



Transport
Canada

Transports
Canada

Twentieth Floor

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

(INSERT DATE)

Subject: Request for Proposal T8080-140426
**Analysis of current and future ship recycling capacity
in Canada for small and large vessels**

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

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-140426**", together with the title of the work, name and address of your firm, and address it to:

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

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on February 18, 2015. It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

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

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

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

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

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

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

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”.

Transport Canada has determined that any intellectual property arising from the performance of the work under any resulting contract will vest in the Contractor. Please refer to the Supplemental Conditions attached hereto as Appendix “E”.

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 Peggy Miller, Transport Canada (AFMC), FAX: (613) 991-0854, and must be received **before 12:00 hours (noon) February 13, 2015**. 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 Peggy Miller at 613-998-7980 or by fax at (613) 991-0854.

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

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

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

Yours truly,

Peggy Miller
Contracting Specialist
Materiel and Contracting Services
Tel: 613-998-7980
Fax: (613) 991-0854
E-mail: Peggy.miller@tc.gc.ca

Canada

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

8. CONTRACT SECURITY

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

9. INSURANCE

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

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

13. INCOMPLETE TENDERS

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

14. REFERENCES

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

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: (Description of Work)

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____

PBN Number _____

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

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Appendix "B".
2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:

- (i) This Offer form marked Appendix “A”, attached hereto and entitled “Offer of Services”;
- (ii) Document marked Appendix “B”, attached hereto and entitled “Terms of Reference”;
- (iii) Document marked Appendix “D”, attached hereto and entitled “General Conditions”
- (iV) Document marked Appendix “E”, Attached hereto and entitled “Title to Intellectual Property Arising Under Crown Procurement Contracts”

3. Cost Proposal

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

3.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the 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" to Appendix A.

An all-inclusive fixed price of:

(Total of Items 1 and 2 from Annex "A" to Appendix 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.

3.2 **Total Ceiling Tendered Price :**

\$ _____
(GST/HST extra)

3.4 Method of Payment

Payment of the fixed price for professional services will be made in instalments upon receipt and acceptance of the following deliverables. The Contractor shall propose the amount of each instalment in the space provided. The final instalment shall be in an amount that is at least 20% of the total fixed price for professional services.

Final Draft Outline \$ _____

Report in Final Form \$ _____

4. Provincial Sales Tax (PST)

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

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

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

6. Appropriate Law

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

7. Tender Validity

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

8. Proposal Documents

The Contractor herewith submits the following:

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

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

9. Bidder's Declaration

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

10. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2015
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” to Appendix A - Title of Work

PRICE BREAKDOWN FOR T8080-140426

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

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

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

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

Appendix B Terms of Reference
Marine Vessel End-of-Life Cycle Management

**ANALYSIS OF CURRENT AND FUTURE SHIP RECYCLING CAPACITY
IN CANADA FOR SMALL AND LARGE VESSELS**

1. BACKGROUND INFORMATION

Transport Canada would like to undertake an assessment of the current Canadian capacity for small and large vessel recycling, including the types of barriers - factors that affect vessel owner behaviour, and the future need for such an industry.

Large Commercial Vessels

Most large ships have a lifespan of a few decades before refitting and repair become uneconomical and the vessel is no longer needed.

For large commercial vessels that are comprised of steel (above 400GT or 24 metres), it is common practice for shipping companies to sell their obsolete ships to a foreign buyer, which are then towed to countries that specialize in ship breaking (Bangladesh, China, India, Pakistan and Turkey being the top five).

As the term "ship recycling" implies, value rests in the materials and equipment from end-of-life ships, in particular steel and other specialized materials. It is recognized that end-of-life management for large vessels is critical in order to close the "cradle to grave" loop. A recent Transport Canada inventory shows 22 abandoned vessels that are over 100ft in length and made of steel. Additionally, it is expected that a large number of vessels in the Great Lake fleet will be retired in the coming years as they reach the end of their operating lives. An analysis of the Large Vessel Registry may provide further insight into the scope and nature of the issue (e.g. currently, over 50% of vessels in the Vessel Registry are 30 years and older).

International conventions, including the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009, the Basel Convention and the Basel Ban Amendment all have implications for ship recycling.

Beyond one key dedicated facility in Port Colborne, Ontario, it is unknown whether facilities exist in Canada that would be in a position to dismantle and recycle large ships in a manner that is recognized as safe and environmentally responsible.

Transport Canada has completed a high level inventory of numerous salvage, recycling, shipyards and towing companies in Canada (location, owner, services offered). Results from this assessment will be provided to the contractor for this study.

Small vessels

There are a number of smaller vessels in Canada that have been abandoned and not disposed of properly. These vessels are usually constructed from a wide variety of materials including steel, wood, and fiberglass. Distinguishing the type of hull material is necessary to determine the positive or negative economic value of the vessel, the viability of recycling, and appropriate recycling methods.

Unlike large commercial steel vessels, there is not as strong a market for the materials from these small vessels that have reached the end of their use. It is widely recognized that fiberglass can be challenging to breakdown and recycle, in addition to the health hazards and the lack of market for end products. However, new technologies have emerged internationally and are being tested, including the conversion of waste to alternative fuels and the use of fiberglass as a constituent in cement.

Additionally, wood from these vessels may be oil-soaked and of no value, and is therefore sent to landfills.

Consideration of proper end-of-life management practices is critical to effectively address both the remediation of existing vessels of concern (abandoned vessels and wrecks (derelict)) and the prevention of future vessels from becoming abandoned or wrecks. Unlike large steel vessels, small recreational and commercial vessels do not get transported to foreign companies to be recycled, but are commonly disposed of domestically (e.g. in landfills).

2. CONTRACT OBJECTIVES

The objective of this contract is to identify and assess Canada's existing and potential future ship breaking/recycling capacity for large and small vessels including regional variability, the different types of barriers, costs versus benefits, demand for and viability of services and factors affecting vessel owner decisions. This will assist in understanding current and future vessel end-of-life management in Canada.

3. SCOPE OF WORK

The focus of this work is two-fold:

1. Current and future capacity for ship breaking/recycling in Canada for small and large vessels
2. Factors driving domestic shipowner decisions to dispose of vessels

The Contractor must complete the following tasks:

Phase I:

Large and small vessels: Deliverable of Tasks 1 – 3 by March 30, 2015

Task 1:

- Develop a comprehensive inventory of the current domestic ship breakers/recyclers, salvage operators, waste disposal operators and others involved in the breakage/recycling business for large and small vessels (as noted above, the Contractor will be provided with the results from the earlier work undertaken by the Marine Safety and Security Group).

Task 2:

Determine:

- Current capacities of domestic ship breakers/recyclers, salvage operators, waste disposal operators and others involved in the breakage/recycling business, taking into consideration size, location, and operating/economic conditions.
- Key regulations (e.g. environmental, safety) that govern this type of industry (federal and provincial).

Task 3:

- Determine whether and what regional differences exist that may affect ship breaking and recycling in Canada – i.e., east coast vs. west coast vs. Great Lakes/St. Lawrence Seaway – and identify the major factors driving these differences, as relevant.

Phase II:

Large Vessels: Deliverable of Tasks 4 – 5 by June 1, 2015

Task 4:

Assess:

- Barriers and constraints to expanding domestic shipbreaking capacity such as legislative/regulatory constraints and economic/market forces (e.g. overseas facilities may continue to pay for large end-of- life vessels, rendering this option more attractive for vessel owners, smaller steel vessels or those unfit for transoceanic voyage may not be of interest to overseas facilities but will still have value) – this should also include assessing current/future demand and price of recovered materials (e.g. the value of steel would act as an incentive) as well as labour, operating, compliance and other costs as relevant.
- Opportunities and benefits of expanding this capacity domestically, including economic (e.g. job creation) and environmental (e.g., improved water, land and air quality) – including potential to improve end-of-life management to reduce or avoid vessels of concern.
- The capacity for the Canadian shipbuilding yards to expand their business scope to include breaking/recycling ships, including an assessment of constraints (e.g. economic, regulatory).

Task 5:

- Compile and assess the key factors that affect shipowner decisions to use either domestic ship breaking/recycling facilities or overseas shipbreaking/recycling facilities – including comparison with foreign services and labour.

Small Vessels: Deliverable of Tasks 6 – 7 by June 30, 2015

Task 6:

Assess:

- Business constraints for the small vessel recycling industry (e.g. legislative/regulatory, market forces, current and future demand, prices of recovered materials, labour, operating and maintenance costs, etc.).
- Opportunities and benefits of expanding this capacity domestically, including economic (e.g. job creation) and environmental (e.g. improved water, land and air quality) – including potential to improve end-of-life management to reduce or avoid abandoned and derelict vessels.
- Assess the current and future ability other types of dismantling and recycling industries to assume this type of breakage and recycling (e.g. could dismantling facilities for motor vehicles be used dismantle small vessels?). Are there successful current “turn-in” programs for vessels (e.g. <http://www.kidney.ca/kidneycar>). What kind of practices do they use to breakdown and recycle the vessel?

Task 7:

- Assessment of key factors that affect small vessel owner behavior and disposal decisions (e.g. economic cost, legal responsibilities, awareness of services and responsibilities, etc.).

Small and Large Vessels: Deliverable of Task 6 by July15, 2015

Task 8:

- Compile compendium of “best practices” in ship breaking/recycling for both small and large vessels in Canada and internationally as well as criteria for assessing these “best practices”.

4. FOR LARGE VESSELS, APPLICABLE DOCUMENTS AND LEGISLATION MAY INCLUDE, BUT ARE NOT LIMITED TO:

- Canada Shipping Act, 2001
- Navigation Protection Act
- Transport Canada as Receiver of Wreck
- Canadian Environmental Protection Act
- Transport Canada's current inventory of abandoned and derelict vessels
- Transport Canada's inventory of salvage, recycling, shipyards and towing companies in Canada
- Hong Kong Convention
- Basel Convention on the Control of Transboundary Movement of Hazardous Wastes and their Disposal
- Nairobi Convention
- Basel Ban
- Applicable IMO Guidelines on Ship Recycling
- International Labour Organization Guidelines on Safety and Health in Shipbreaking
- Montreal Protocol on Substances that Deplete the Ozone Layer
- Stockholm Convention on Persistent Organic Pollutants (POPs)
- United Nations Convention on the Law of the Sea
- Industry Working Party Code of Practice - in respect of ships destined for recycling (established under the coordination of the International Chamber of Shipping)
- Ship Recycling: Practice and Regulation Today (Lloyd's Register)
- Marine Affairs Technical Report: Why Two Old Ferries went to India: A Critical review of the Canadian Ship Recycling Legal Regime – Dalhousie University
- International Convention on Salvage, 1989
- Industry Canada – National Shipbuilding Procurement Strategy
- A New Policy Framework for the Canadian Shipbuilding and Industrial Marine Industry — a Government of Canada Report
- Shipyards by province: http://www.ic.gc.ca/eic/site/sim-cnmi.nsf/eng/h_uv00030.html
- Information from the Shipbuilders Association of Canada <http://canadianshipbuilding.com/>
- <http://www.marineinsight.com/shipping-news/platform-applauds-hapag-lloyd-new-ship-recycling-policy-calls-ship-owners-follow/>
- <http://www.ihsmaritime360.com/article/13099/indian-ship-recycling-market-comes-down>
- Ship recycling Practice and regulation today June 2011 – Lloyds registry
http://www.lr.org/en/images/213-35820_ShipRecycling_040711_tcm155-223320.pdf
- Canadian Association of Recycling Industries (CARI)
<http://www.cari-acir.org/en/about.html>
<http://www.cari-acir.org/directory/>
- Natural Resources Canada - Metals and minerals Reports
<http://www.nrcan.gc.ca/mining-materials/publications/8806>
<http://www.nrcan.gc.ca/mining-materials/markets/8568>

5. FOR SMALL VESSELS, APPLICABLE DOCUMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO:

- Transport Canada's current inventory of abandoned and derelict vessels
- Transport Canada's inventory of salvage, recycling, shipyards and towing companies in Canada
- BOATdigest - <http://www.boatdigest.eu/>
- <http://www.fiberline.com/news/miljoe/breakthrough-recycling-fibreglass-now-reality>
- Ship recycling Practice and regulation today June 2011 – Lloyds registry
http://www.lr.org/en/images/213-35820_ShipRecycling_040711_tcm155-223320.pdf
- Canadian Association of Recycling Industries (CARI)

<http://www.cari-acir.org/en/about.html>

<http://www.cari-acir.org/directory/>

- Natural Resources Canada - Metals and minerals Reports
<http://www.nrcan.gc.ca/mining-materials/publications/8806>
<http://www.nrcan.gc.ca/mining-materials/markets/8568>

6. TIMING AND DELIVERABLES

The deliverables of this project that must be submitted by the Contractor is a report (English, in MS-Word, compatible with the 2007 version and Adobe Reader 8). The Contractor must clearly identify all methodologies and sources of information used and assumptions made to complete this work, along with the results in the final report. The final report must contain as a minimum:

- An executive summary;
- A preface/context/scope section;
- Main body of report (study/research findings)
- Conclusions based on the research; and
- Recommendations on a path forward.

In addition, the following deliverables must be provided by the Contractor:

- a) A teleconference (kick-off meeting), within 5 working days of awarding the contract, with the Departmental Representative and the Contractor to discuss the Terms of Reference and the Contractor's work plan and work schedule, and to agree on specific milestones;
- b) A final methodology, workplan and report format to be prepared and submitted within 5 working days of kick-off meeting for approval by the Departmental Representative;
- c) By March 30, 2015: The completion and submission of Tasks 1-3 (for both small and large vessels);
- d) By June 1, 2015: Completion of Tasks 4 – 5 (for large vessels);
- e) By June 30, 2015: Completion of Tasks 6-7 (for small vessels);
- f) By July 15, 2015: Completion of Task 8;
- g) By July 30, 2015: A draft report to be prepared and submitted for review and comment by the Departmental Representative, allowing two weeks time for the Departmental Representative to comment on the draft; and,
- h) By August 28, 2015: A final report to be submitted to the Departmental Representative, including an explanation of how the Departmental Representative's comments were addressed. The Departmental Representative will respond on the acceptability of the final report within 7 working days of receipt.

7. LANGUAGE OF WORK

All verbal and written exchanges and materials related to this project must be in English.

8. PROGRESS REPORTING

The Contractor must provide progress reports every two weeks. Project reporting can be done via telephone or in writing, via email.

9. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor is responsible for carrying out the work plan as agreed upon with the Departmental Representative.

The Contractor will perform the work using the Contractor's own information, research and facilities and equipment, and will be responsible for expenses related to its overhead, communications, printing or all other operating or capital costs incurred as a result of this project.

10. RESPONSIBILITIES OF TRANSPORT CANADA

The Contractor will have access to and work with the Departmental Representative for questions or guidance as required.

Products developed through the course of this project may be subject to release under the *Access to Information Act*. Transport Canada will be responsible for managing any request made under the Access to Information Program with respect to this project.

Transport Canada will be responsible for any translation, printing and distribution costs.

Appendix C Evaluation Criteria and Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 57 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 95 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder's proposed Resource will be considered.
The Bidder's Proposed Resources

Number	Mandatory Technical Criterion	MET	NOT MET
MT1	<p>The Bidder must identify the proposed project team and demonstrate that the team has experience in the following areas:</p> <ul style="list-style-type: none"> • Knowledge of Canada’s maritime industry (e.g. regulatory, market forces, challenges, opportunities) • Economic research and analysis (such as market demand and supply) • Knowledge of life cycle management; and • Data collection, analysis and presentation. <p>The Bidder must clearly identify that the team as a whole has experience of at least 5 years minimum in the above-mentioned areas and include, at a minimum, where, when and how the experience was obtained.</p>		
MT2	<p>The Bidder must identify the role of each proposed resource and demonstrate, through a resume or other detailed description of the resource’s experience, that the proposed resource has successfully fulfilled a similar role in the past five years.</p> <p>The Bidder must include, at a minimum, where, when and how the experience was obtained.</p>		

Point Rated Technical Criteria

The following will be used to evaluate the Point Rated Technical Criteria.

2.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Table 1			
#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points
RT1	Experience and Expertise of the Proposed Resource(s)	N/A	20
RT2	Project Experience	N/A	25
RT3	Methodology	N/A	25
RT4	Project Management	N/A	25

Table 2

Overall Maximum Points Available	95
Overall Minimum Points Required	57
Bids must achieve an overall minimum percentage of 60%. Bids that do not meet this requirement will be declared non-responsive.	

Rating Table

Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete and contains value added elements. Bidder receives 85% of the available points for this element.
100%	Substantial details provided leading to a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.

This Rating Table applies to Point Rated Technical Criteria RT2,RT3,RT4.

Point Rated Technical Criteria (RT)

For the purpose of the point rated technical criteria specified below the experience of the Bidder, its affiliates, employees and its sub-contractors will be considered.

Point Rated Technical Criteria – Scores		Maximum Number of Points	Cross Reference to Proposal
Item	Description		

<p>RT1</p>	<p>Experience and Expertise of the Proposed Resource(s)</p> <p>The Bidder must identify the proposed project team and demonstrate the level of experience of the team as a whole (including years of experience) in each of the following areas:</p> <ul style="list-style-type: none"> • International conventions and/or Canadian legislation/regulations pertaining to aspects of recycling; • Challenges and opportunities in the area of end of life cycle management (i.e. for vessels); • Economic analysis; and, • Data collection, analysis and presentation. <p>The Bidder must also identify, at a minimum, where, when and how the experience was obtained.</p> <p><i>A maximum of twenty-five (20) points will be allowed for RT1.</i></p> <p>≤ 3 = 0 points > 3 to < 5 years = 1 points 5 to < 10 years = 2 points 10 to < 15 years = 3 points 15 to < 25 years = 4 points 25 or more years = 5 points</p>	<p>Max 5 points</p> <p>Max 5 points</p> <p>Max 5 points</p> <p>Max 5 points</p>	<p>25</p>
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<p>RT2</p>	<p>Project Experience</p> <p>The Bidder must provide at least two (2) and up to a maximum of five (5) samples of current work or completed projects (within the last five years) to demonstrate its experience in conducting similar work. Within each project summary provided, bidders must include at a minimum the following:</p> <ul style="list-style-type: none"> • the name of the client organization; • a brief description of the scope of the service provided and the number of participant (s); • the duration of the project; • the number of Bidder resources/personnel involved; • the total Bidder level of effort (in days) during the duration of the project; and • the extent to which the services were provided on time, on-budget and in accordance with the established project. <p><i>A maximum of twenty-five (25) points will be allowed for RT2.</i></p>	<p style="text-align: center;">25</p> <p style="text-align: center;">(maximum 5 points per project)</p>	
<p>RT3</p>	<p>Methodology</p> <ul style="list-style-type: none"> • The Bidder must describe the methodology to be undertaken to complete the tasks outlined in the terms of reference. • Sufficient detail must be provided to demonstrate that the Bidder understands the tasks to be performed, the scope and objectives of the work. • Sufficient detail must be provided to demonstrate how the Bidder intends to collect and analyze the information necessary to perform the tasks, including a preliminary description of data sources to be used. <p>The Bidder is expected to demonstrate clearly their knowledge and understanding of the expected deliverables and the strategies to meet expectations (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work).</p> <p>A maximum of twenty-five (25) points will be allowed for RT3.</p>	<p style="text-align: center;">25</p>	

<p>RT4</p>	<p>Project Management:</p> <ul style="list-style-type: none"> • The Bidder’s proposal must outline a plan, schedule and deliverables to complete the work identified in the terms of reference. • The Bidder shall identify potential problems or risks and provide proposed solutions, mitigation strategies or measures to avoid or prevent the problem or risk. • The Bidder shall describe how it proposes to control the management of the project. The approach should include clear descriptions of the proposed system for quality control for data gathering and its analysis and reporting. <p>Assessment will be based on the quality, thoroughness and logic of the proposed approach.</p> <p>A maximum of twenty-five (25) points will be allowed for RT4.</p>	<p>25</p>	
	<p>TOTAL</p>	<p>100</p>	

Appendix D

GENERAL CONDITIONS

PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

1.1. "Amendment" means "Revision";

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

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

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

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

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

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

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

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

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

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

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

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

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

5. Time of the Essence

5.1. Time is of the essence of the Contract.

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

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

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

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

6. Indemnification

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

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

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

7. Notices

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

8. Termination or Suspension

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

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

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

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

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

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

9. Termination due to Default of Contractor

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

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

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

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

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

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

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

10. Records to be kept by Contractor

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

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

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

11. Ownership of Intellectual and Other Property including Copyright

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

11.2. Technical documentation shall contain the following copyright notice:

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

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

12. Conflict of Interest and Post-Employment Measures

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

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

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

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

13. Contractor Status

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

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

whichever is later.

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

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

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

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

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

23. Minister's Responsibilities

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

24. Certification - Contingency Fees, Criminal Code, Public Disclosure

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

24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;

24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and

24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.

24.6. In this Article:

24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

Appendix E

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

CONTRACTOR OWNS

ALTERNATIVE AND OPTIONAL CLAUSES

ALTERNATIVE CLAUSES

Broader License to the Intellectual Property Rights in the Background Information (Contractor Owns)

Where the Contracting Authority is of the view that Canada requires a broader license under the Contract to use the Background Information:

A) replace the definition of “Commercial Exploitation” in Interpretation, of the “Contractor to Own Intellectual Property Rights in Foreground Information” terms and conditions with the following:

“Commercial Exploitation in Competition with the Contractor” does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

B) replace Section 05, License to Intellectual Property Rights in Background Information, of the “Contractor to Own Intellectual Property Rights in Foreground Information” terms and conditions by the following:

05 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 in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. 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. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 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.

3. 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.

4. Notwithstanding subsection 1, 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.

C) replace subsection 10(1) in the “Waiver of Moral Rights” Section of the “Contractor to Own Intellectual Property Rights in Foreground Information” terms and conditions by the following:

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 this 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.

OPTIONAL CLAUSES

These clauses are used in particular situations where needed, to modify the provisions of the Contractor Owns Set of IP terms.

.....

Protection of Intellectual Property

Remarks: Add the following clause if the Contractor is to be required to protect its or Canada's interest in the intellectual property (usually where there is also a requirement to exploit the intellectual property in Canada).

The Contractor shall take reasonable measures to protect the Intellectual Property Rights in the Foreground Information, and in any case shall take at least the same measures as it takes in relation to other equivalent intellectual property owned by it.

.....

Foreground Information - Confidentiality

Remarks: Add the following clause where the Contractor is to be required to keep Foreground Information confidential for a specific period of time following completion of the Contract. This clause would be suitable where Canada wishes to give the intellectual property rights to the Contractor but wishes to prevent publishing and to restrict disclosure of that information for a period of time for security or other reasons.

The Contractor, during the performance of the Contract and for a period of _____ months thereafter, shall keep confidential and shall not publish or otherwise disclose to any person any Foreground Information, except as may be necessary to carry out the Work under the Contract in which case the Contractor shall impose the same obligation of confidentiality on any person to whom the information is disclosed. The foregoing obligation does not apply to any Foreground Information where the same information is publicly available from a source other than Canada.

.....

License to Canada's Information

Remarks: Add the following clause where the Crown is willing to give the Contractor access to information over and above any Canada owned Technical Information disclosed to the Contractor for purposes of carrying out the Contract. Where appropriate, replace “certain information” by a list of specific items.

If commercial exploitation or further development of the Foreground Information, the Intellectual Property Rights in which vest in the Contractor pursuant to section 03, reasonably requires the use of certain Canada-owned information other than that supplied to the Contractor for purposes of the Contract, Canada may provide the Contractor with a license for that purpose, on terms and conditions to be negotiated between the Contractor and the Minister and which terms and conditions may include the payment of compensation. The Contractor must set out its request for such a license in writing, with an explanation as to why the license is required. The Minister shall respond in writing to the request within a reasonable

should be specified for each. See Legal Services regarding the evaluation of the amount of damages to be inserted.

1. The Contractor agrees that Canada would suffer actual damages as a result of a breach, described in paragraph 5(a), (b) or (c) of the clause Commercialization in Canada, of the obligation set out in subsection 1 of that clause, and that such damages are likely to be extremely difficult to quantify. In the event that such a breach occurs, the Contractor agrees to pay to Canada liquidated damages in the amount of \$_____. Canada and the Contractor agree that the foregoing amount is their best pre-estimate of the amount of damages that Canada would suffer, and that it is not intended to be, nor is it to be construed as, a penalty.

2. Canada shall have the right to hold back, drawback, deduct or set off, from and against any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under subsection 1.

3. Nothing in this clause is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under the Contract or at law.

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

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

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

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of:
 (a) leases in excess of three years or any other disposition of land or an interest therein; and
 (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

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

CONTRACTS AND OTHER LEGAL DOCUMENTS
(PROVINCE OF QUEBEC)

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

COMMENTS:

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

**Appendix G
Sample Envelope Label**

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR
NUMBER - NUMÉRO T8080-140174
DATE DUE - DÉLAI January 22, 2015, 15:00 HRS (3:PM) OTTAWA TIME

TENDER - SOUMISSION

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