



Transport  
Canada

Transports  
Canada

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

Subject: **Request for Proposal T8080-140448- P. Engineer to handle submissions on bulk storage facilities.**

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

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-140448**", 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 May 22, 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 "B".

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

**ENVELOPE 1 - TECHNICAL PROPOSAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Peggy Miller, Transport Canada (AFTC), FAX: (613) 991-0854, e-mail [peggy.miller@tc.gc.ca](mailto:peggy.miller@tc.gc.ca), and must be received **before 12:00 hours (noon) EDT on May 15, 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 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,

Peggy Miller  
Transport Canada  
Contracting Specialist  
330, Sparks Street/Tower C  
Place de Ville - AFTC  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-998-7980  
Fax: 613-991-0854  
E-Mail: [peggymiller@tc.gc.ca](mailto:peggymiller@tc.gc.ca)

**Canada**

**CHECKLIST OF DOCUMENTS**

**INVITATION TO TENDER**

**OFFER OF SERVICES**

**Appendix "A"**

**TERMS OF REFERENCE AND  
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**"B"**

**GENERAL CONDITIONS**

**"C"**

**INSTRUCTIONS TO TENDERS**

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**REQUIREMENTS FOR SIGNATURE  
INCLUDING THE FEDERAL CONTRACTORS  
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**"E"**

**SAMPLE RETURN ENVELOPE**

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

**OFFER FOR: P. Engineer to handle submissions on bulk storage facilities.**

**OFFER SUBMITTED BY:** \_\_\_\_\_

(Name of Company)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Complete Address)

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

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

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

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

**3. Period of Services**

The Contractor hereby offers to perform the services from contract award to March 31, 2018.

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

**4. Cost Proposal**

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

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

**4.1 Firm Unit Price TA**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm unit price indicated below. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

<b>Period of the Contract (from April 1, 2015 to March 31, 2018) :</b>
April1, 2015 to March 31, 2016 A firm unit price of \$ _____. by application
April1, 2016 to March 31, 2017 A firm unit price of \$ _____. by application
April1, 2017 to March 31, 2018 A firm unit price of \$ _____. by application
<b>Extended Period of the Contract ( from April 1, 2018 to March 31, 2019 ) :</b>
A firm unit price of \$ _____. by application
<b>Extended Period of the Contract ( from April 1, 2019 to March 31, 2020 ) :</b>
A firm unit price of \$ _____. by _____ application

**4.2 Method of Payment**

“The following method of payment will form part of the authorized TA:

For the Work specified in an authorized firm lot price TA

## Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### **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 120 calendar days after the proposal closing date.

## **7. Proposal Documents**

The Contractor herewith submits the following:

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

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

## **8. Signatures**

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2014  
In the presence of

Per \_\_\_\_\_  
NAME OF COMPANY

Per \_\_\_\_\_  
(Signing Officer and Position)

\_\_\_\_\_  
(Signature of Witness)

Per \_\_\_\_\_  
(Signing Officer and Position)

\_\_\_\_\_  
(Signature of Witness)



# TRANSPORT CANADA

## APPENDIX “B”

### TERMS OF REFERENCE AND SELECTION CRITERIA

#### 1. INTRODUCTION

Transport Canada Rail Safety Directorate is currently seeking an Engineering consultant to provide recommendations on third party proposed unloading and storage facilities.

#### 2. BACKGROUND

The mission of the Transport Canada Rail Safety directorate is to advance the safety of the Canadian rail transportation system through regulation, outreach and oversight.

Oversight refers to program delivery, enforcement, complaint & inquiries handling and approval of certain facilities.

Transport Canada Rail Safety is responsible for the oversight of unloading and storage facilities constructed or to be constructed on the property of a railway company, as per the requirements of the following regulations:

- [Ammonium Nitrate Storage Facilities Regulations \(No. 0-36\)](#) (C.R.C., c. 1145)
- [Anhydrous Ammonia Bulk Storage Regulations \(No. 0-33\)](#) (C.R.C., c.1146)
- [Chlorine Tank Car Unloading Facilities Regulations \(No. 0-35\)](#) (C.R.C., c. 1147)
- [Flammable Liquids Bulk Storage Regulations \(No. 0-32\)](#) (C.R.C., c. 1148)
- [Liquefied Petroleum Gases Bulk Storage Regulations \(No. 0-31\)](#) (C.R.C., c. 1152)

These regulations have been in effect for a number of years and more modern requirements may have been developed.

Transport Canada is soliciting proposals on a competitive basis to have a contract in place with a recognized services company to provide recommendations on applications to construct and operate unloading and storage facilities as described in the above quoted Regulations. These resources will provide the deliverables outlined in Section 4 (Responsibilities/Tasks).

A typical facility will generally consist of 10 to 12 storage tanks with associated unloading/loading equipment.

### **3. Responsibilities/Tasks**

Provide a report summarizing the findings including, the justification and reference of each recommendation made over and above the requirements of the regulations and, why the construction and/or operation of a facility is (is not) recommended.

#### **Key Tasks**

- 1) Review application against the requirements of the regulations
- 2) Review application against the requirements of other best practices and/or legislative requirements
- 3) Develop and provide a draft report including recommendations
- 4) Finalize the report from input received by Transport Canada Rail Safety
- 5) Deliver report to Transport Canada Rail Safety Management.

The Contractor must complete the following on an as and when requested basis:

This contract is to:

1. Review applications received by Transport Canada Rail Safety to construct and operate unloading and storage facilities against the requirements of the associated regulations.
2. Review applications against the requirements of the Storage Tank System for Petroleum Products and Allied Petroleum Products Regulations
3. Review application as per industry and/or provincial current best practices/regulations.
4. Provide recommendations to Transport Canada Rail Safety including any condition that could be required in addition to the requirement of the current regulations.
5. Provide recommendations on a request of exemption to the requirements of the associated regulations.
6. Provide options on how Transport Canada Rail Safety may develop monitoring activities to verify compliance of the proposed facilities.
7. Provide comments on any peculiarity of any requirement of the regulations associated with the application.

#### **Contractor Responsibilities**

The Contractor will be required to do the following:

- Carrying out the assignment according to the agreed upon approach;
- Reflecting the expectations of the Client at all stages of the assignment and in each deliverable;
- Receiving written approval from the Departmental Representative, before undertaking any work not specifically identified within the assignment work plan; and
- Receiving prior approval from the Departmental Representative for the replacement of any assigned personnel.

#### **5. Deliverables:**

- Draft Report

- Final Report

## 6. Period of Contract

The initial contract will be for a period of 3 years with two option periods on an as and when required basis. The contractor is required to commence work, within 10 days of receiving a request when an application for review has been submitted by the Transport Canada Project Manager with process time not exceeding one month per application.

## 7. Work Location

The work will be performed from the Contractor's own business location.

## 8. Language Requirements

The resource must be able to communicate effectively both orally and in writing in English.

### SELECTION CRITERIA

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

#### Mandatory 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 Criteria	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET	Reference to location addressed in Bidder Proposal
The proposed resource must have experience working with the Federal Government of Canada in the last five (5) years.	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET	
The proposed resource has at least 5 years experience in the design and/or maintenance of facilities subject to the requirements of the Flammable Liquids Bulk Storage Regulations.	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET	

The proposed resource has at least 5 years experience in the design and/or maintenance of facilities subject to the requirements of the Liquefied Petroleum Gases Bulk Storage Regulations.	<input type="checkbox"/> MET <input type="checkbox"/> NOT MET	

**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.

#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points
RT1	<b>Experience and Expertise of the Proposed Resource(s)</b>	N/A	20
RT2	Anhydrous Ammonia Bulk Storage Regulations.	N/A	20
RT3	<b>Chlorine Tank Car Unloading Facilities Regulations</b>	N/A	20

<b>Overall Maximum Points Available</b>	<b>60</b>
<b>Overall Minimum Points Required</b>	<b>36</b>
<b>Bids must achieve an overall minimum percentage of 60%. Bids that do not meet this requirement will be declared non-responsive.</b>	

Ratable Item		Rating	Reference to location addressed in Bidder Proposal
<b>R1</b>	The proposed resource has experience in the design and/or maintenance of facilities subject to the requirements of the Ammonium Nitrate Storage Facilities Regulation.	$\leq 5 = 0$ points $>5$ to $< 10$ years =5points $10$ to $< 15$ years =10 points $15$ to $< 20$ years =15points $20$ or more years= 20	

		points	
<b>R2</b>	The proposed resource has experience in the design and/or maintenance of facilities subject to the requirements of the Anhydrous Ammonia Bulk Storage Regulations.	$\leq 5 = 0$ points $>5$ to $< 10$ years =5points $10$ to $< 15$ years =10 points $15$ to $< 20$ years =15points $20$ or more years= 20 points	
<b>R3</b>	The proposed resource has experience in the design and/or maintenance of facilities subject to the requirements of the Chlorine Tank Car Unloading Facilities Regulations.	$\leq 5 = 0$ points $>5$ to $< 10$ years =5points $10$ to $< 15$ years =10 points $15$ to $< 20$ years =15points $20$ or more years= 20 points	

### BASIS OF SELECTION

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

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

#### 1.1 SUPPLIER SELECTION METHOD:

##### **Lowest Evaluated Price per Point.**

1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

1.2 Bids not meeting 1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

1.3 The evaluated price per point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point rated technical criteria detailed in Attachment 1 to Part 4.

1.4 The responsive bid with the lowest evaluated price per point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest

evaluated price per point, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

**TRANSPORT CANADA**

**APPENDIX "C"**

**GENERAL CONDITIONS**

**GENERAL CONDITIONS  
PROFESSIONAL SERVICES**

**1. INTERPRETATION**

In the Purchase Order,

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

## **2. PRIORITY OF DOCUMENTS**

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

## **3. SUCCESSORS AND ASSIGNS**

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

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

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

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



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

## **6. INDEMNIFICATION**

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

## **7. NOTICES**

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address

mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

## **8. TERMINATION OR SUSPENSION**

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.
- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

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

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
  - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the

Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

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

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

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

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

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

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

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

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

## **13. CONTRACTOR STATUS**

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

## **14. WARRANTY BY CONTRACTOR**

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

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

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

## **16. AMENDMENTS**

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

## **17. ENTIRE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

whichever is later.

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

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

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

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

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

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

## **21. NO OTHER BENEFITS**

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

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

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

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

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

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

- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;
- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and

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

24.6. **In this Article:**

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



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

## **INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

In the Invitation to Tender

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

1.2. "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

### **2. TENDER CLOSING**

2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Invitation to Tender. Tenders received after Tender Closing Time will not be considered and will be returned unopened.

2.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date, hour and minute.

### **3. TENDER OPENING**

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

3.1. Tenders are opened in public at a location specified in the Invitation to Tender as soon as possible after Tender Closing Time unless specific instructions to the contrary regarding tender opening are included in the Invitation to Tender.

3.2. Where only one tender is received, the Minister reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

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

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

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

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

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

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

### **7. TENDER SECURITY**

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

## **8. CONTRACT SECURITY**

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

## **9. INSURANCE**

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

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

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

## **11. SIGNING OF DOCUMENTS**

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

## **12. TENDER VALIDITY PERIOD**

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 120 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 120-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

## **13. INCOMPLETE TENDERS**

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

## **14. REFERENCES**

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

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

The lowest or any tender will not necessarily be accepted.

Canada reserves the right to:

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

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

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

**TRANSPORT CANADA**

**APPENDIX "E"**

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

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

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

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

**IMPORTANT:**

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

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

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

**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>
<b>INCORPORATED COMPANY</b>	(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.
<b>PARTNERSHIP</b>		
(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.
<b>SOLE PROPRIETORSHIP</b> (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)
<b>MUNICIPALITY</b>	(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.



FEDERAL CONTRACTORS PROGRAM  
FOR EMPLOYMENT EQUITY  
AN IMPORTANT NOTICE FOR BIDDERS

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

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

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

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

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

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

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

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP.

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

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

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

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

\*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.

\*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

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### FEDERAL CONTRACTORS PROGRAM INFORMATION FOR SUPPLIERS AND CONTRACTORS

#### OBJECTIVE

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

#### DESCRIPTION

Suppliers of goods and services to the federal government that

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

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

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

#### REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the

selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

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

## **OPERATION**

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

- Certification
- Implementation
- Compliance Review

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

### **STEP 1: CERTIFICATION**

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

### **STEP 2: IMPLEMENTATION**

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

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

### **STEP 3: COMPLIANCE REVIEW**

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

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

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

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

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

## **APPEALS AND SANCTIONS**

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

## **FCP CRITERIA FOR IMPLEMENTATION**

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the [Federal Contractors Program-Criteria for Implementation](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml) on the HRDC website at the following address:

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

### **Criterion 1: Communication of Employment Equity to Employees**

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

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

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

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the

organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

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

### **Criterion 3: Collection and Maintenance of Workforce Information**

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

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

### **Criterion 4: Workforce Analysis**

Contractors can fulfill this criterion by

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

### **Criterion 5: Employment Systems Review**

Contractors can fulfill this criterion by

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

### **Criterion 6: Establishment of Goals**

Contractors can fulfill this criterion by establishing

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

### **Criterion 7: Development of an Employment Equity Plan**

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

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

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

### **Criterion 8: Adoption of Positive Policies and Reasonable Accommodation**

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

### **Criterion 9: Establishment of a Positive Work Environment**

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

### **Criterion 10: Adoption of Monitoring Procedures**

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

### **Criterion 11: Authorization to Enter Premises**

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

Labour Branch            Direction générale du travail

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Federal Contractors Program    Programme de contrats fédéraux

**Certificate of Commitment to Implement Employment Equity**

<b>ORGANIZATION</b>			
Legal Name of Organization		Parent company is located outside Canada	
Operating Name (if different)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Industry (sector, purpose, etc.)		Total no. employees in Canada (Full-Time/Part-Time)   ►	
<b>HEAD OFFICE</b>			
Address (street, building, etc.)		City	Province
		Postal Code	
Telephone		Fax	
<b>EMPLOYMENT EQUITY CONTACT</b>			
Name		Title	
Telephone	Email		
<b>CERTIFICATION</b>			
The above-named organization:  having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, <b>AND</b> intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,  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.			
<b>SIGNATORY</b>			
<b>NOTE:</b> If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position <b>with the authority to implement Employment Equity in the organization.</b>			
Name (print)		Title	
Signature		Date	

## RETURN INSTRUCTIONS

### IMPORTANT

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

You must also fax a *copy* of the signed form to Labour Branch, at (819) 953-8768.

### Criteria for Implementation

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

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



***RETURN ENVELOPES***

**ENVELOPE 1 - TECHNICAL**

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

- CONTACT NAME
- TELEPHONE NUMBER
- FAX NUMBER

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR <b>P. Engineer to handle submissions on bulk storage facilities.</b>
NUMBER - NUMÉRO <b>T8080-140448</b>
DATE DUE - DÉLAI May 22, 2015 14:00 HRS (2:PM) OTTAWA TIME

## TENDER RECEPTION

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