have an automatic rejection response to your proposal and it will not be considered further

POINT RATED CRITERIA

A) Technical Criteria

	Criteria	Notes	Weight
R1	Firm	Qualification and experience of the Consultant firm in the subject area.	25
R2	Team	Qualifications and experience of the team members assigned to the development of the report.	25
R3	Methodology	Proposal outline a practical and/or innovative or constructive methodology for project development.	35
R4	Proposal	The depth and detail of the proposal that indicate the consultant’s understanding of the project and the ability of the proposal to meet the timelines of the project.	15
	Total	Technical criteria only	100

B) Cost Criteria

R5	Cost	Points will be based on a “lowest cost per point” method using technical evaluation. Proposal with lowest cost per point score is awarded the contract.	
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Part A: TECHNICAL SCORING

R1. Consulting Firm

- Total possible 25 points.
- Includes company profile.
- Amount and type of previous related experience of firm.

Score	Evaluation	Definition
21-25	Outstanding	More than 6 similar type projects in portfolio, main involvement of firm is airport related projects, specifically noise contour studies.
16-20	Excellent	4 or 5 similar type projects in portfolio, firm has been involved in airport related projects, specifically noise contour studies
11-15	Good	2 or 3 similar type projects in portfolio.
6-10	Fair	1 or 2 similar type projects in portfolio.
1-5	Unsatisfactory	No similar type major projects in portfolio.
0	No data	

R2. Project Team

- Total possible 25 points.
- Includes project team employee profile.
- Amount and type of previous related experience and qualifications of team members.
- Responsibilities of the employees proposed for the team are defined and suitable.

Score	Evaluation	Definition
21-25	Outstanding	Team members have been involved in more than 6 similar type projects, have average 5 to 10 years experience in airport related issues, specifically noise contour studies, hold significant airport related qualifications and certifications
16-20	Excellent	Team members have been involved in 4 or 5 similar type projects, have average 3 to 5 years experience in airport related issues, specifically noise contour studies, hold some airport related qualifications and certifications.
11-15	Good	Team members have been involved in 2 or 3 similar type projects, have average 1 to 3 years experience in airport related issues, specifically noise contour studies, hold at least one airport related qualification and certification.
6-10	Fair	Team members have been involved in 1 or 2 similar type projects, have under 1 year experience in airport related issues.
1-5	Unsatisfactory	Team members have not been involved in similar type projects; have no experience in airport related issues.

R3. Methodology

- Total possible 35 points.
- Methods have been identified and described and are adequate for the successful completion of the desired work.
- Preparation.
- Research (surveys, focus groups, interviews, documents, etc).
- Workplan contains sufficient detail for each step.

Score	Evaluation	Definition
25-35	Outstanding	Proposal and approach is innovative, comprehensive and complete in all details, exceeds all requirements and objectives.
20-25	Excellent	Proposal and approach shows a substantial response in clearly definable detail, meets all critical requirements, and demonstrates full understanding.
10-20	Good	Meets all minimum requirements, demonstrates partial understanding of the project and requirements.
5-10	Fair	Misses some requirements, demonstrates partial understanding, some detail missing.
1-5	Unsatisfactory	Incomplete proposal, lacks understanding.
0	No data	

R4. Proposal and Schedule

- Total possible 15 points.
- Realistic schedule of work included.
- Schedule includes timelines for each activity.
- Due dates for interim and final deliverables have been met.

Score	Evaluation	Definition
13-15	Outstanding	Proposal is clear, organized and complete and expounds on requirements, meets or exceeds all deadlines with no apparent loss in quality of end product.
10-12	Excellent	Proposal is clear and organized and understands the intent of the project, meets all deadlines with no apparent loss in quality of the end product.
7-9	Good	Proposal is relatively clear and organized in its approach and relatively consistent with the intent of the project, meets most deadlines with little apparent loss in quality of the end product.
4-6	Fair	Proposal is somewhat clear and organized, meets some deadlines with little loss in quality of the end product.
1-3	Unsatisfactory	Proposal is unclear and disorganized, does not meet deadlines and potential to affect quality of the end product.
0	No data	

MANDATORY CRITERIA

Any proposal not meeting the Mandatory Criteria will be rejected and not be considered further.

M1		MET	Notes: Page, Para. Etc.	NOT MET	Notes
Method of preparation: Use of the mandatory contour Software	Failure to use the mandatory Transport Canada NEFCALC software as indicated in: The Terms Of Reference, Description of work. Will have an automatic rejection response to your proposal and it will not be evaluated further				

POINT RATED CRITERIA

TECHNICAL SCORING

Any proposal, which does not receive a minimum score of 70% on the total of these technical criteria, will not be considered further.

Firm : _____

Criteria	Comments	Final score
R1. Firm		
R2. Team		
R3. Methodology		
R4. Proposal		
Total		

Part B: COST SCORING

R5. Cost

- Cost estimate provided for the project.
- Costs have been itemized for each stage of the work.
- Proposal has passed technical review with 70% or higher total score.
- Lowest cost per point recommended for contract award.

Proposal	Technical Score	Price	Cost/Point
Firm A			
Firm B			
Firm C			
Firm D			
Firm E			
Firm F			

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 for Canada and given for payment of an amount due and payable,

- 19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and
- 19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.
- 19.4. The Minister shall not be liable to pay interest on overdue advance payments.

20. Schedule and Location of Work

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

21. No Other Benefits

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

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

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

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

23. Minister's Responsibilities

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

24. Certification - Contingency Fees

- 24.1. The Contractor certifies that the Contractor has not directly or indirectly paid, or agreed to pay, and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.

- 24.2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of this Contract shall be subject to the provisions of Article 10.

- 24.3. If the Contractor certifies falsely under this Article 24 or is in default of the obligations contained therein, the Minister may either terminate the Contract for default or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

- 24.4. In this Article:

24.4.1. "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,

24.4.2. "employee" means a person with whom the Contractor has an employer/employee relationship,

24.4.3. "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyists Registration Act* R.S. 1985 c. 44 (4th Supplement) as amended from time to time.

TRANSPORT CANADA

APPENDIX “D”

SUPPLEMENTARY CONDITIONS

(INTELLECTUAL PROPERTY)

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

CROWN OWNS

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

CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information

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

01 Interpretation

1. In the Contract,

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

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

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

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

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

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

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

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

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

02 Disclosure of Foreground Information

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

03 Canada to Own Intellectual Property Rights in Foreground Information

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

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3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada’s expense, afford the

Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

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

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

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

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

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

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

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

05 Right to License

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

06 Access to Information; Exception to Contractor Rights

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

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

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

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

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

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

07 Waiver of Moral Rights

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

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

TRANSPORT CANADA

APPENDIX "E"

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing only to the Contracting Authority named on the cover page of this RFP, no later than five (5) calendar days prior to bid closing date. Enquiries received after that 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 “F”

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

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:

1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;

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

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

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.

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

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

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

2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE

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

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

*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.

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](#) on the HRDC website at the following address:

http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/fcp/criteria/

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.

Human Resources
Development Canada

Développement des ressources
humaines Canada

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

OFFICIAL USE ONLY
CERTIFICATE NO.

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
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) ▶	
HEAD OFFICE			
Address (street, building, etc.)		City	Province
		Postal Code	
		Telephone	Fax
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
The above-named organization:			
<ul style="list-style-type: none">• having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND• intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,			
hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
IMPORTANT			
<ul style="list-style-type: none">• You must include the <i>signed original</i> of this form with your bid.• You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.			

Criteria for Implementation

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

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

For more information on the FCP refer to the HRDC Labour web site at http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/.

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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

TRANSPORT CANADA
APPENDIX "G"
Annex 1

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program for Employment Equity (FCP) and have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 permanent full time, part-time or temporary employees in Canada. Any bids from ineligible contractors will not be considered for award of a contract. Any bids from ineligible contractors will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) is not subject to the FCP, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the [FCP](#) is available on the following HRSDC Website.

1.2 Former Public Servants Certification

1.2.1

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the Financial Administration Act, R.S. , 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

"Pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,; and
- b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Bidder must provide the following information:

- a) name of former public servant,;
- b) conditions of the lump sum payment incentive,;
- c) date of termination of employment,;
- d) amount of lump sum payment,;
- e) rate of pay on which lump sum payment is based,;
- f) period of lump sum payment including start date, end date and number of weeks,; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

1.4 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

1.5 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.0 Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2.1 Bidder's Declaration

- 2.1.1 The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a contingency fee to any individual for the solicitation negotiation, or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- 2.1.2 The bidder declares that the bidder has not been convicted of an offence under the section 121, 124 or 418 of the Criminal Code, other than the offence for which a pardon has been granted.

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
NOISE CONTOURS STUDY AT BILLY BISHOP TORONTO CITY AIRPORT
NUMBER - NUMÉRO T4002-140018
DATE DUE - DÉLAI November 28, 2014, 15:00 HRS (3 PM) TORONTO TIME

TENDER

Transport Canada
TENDER RECEPTION
3RD Floor Cashier's Desk
4900 Yonge Street
North York, Ontario M2N 6A5