



Transport
Canada

Transports
Canada

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

Subject: **Request for Proposal T8080-150038- Transport Canada Integrated Voice Response (IVR) Telephone Payment System**

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 T8080-150038**", 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 July 13, 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, and must be received **before 12:00 hours (noon) EDT on July 6, 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

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

OFFER OF SERVICES

Appendix "A"

**TERMS OF REFERENCE AND
SELECTION CRITERIA**

"B"

GENERAL CONDITIONS

"C"

INSTRUCTIONS TO TENDERS

"D"

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

"E"

SAMPLE RETURN ENVELOPE

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: (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 “C”, attached hereto and entitled “General Conditions”.

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”.

An all-inclusive fixed price of:

(Please include a breakdown of fee)

\$ _____
(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. The price does not include authorized travel and accommodation expenses.

3.3 Method of Payment

Set up and implementation fixed fee \$ _____

Cost for monthly transactions will be paid monthly \$ _____

4. Provincial Sales Tax (PST)

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

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

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

6. Appropriate Law

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

7. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 120 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 _____, 2012

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

Title: Transport Canada Integrated Voice Response (IVR) Telephone Payment System
Background: Transport Canada (TC) currently provides a telephone payment service for customers to pay invoices via an IVR telephone payment system. The current contract for this system is expiring and a new system must be in place for November 17, 2015.

Objective: To have a fully automated and integrated telephone payment system that allows for customers to pay invoices or balances on their account.

Scope: To implement an Integrated Voice Response system to allow Transport Canada's customers the ability to pay invoices through an automated telephone payment system. The solution must comply with the Payment Card Industry Data Security Standards (PCI DSS).

Deliverables: A fully automated and integrated telephone payment system that meets all the requirements listed below. An updated Telephone Payment Flowchart. Monthly reports and daily files for loading into Oracle R12.

Requirements:

General Requirements: To meet the demands of our customer base and to support the corporate accounting functions the IVR system shall:

- Provide TC customers a 24/7 access to submit payments for invoices and on account;
- Retain the current phone number (1-888-639-2199) used for telephone payments.
- IVR should be able to accommodate an average of 1000-1200 transactions per month with an average of \$80.00 per transaction and be expandable for future activities.
- Service offering shall provide an option to talk to a client service representative if needed.
- TC IVR transaction are processed through the Receiver General Buy Button (RGG) using the Receiver General's current third party provider (Moneris) and banking system reconciliation processes; and
- Transactions are to be in Canadian dollars only.
- Customers should have the ability to request a receipt for their transaction, ideally to be provided via e-mail or text.
- Business processes must be defined and documented to ensure that information resources of business value (i.e. "official records") which are generated as a result of the TC IVR

Telephone Payment System are managed and saved in the appropriate departmental corporate repositories (e.g. RDIMS). Examples may include relevant customer communications, receipts and/or transaction reports.

- The solution must comply with Government of Canada information protection standards, including those specifically identified for the Receiver General Buy Button in relation to personal information management, collection, and privacy.

Reporting Requirements:

Daily Payment Detail Report (regular report and flat file) including: transaction date, time, customer phone number (contact number), customer number, customer name, invoice number, credit card type (Visa, MC or AMEX), amount, sequencing payment number (reference payment number from the company), confirmation number, number of transactions, total amounts, transaction type (Credit card capture, adjustment or refund) and comments (if there are any).

Monthly Payment Report including: month, credit card type (Visa, MC, or AMEX), transaction type (Credit card capture, adjustment or refund), bank account number, number of transactions, and total amount.

Language Requirements: The solution system must be bilingual (French and English).

Security Requirements:

- Comply with the security requirements for the Receiver General Buy Button.
- All data must remain within Canada and credit card information cannot be retained by the service provider; and
- Be PCI DSS compliant.

Technical Requirements:

- The product must have the ability to integrate to the Government of Canada's card acceptance acquirer (Moneris) using a direct certification or the Government of Canada's Application Programming Interface (API) payment gateway for online card acceptance, the Receiver General Buy Button (RGGB).
- Requires 2 way SSL. Contractors must ensure that their SSL/TLS certificates are up-to-date at all times and meet the requirements of Moneris.
- Any funds collected must be processed by the Government of Canada's card acceptance acquirer and the funds must be deposited to the Receiver General for Canada in accordance to the following:

Financial Administration Act, Part II Public Money, Sections 17 (1) and 17 (2)
<http://laws-lois.justice.gc.ca/eng/acts/f-11/page-13.html#h-12>

Treasury Board Directive on Receipt, Deposit and Recording of Money, Section 6.2
<http://publisservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=15785§ion=text>

- Provide daily detailed payment confirmation/information to upload into Oracle R12.

The following section was taken from the Card Acceptance Services Statement of Work to provide further information on the RGBB Application Programming Interface (API):

2.1.1.2 Application Programming Interface (API)

The contractor must provide an application programming interface that:

- a) enables RGBB clients to integrate with any server environment with access to a Simple Object Access Protocol (SOAP) or Representative State Transfer (REST) interface, that:*
 - a. uses the XML Digital Signature to sign SOAP 1.1 messages, or*
 - b. uses security tokens to prevent Cross-Site Request Forgery (CSRF) attacks for REST service Uniform Resource Identifier (URI);*
- b) utilizes Hypertext Transfer Protocol Secure (HTTPS) as the Transfer Protocol;*
- c) is offered in various programming languages;*
- d) uses existing RGBB messages to exchange data with the RGBB Client as described in RGBB Design Specifications ([Annex B of this document](#)); and*
- e) provides tagging to allow RGBB Clients to process transaction activities, such as completion of pre-authorizations and refunds, without having to store a customer's credit card number.*

The API will most often be used to integrate credit card Point Of Sales functionality into e-commerce and other integrated solutions.

Expected Start and Completion Dates: System is to be implemented and operational by November 17, 2015. Contract length is to be three years plus two one year extensions.

Applicable Documents: Annex A: Current Telephone Payment Workflow Schematic

Annex B: RGBB Design Specifications

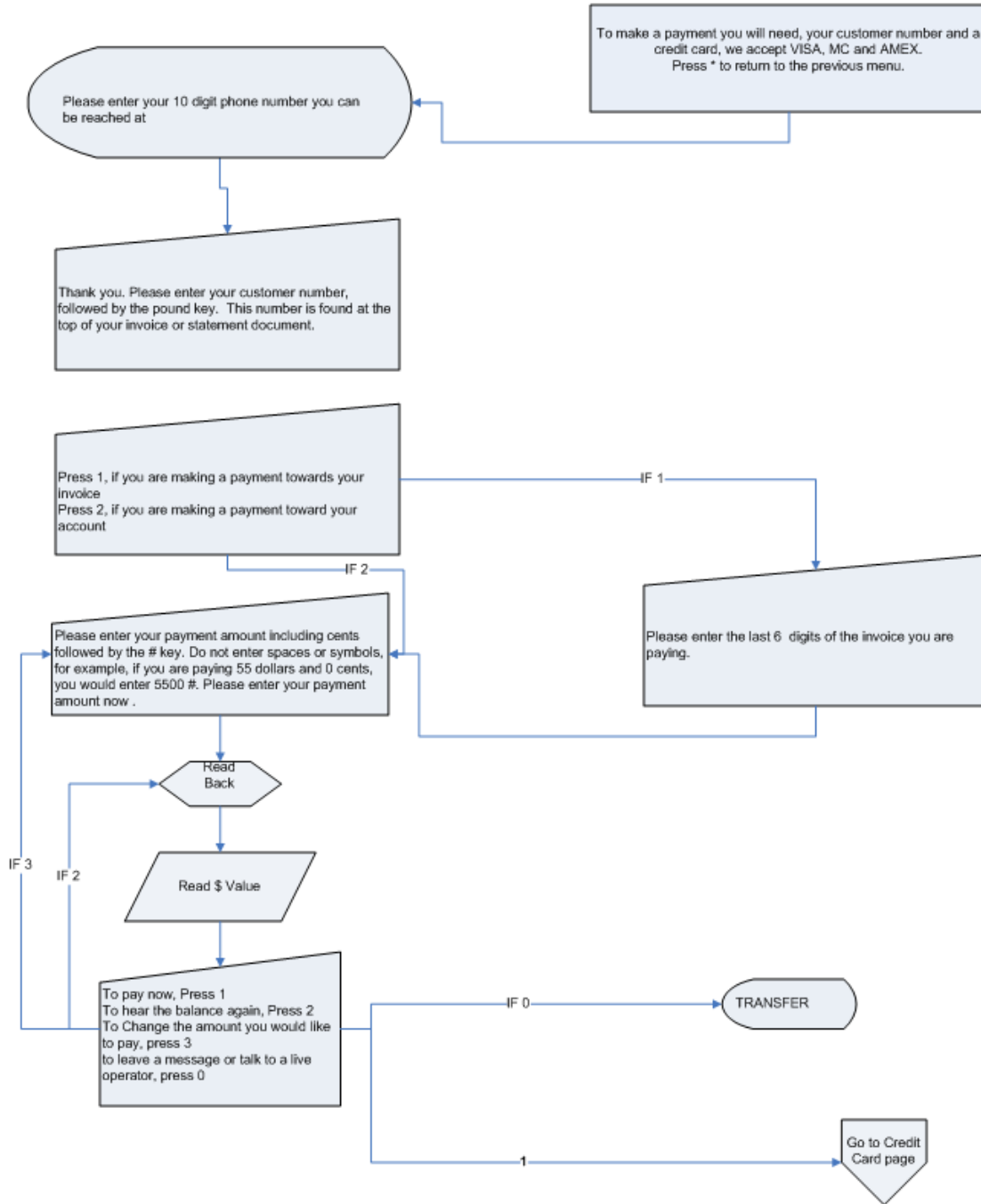
Pricing: Please price separately:

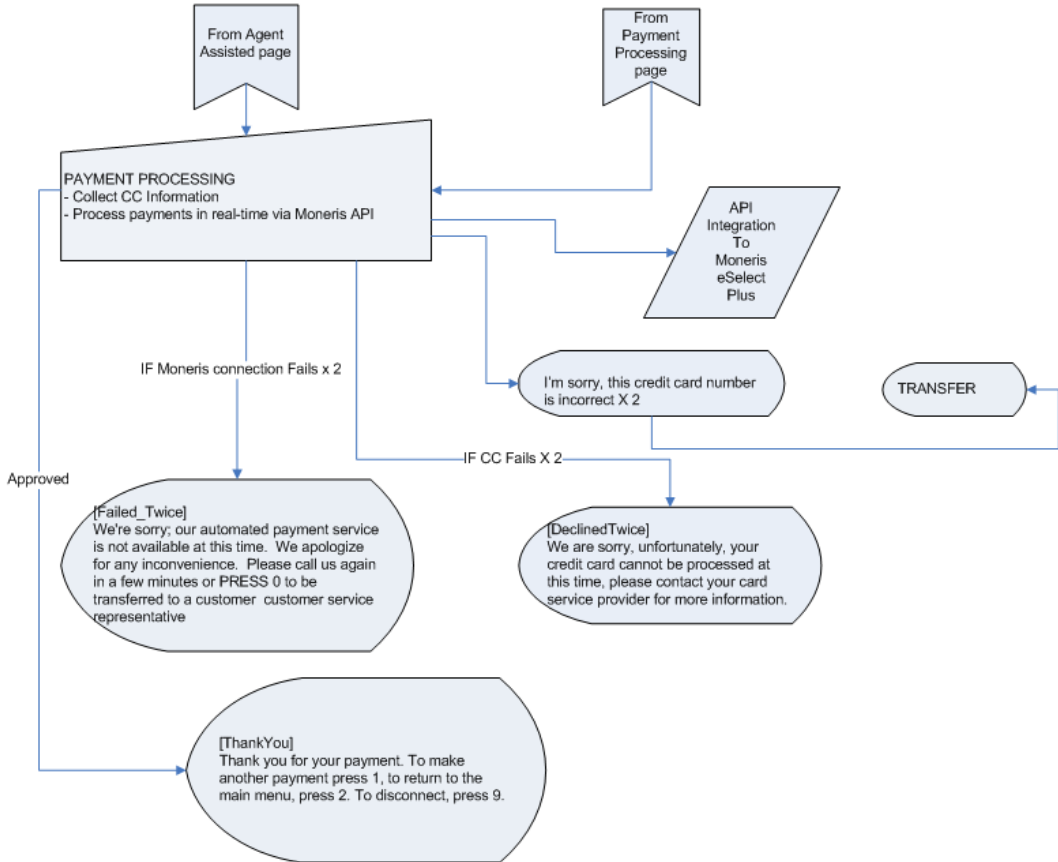
- Cost for initial integration and configuration including support and documents for setup; and
- Cost for monthly transactions.

Annex A

Current Telephone Payment Workflow

Telephone Payment Gateway – Self Service			
2/2/2015	Self Service Payments module	Page:	1





The proposed RGBB Payment Interfaces Solution must seamlessly integrate with existing RGBB storefronts with NO programmatic changes necessary for storefronts excluding the Uniform Resource Locator (URL) redirection and related Firewall changes for the existing RGBB storefronts.

Also, the proposed RGBB Payment Interfaces Solution must interact efficiently, including supporting the existing RGBB messaging structure used by the existing RGBB storefronts, with other RG service providers with respect to operations management, help desk support, development, testing, implementation, and delivery of the overall RGBB.

2.0 RGBB CLIENT-DEFINED REFERENCE NUMBERS

The RGBB supports three (3) Reference Fields that can be populated by an RGBB Client. In all cases, the fields are written to the RGBB Reporting Database.

- Reference No char(20)
- Customer Ref char(20)
- Reference 3 char(30)

Reference_No is intended to be the primary RGBB Client Reference Number. It will be passed through to the downstream processor and in the case of Terminal capture, all the way to the cardholder statement. Both *Reference_No* and *Customer_Ref* are searchable through the Administrative Interface.

3.0 RGBB RESPONSE CODES

The RGBB Response codes indicate the status of a transaction as it is sent to the financial institution and returned to the client.

Properties:

RGBB_Resp_code char(2)
 RGBB_Message char(50)

In all cases the RGBB_Resp_code is accompanied by a brief RGBB_Message, which gives a description of the code.

Code	English	French
00	Transaction Normal	Normale de Transaction
01	Unable to Exchange Key Info	Incapable d
08	CVV2/CID/CVC2 Data not Verified	CVV2/CID/CVC2 non vérifiée
09	Transaction Reversed	La Transaction A renversé
10	Invalid Transaction Description	Description Inadmissible de Transaction
11	Invalid Sequence No	Inadmissible Nombre d
12	Message Timed-out at Host	Message chronométré dehors au centre se
13	Required Field ID Missing	Disparus Priés d
14	Invalid Gateway ID	Identification Inadmissible de Passage
15	Invalid Transaction Code	Inadmissible Code de Transaction
16	Connection Inactive	Raccordement Inactif
17	Unmatched Transaction	Inégale Transaction
18	Invalid Reversal Response	Réponse Inadmissible d
19	Unable to Process Transaction	Incapable de traiter la transaction
20	Unable to Write Transaction to File	Incapable d'Autorisation
21	BCE Function Error	Erreur de Fonction de BCE

22	Invalid Credit Card Number	Nombre Inadmissible de Carte de crédit
23	Invalid Response from Vital	Réponse inadmissible de centre serveur
24	Unable to Void Transaction	Incapable de vider la transaction
25	Invalid Expiry Date	Inadmissible Date D
26	Invalid Amount	Inadmissible Quantité
27	Invalid Card Holders Name	Nom Inadmissible de Porte-cartes
28	Invalid Authorization No	Nombre Inadmissible d
29	Manual Card Entry Only	Entrée Manuelle de Carte Seulement
30	Invalid Date From Host Date	Inadmissible de Centre serveur
31	Invalid Verification String	Corde Inadmissible de Vérification
32	Invalid Transaction Code	Inadmissible Code de Transaction
33	Merchant Volume Exceeded	Le Volume Marchand A excédé
34	Card Volume Exceeded	Le Volume de Carte A excédé
35	Maximum Sale Exceeded	La Vente Maximum A excédé
36	Below Minimum Sale	Au-dessous Minimum de la Vente
37	Card type not accepted by merchant	Type de carte non admis par le négociant
40	Unable to Connect	Incapable de se relier
41	Unable to Send Logon	Incapable d
42	Unable to send Transaction	Incapable d
43	Invalid Logon	Inadmissible Ouverture
44	Address not Verified	Adresse non vérifiée
45	Transaction Code Blocked	Code de Transaction Bloqué
46	Invalid Batch Number	Inadmissible Numéro de Lot
47	Non-Verified 3-D Secure Tx	Non-Vérfifiée 3-D garantie
48	Invalid SST Data	Données Inadmissibles de SST
49	Net-Connect Error	Net-Connect Error
50	Bad Data From Tampa Host	Bad Data From Tampa Host
51	Data Direct Transaction	Test Essai de Transaction
52	Terminal not Activated	Borne non activée
53	Terminal/Gateway Mismatch	Disparité De Terminal/Gateway
54	Invalid Processing Centre	Centre Inadmissible de Traitement
55	No Processors Available	Aucun Processeur Disponible
56	Database Unavailable	Base de données Indisponible
57	Invalid Reference No	Inadmissible Numéro de référence
58	Invalid AVS String Corde	Inadmissible d
59	Unable to Update Database	Incapable de mettre à jour la base de d
60	Invalid Customer Reference No	Numéro de référence Inadmissible de Cli
61	Internal Network Error	Erreur Interne de Réseau
62	Host not Ready	Centre serveur non prêt
63	Invalid Duplicate	Reproduction d'Invalide
64	Invalid Refund	Inadmissible Remboursement
65	Transaction Voided by Client	Transaction vidée par Client
66	Call Auth. Centre	Centre d'Autorisation d'Appel
67	Transaction Option Not Supported	Option de Transaction Non soutenue
68	Restricted Card Number	Restreint Nombre de Carte
69	Invalid Transaction Tag	Étiquette Inadmissible de Transaction
93	Violation: cannot complete	La violation: ne peut pas accomplir
94	Violation: Invalid Incremental Auth.	Violation: Invalid Incremental Auth.

4.0 TRANSACTION TYPES AVAILABLE

4.1 Standard Transactions

Transaction	Type Description	Transaction Code	Compatible Services
Purchase	Sends through sale and request for funds to be charged to cardholder's credit card.	00	API, Batch, Hosted Payment Page, VPOS
Pre-Authorization	Sends through a request for funds to be "reserved" on the cardholder's credit card. A standard pre-authorization is reserved for 2-5days. Reservation times are determined by cardholder's bank.	01	API, Batch, Hosted Payment Page, VPOS
Pre-Authorization Completion	Completes an existing pre-authorization by referencing an authorization number.	02	API, VPOS
Refund	Sends through a request for funds to be returned to the cardholder.	04	API, Batch, VPOS
Void	Sends through a void to prevent the settlement of the funds. Voids must be processed on the same day as the authorization.	13	API, VPOS
Forced Post	Completes a transaction that was not authorized on gateway's system i.e. Voice Authorizations or other sources. The Authorization number provided by the Card Company must be contained in the Forced Post Transaction.	03	API, Batch, VPOS

4.2 Tagged Transactions

Transaction Type	Description	Transaction Code	Compatible Services
Recurring Seed	Sends through a request to allow a merchant to pre-authorize a credit card. The data produced by the Pre-Authorization creates a seed. The seed may then be used to send many Tagged Purchase transactions or one Tagged Completion.	40	API, Hosted Payment Page
Recurring Seed Purchase	Applies a purchase against the credit card provided. Funds for the specified amount are settled to the merchant's account at the end of the day. Tagged Refunds equal to the amount of the original transaction's amount can be applied against it using the returned TAG. Multiple Tagged Authorizations or Tagged Purchases may be conducted from one Recurring Seed Purchase transaction.	41	API, Hosted Payment Page
Tagged Purchase	Sends through a request for funds to be charged to cardholder that is associated with a previous Recurring Seed transaction. Multiple Tagged Purchases can be conducted from one Recurring Seed Transaction.	30	API
Tagged Pre-Authorization	Applies an authorization against the credit card number provided in a previous Recurring Seed or Recurring Seed Purchase transaction. In order to identify the previous transaction, the TAG returned in that transaction must be sent with the Tagged Authorization. The Credit Card Number and the Expiry Date must not be sent. An unlimited number of Tagged Authorizations may be applied to a specific Tag.	31	API
Tagged Completion	Sends through a request for reserved funds to be charged to a cardholder. This type of transaction is associated with a previously processed Pre-Authorization or Recurring Seed transaction. Only one Tagged Completion is permitted per Recurring Seed or Pre-Authorization.	32	API
Tagged Refund	Sends through a request for funds to be returned to a cardholder. This type of transaction is associated with a previously processed Purchase or Completion.	34	API

4.3 Interac Online Transactions

Transaction Type	Description	Transaction Code	Compatible Services
Debit Purchase	Sends through sale and request for funds to be moved from cardholder's bank account	50 (<i>Currently not in use</i>)	API
Debit Refund	Sends through a request for funds to be returned to cardholder's bank account. Refunds should not be made an automated function or available to cardholders.	54 (<i>Currently not in use</i>)	API
Debit Online Tagged Refund	Sends through a request for funds to be returned to cardholder's bank account based on previous Debit Purchase.	35 (<i>Currently not in use</i>)	API

4.4 Special Transactions

Transaction	Type Description	Transaction Code	Compatible Services
Secure Storage	Stores card information and returns a transaction tag for later retrieval. No transaction processing is performed. At minimum, the cardholder name, card number, card expiry, amount, and reference number are required.	60	API
Transaction Details	Returns information about the given transaction; requires that the transaction tag is submitted as part of the request.	CR	API

5.0 HOSTED PAYMENT PAGE SPECIFICATIONS

The Payment Pages protocol is compatible with the widely used industry standards such as JAVA or .NET to ensure that leading shopping carts are supported.

6.0 API SPECIFICATIONS

The SOAP style API uses an RPC/Encoded message as defined in the SOAP 1.1 protocol. The World Wide Web Consortium defines the standard for the RPC/Encoded protocol.

Documentation on it can be found at:

<http://www.w3.org/TR/2000/NOTE-SOAP-20000508/>

6.1 SOAP API Properties

Enables RGBB Clients to integrate with any server environment with access to SOAP. The SOAP must support use of the XML Digital Signature to sign SOAP 1.1 or higher messages (message headers) to protect confidentiality and integrity of the messages.

Also, RGBB Payment Gateway Solution must use security token to prevent Cross-Site Request Forgery (CSRF) attacks for Representation State Transfer (REST) service Uniform Resource Identifier (URI).

6.1.1 Request

Property	Description
RGBBID	Identifies the location/terminal that is sending the transaction. This

<ul style="list-style-type: none"> • String [10] • {Read/Write} {minOccurs="1" maxOccurs="1"} 	<p>number is of the format Axxxxx-xx and is provided by the Contractor upon set-up. The RGBB user ID must be accompanied by a password.</p>
<p>Digital Signature</p> <ul style="list-style-type: none"> • String [30] • {Read/Write} {minOccurs="1" maxOccurs="1"} 	<p>XML Digital Signature that is uniquely associated with each RGBB user ID. This value must be validated using a trusted digital certificate.</p>
<p>Transaction_Type</p> <ul style="list-style-type: none"> • String [2] • {Read/Write} {minOccurs="1" maxOccurs="1"} 	<p>Populated with a two-digit string indicator. The indicator identifies the transaction type. Supported values include:</p> <ul style="list-style-type: none"> • 00 = Purchase • 01 = Pre-Authorization • 02 = Pre-Authorization Completion • 03 = Forced Post • 04 = Refund • 13 = Void • 30 = Tagged Purchase • 31 = Tagged Pre-Authorization • 32 = Tagged Pre-Authorization Completion • 33 = Tagged Void • 34 = Tagged Refund • 35 = Tagged Online Debit Refund • 40 = Recurring Seed • 41 = Recurring Seed Purchase • 50 = Debit Purchase • 54 = Debit Refund • 60 = Secure Storage • 70 = Get Transaction Information

<p>DollarAmount</p> <ul style="list-style-type: none"> • Double [99,999.99] • {Read/Write} {minOccurs="1" maxOccurs="1"} 	<p>The amount of the transaction in dollars and cents.</p>
<p>SurchargeAmount</p> <ul style="list-style-type: none"> • Double [99,999.99] • {Read/Write} 	<p>Additional amount for iDebit fee (optional). This amount is added to the DollarAmount of the transaction and used in iDebit transactions only.</p>

<ul style="list-style-type: none"> • {minOccurs="1" maxOccurs="1"} 	
<p>Card_Number</p> <ul style="list-style-type: none"> • String [16] • {Read/Write} • {minOccurs="0" maxOccurs="1"} 	The customer's credit card number. Not used for tagged transaction types.
<p>Transaction_Tag</p> <ul style="list-style-type: none"> • Integer • {Read/Write} • {minOccurs="0" maxOccurs="1"} 	A unique identifier to associate with a tagged transaction. Only for tagged transaction types.
<p>Track1</p> <ul style="list-style-type: none"> • String [75] • {Read/Write} • {minOccurs="0" maxOccurs="1"} 	<p>Populated with the unmodified track 1 data swiped from a valid credit card.</p> <p>Start and end sentinels are not included. Only for swiped transactions. (Currently not in use)</p>
<p>Track2</p> <ul style="list-style-type: none"> • String • {Read/Write } • {minOccurs="0" maxOccurs="1"} 	<p>Populated with the unmodified track 2 data swiped from a valid credit card. Start and end sentinels are not included. Only for swiped transactions. (Currently not in use)</p>
<p>PAN</p> <ul style="list-style-type: none"> • String [37] • {Read/Write } • {minOccurs="1" maxOccurs="1"} 	Verification data received from Acxsys after cardholder processes iDebit purchase with participating bank. Used in iDebit transactions only
<p>Authorization_Num</p> <ul style="list-style-type: none"> • String [8] • {Read/Write} • {minOccurs="0" maxOccurs="1"} 	This is the authorization number returned by the cardholder's financial institution when a transaction has been approved. This value needs to be sent when sending various transaction types such as preauthorization completion, void, purchase correction, refund correction, or tagged transaction.
<p>Expiry_Date</p> <ul style="list-style-type: none"> • String [4] • {Read/Write} • {minOccurs="0" maxOccurs="1"} 	The credit card expiry date in the format mmyy. Property for manually entering expiry date. If Track1 or Track2 is populated, there is no need to set this field.
<p>CardHoldersName</p> <ul style="list-style-type: none"> • String [30] • {Read/Write} • {minOccurs="0" maxOccurs="1"} 	The customer's name.

<p>VerificationStr1</p> <ul style="list-style-type: none"> • String [41] • {Read/Write} {minOccurs="0" maxOccurs="1"} 	<p>This string is supported by US and CAD financial institutions. It is populated with the cardholders address information in a specific format. The address is verified and a result is returned (AVS property) that indicates how well the address matched.</p>
<p>VerificationStr2</p> <ul style="list-style-type: none"> • String [4] • {Read/Write} {minOccurs="0" maxOccurs="1"} 	<p>This is the 0, 3, or 4-digit code on the back of the credit card sometimes called the CVV2 or CVD value.</p>
<p>CVD_Presence_Ind</p> <ul style="list-style-type: none"> • String [1] • {Read/Write} {minOccurs="0" maxOccurs="1"} 	<p>The number indicates how the CVV2 value should be handled when processing. The value must be either null or the integer 0, 1, 2, or 9. Note that null defaults to 0.</p> <ul style="list-style-type: none"> • Null or 0 = Not Supported (Default) • 1 = Value provided by Cardholder • 2 = Value provided on card is Illegible • 9 = Cardholder states data is not available
<p>Reference_No</p> <ul style="list-style-type: none"> • String [20] • {Read/Write} {minOccurs="0" maxOccurs="1"} 	<p>A merchant defined value that can be used to internally identify the transaction. This value is passed through to the Gateway unmodified, and may be searched in Administrative Interface. It is not passed on to the financial institution.</p>
<p>ZipCode</p> <ul style="list-style-type: none"> • String [10] • {Write} {minOccurs="1" maxOccurs="1"} 	<p>Customer zip code used for qualifying transactions, only applicable to merchants passing level 2 (Corporate Credit Card) data</p>
<p>Tax1Amount</p> <ul style="list-style-type: none"> • Double [99,999.99] • {Write} {minOccurs="1" maxOccurs="1"} 	<p>Tax value included in total amount, only applicable to merchants passing level 2 (Corporate Credit Card) data. For Canadian merchants this field is the PST amount.</p>
<p>Tax1Number</p> <ul style="list-style-type: none"> • String [20] • {Write} {minOccurs="1" maxOccurs="1"} 	<p>Registered number associated with the tax value. Used for reference or government claims purposes and only applicable to merchants passing level 2 (Corporate Credit Card) data. For Canadian merchants this field is the PST number.</p>
<p>Tax2Amount</p> <ul style="list-style-type: none"> • Double [99,999.99] • {Write} {minOccurs="1" 	<p>Tax value included in total amount, only applicable to merchants passing level 2 (Corporate Credit Card) data. For Canadian merchants this field is the GST amount.</p>

maxOccurs="1"}	
Tax2Number <ul style="list-style-type: none"> String [20] {Write} {minOccurs="1"} maxOccurs="1"} 	Registered number associated with the tax value. Used for reference or government claims purposes and only applicable to merchants passing level 2 (Corporate Credit Card) data. For Canadian merchants this field is the GST number.
Customer_Ref <ul style="list-style-type: none"> String [20] {Read/Write} {minOccurs="0"} maxOccurs="1"} 	A merchant defined value that can be used to internally identify the transaction. This value is passed through to the Gateway unmodified, and may be searched in the Administrative Interface. It is not passed on to the financial institution.
Reference_3 <ul style="list-style-type: none"> Char [30] {Read/Write} {minOccurs="0"} maxOccurs="1"} 	A merchant defined value that can be used to internally identify the transaction. This value is passed through to the Gateway unmodified. It is not searchable and is not passed on to the financial institution.
Language <ul style="list-style-type: none"> Integer {Read/Write} {minOccurs="0"} maxOccurs="1"} 	Selects the language the CTR is to appear in. Supported Values: <ul style="list-style-type: none"> Language_English {Default} Language_French
Client_IP <ul style="list-style-type: none"> String [15] {Read/Write} minOccurs="0" maxOccurs="1"} 	This is the IP address of the customer (i.e. customer browser) connecting to the merchant. This value is stored for fraud investigation. It is not passed on to the financial institution.
Client_Email <ul style="list-style-type: none"> String [30] {Read/Write} {minOccurs="0"} maxOccurs="1"} 	This is the email address of the customer connecting to the merchant. This value is stored for fraud investigation. It is not passed on to the financial institution.

6.1.2 Response

Property	Description
LogonMessage <ul style="list-style-type: none"> String [255] {Read} {minOccurs="0"} maxOccurs="1"} 	Returned by the gateway upon successful Authentication. Indicates the location and version of the server that provided authentication.
Error_Number <ul style="list-style-type: none"> Integer {Read} 	This property indicates an error was encountered while processing the transaction. If no errors were encountered, a value of zero will be returned. The Transaction_Error property will return True if this property

<ul style="list-style-type: none"> • {minOccurs="1" maxOccurs="1"} 	is not zero. Please refer to the section on Exception Handling for further information.
<p>Error_Description</p> <ul style="list-style-type: none"> • String[var] • {Read} • {minOccurs="0" maxOccurs="1"} 	A message that accompanies the Error_Number, if an error occurred. Please refer to the section on Exception Handling for further information.
<p>Transaction_Error</p> <ul style="list-style-type: none"> • Boolean • {Read} • {minOccurs="1" maxOccurs="1"} 	This property indicates that there was an error during the processing of the transaction.
<p>Transaction_Approved</p> <ul style="list-style-type: none"> • Boolean • {Read} • {minOccurs="1" maxOccurs="1"} 	This property indicates that the bank approved a transaction and there are no pending errors. Note: This property should be used in conjunction with Transaction_Complete, to get the final status of a transaction. If further information is required, please check the Optional Response properties.
<p>RGBB_Resp_code</p> <ul style="list-style-type: none"> • String [2] • {Read} • {minOccurs="0" maxOccurs="1"} 	This property indicates the processing status of the transaction. Please refer to the section on Exception Handling for further information. The Transaction_Error property will return True if this property is not "00".
<p>RGBB_Message</p> <ul style="list-style-type: none"> • String [50] • {Read} • {minOccurs="0" maxOccurs="1"} 	Message that accompanies the RGBB_Resp_code.
<p>Bank_Resp_code</p> <ul style="list-style-type: none"> • String [3] • {Read} • {minOccurs="0" maxOccurs="1"} 	This is a 2 or 3 digit code, provided by the financial institution, indicating the approval status of a transaction. The meaning of these codes is defined by the various financial institutions and is not under the control of the API or Gateway. Please refer to the Transaction_Approved property for the approval status of a transaction.
<p>Bank_Message</p> <ul style="list-style-type: none"> • String [80] • {Read} • {minOccurs="0" maxOccurs="1"} 	A message provided by the financial institution describing the Response code above.
<p>Bank_Resp_code_2</p> <ul style="list-style-type: none"> • String [2] • {Read} • {minOccurs="0" maxOccurs="1"} 	A secondary response provided returned by the financial institution.

<p>Transaction_Tag</p> <ul style="list-style-type: none"> • Integer • {Read/Write} {minOccurs="0" maxOccurs="1"} 	<p>A unique identifier to associate with a tagged transaction. This value overrides any value sent for the Request Property of the same name.</p>
<p>Authorization_Num</p> <ul style="list-style-type: none"> • String [8] • {Read/Write} {minOccurs="0" maxOccurs="1"} 	<p>This is the authorization number returned by the cardholder's financial institution when a transaction has been approved. This value overrides any value sent for the Request Property of the same name.</p>
<p>SequenceNo</p> <ul style="list-style-type: none"> • String [50] • {Read} {minOccurs="0" maxOccurs="1"} 	<p>An n digit sequentially incremented number generated by the gateway and passed through to the financial institution. It is also passed back to the client in the transaction response. This number can be used for tracking and audit purposes.</p>
<p>AVS</p> <ul style="list-style-type: none"> • String [1] • {Read} {minOccurs="0" maxOccurs="1"} 	<p>Supported AVS Results:</p> <ul style="list-style-type: none"> • X = exact match, 9 digit zip • Y = exact match, 5 digit zip • A = address match only • W = 9 digit zip match only • Z = 5 digit zip match only • N = no address or zip match • U = address unavailable • G = non-North American issuer, does not participate • R = issuer system unavailable • E = not a Mail\Phone order • S = service not supported
<p>CVV2</p> <ul style="list-style-type: none"> • String [1] • {Read} {minOccurs="0" maxOccurs="1"} 	<p>The CVV2 authentication code returned from the bank. Note: the value is null if CVV2 is not supported.</p> <p>Supported CVV Results:</p> <ul style="list-style-type: none"> • M = CVV2 / CVC2/CVD Match. • N = CVV2 / CVC2/CVD No Match. • P = Not Processed. • S = Merchant has indicated that CVV2 / CVC2/CVD is not present on the card. • U = Issuer is not certified and / or has not provided Visa encryption keys.
<p>Retrieval_Ref_No</p> <ul style="list-style-type: none"> • String [13] • {Read} {minOccurs="0" maxOccurs="1"} 	<p>The reference number returned with an AVS Result.</p>
<p>MerchantName</p> <ul style="list-style-type: none"> • String [50] 	<p>Returned by the gateway upon successful Authentication.</p>

<ul style="list-style-type: none"> • {Read} {minOccurs="0" maxOccurs="1"} 	
MerchantAddress <ul style="list-style-type: none"> • String [50] • {Read} {minOccurs="0" maxOccurs="1"} 	Returned by gateway upon successful Authentication.
MerchantCity <ul style="list-style-type: none"> • String [25] • {Read} {minOccurs="0" maxOccurs="1"} 	Returned by the gateway upon successful Authentication.
MerchantProvince <ul style="list-style-type: none"> • String [2] • {Read} {minOccurs="0" maxOccurs="1"} 	Returned by the gateway upon successful Authentication.
MerchantCountry <ul style="list-style-type: none"> • String [50] • {Read} 	Returned by the gateway upon successful Authentication.
MerchantPostal <ul style="list-style-type: none"> • String [12] • {Read} {minOccurs="0" maxOccurs="1"} 	Returned by the gateway upon successful Authentication.
MerchantURL <ul style="list-style-type: none"> • String [25] • {Read} {minOccurs="0" maxOccurs="1"} 	Returned by the gateway upon successful Authentication.
CTR <ul style="list-style-type: none"> • String [var] • {Read} {minOccurs="0" maxOccurs="1"} 	Displays the bank required Customer Transaction Record. This information must be displayed to the customer upon completion of all transactions, Approved or Declined.

7.0 BATCH SPECIFICATIONS

7.1 CSV Format

CSV files uploaded to the Batch Interface must conform to a specific format. Specifications of this format are outlined below.

Field Index	Field Name	Field Format
1	Reference_No	20 characters maximum
2	Customer_Ref	20 characters maximum
3	Reference_3	30 characters maximum
4	Cardholdername	30 characters maximum
5	Transactioncode	Applicable transaction code
6	Cardnumber	16 digit card number
7	Amount	0.00 format
8	Expiry Date	MMYY (no slash)
9	Authorization Number	6 digit maximum
10	Not used, but delimiter required	N/A
11	Recurring Indicator	Enter "R" for true (no quotes), otherwise false
12	Not used, but delimiter required	N/A
13	Not used, but delimiter required	N/A
14	Not used, but delimiter required	N/A

7.2 Sigma Plot Worksheet (SPW) Format

Record Count

The first line in the file is simply the number of transaction records contained in the file. It should NOT contain any spaces, commas or other characters.

File Body

After the Record Count, every line is a transaction record. The format is outlined below.

Field Index	Field Name	Field Format	Required
1	BatchID	numeric	No
2	Not used, but delimiter required	N/A	No
3	Batch Description	100 characters max	No
4	Not used, but delimiter required	N/A	No
5	Not used, but delimiter required	N/A	No
6	Not used, but delimiter required	N/A	No
7	Not used, but delimiter required	N/A	No
8	FirstDate	MM/DD/YYYY	No
9	Not used, but delimiter required	N/A	No
10	Frequency	Indicates the number of transactions to process per year. Accepted Values: 0, 1, 2, 4, 6, 12, 24, 26, 52, 365	No
11	Last Date	MM/DD/YYYY	No

12	Not used, but delimiter required	N/A	No
13	Not used, but delimiter required	N/A	No
14	Amount	Numeric 0.00 format	Yes
15	Debit/Credit	"True" for debit, "False" for credit	Yes
16	Not used, but delimiter required	N/A	No
17	Not used, but delimiter required	N/A	No
18	Cardholder Reference	19 characters max	No
19	Cardholder Name	30 characters max	Yes
20	Card Number	19 characters max	Yes
21	Not used, but delimiter required	N/A	No
22	Expiry Date	MM/YY	Yes
23	Not used, but delimiter required	N/A	No
24	Transaction Code	MVAUTH (pre-authorization), MVSETL (pre-authorization completion), MVATHSTL (purchase/authorize and capture)	Yes
25	Recurring Payment	True/False	Yes
26	Not used, but delimiter required	N/A	No
27	Authorization Number	6 characters maximum	Required if Transaction Code is MVSETL
28	Not used, but delimiter required	N/A	No
29	Not used, but delimiter required	N/A	No
30	Not used, but delimiter required	N/A	No

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 Technical Criteria	Offeror's Substantiation
1.0 General Requirements	
1.1 Provide Transport Canada customers a 24/7 access to submit payments for invoices and on account.	
1.2 Retain the current phone number (1-888-639-2199) used for telephone payments.	
1.3 Accommodate an average of 1000 – 1200 transactions per month and be expandable for future activities.	
1.4 Provide an option to talk to a client service representative.	
1.5 Ensure transactions are in Canadian dollars only.	
1.6 Provide sufficient information to Transport Canada to ensure processing through Oracle R12.	
1.7 Credit card processing must take place through the Receiver General Buy Button using the Receiver General's third party providers and banking reconciliation processes.	
1.8 Provide support and ensure the interface is available 24/7.	
2.0 Reporting Requirements	
2.1 Provide a daily payment detail report including: transaction date, time, customer phone number (contact number), customer number, customer name, invoice number, credit card type (Visa, MC or AMEX), amount, sequencing payment number (reference payment number from the company), confirmation number, number of transactions, total amounts, transaction type (Credit card capture, adjustment or refund) and other information as required.	
2.2 Provide a monthly payment report including: month, credit card type (Visa, MC, or AMEX), transaction type (Credit card capture, adjustment or refund), bank account number, number of transactions, and total amount.	
3.0 Language Requirements	
3.1 The solution system must be bilingual. (French and	

English)	
4.0 Security Requirements	
4.1 Comply with the security requirements for the Receiver General Buy Button	
4.2 All data must remain within Canada.	
4.3 Credit Card information cannot be retained by the service provider.	
4.4 Comply with the Payment Card Industry Data Security Standards.	
5.0 Technical	
5.1 Integrate with the RGGC contractor using a direct certification of the government of Canada's Application Programming Interface payment gateway using Moneris REST based interface specification.	
5.2 Have up to date SSL/TLS certificates that meet the requirements of Moneris at all times.	
5.3 Funds collected must be processed by the Government of Canada's card acceptance acquirer and the funds must be deposited to the Receiver General for Canada in accordance to the <i>Financial Administration Act, Part II Public Money, Sections 17 (1) and 17 (2) and the Treasury Board Directive on Receipt, Deposit and Recording of Money, Section 6.2.</i>	
5.4 Be able to validate the invoice or customer number information provided by Transport Canada on a daily basis via SFTP.	
5.5 Be able to send daily files with the processed transactions via SFTP location.	
5.6 Be able to process through merchant account provided by Transport Canada.	

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.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. 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.

APPENDIX "D"

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.

16. **SECURITY REQUIREMENTS**

Should foreign suppliers be bidding on this procurement please contact CISD for an international security clause.

Should the client department raise any objections to the wording of the clause below, contact CISD **PRIOR TO** finalizing the contractual documentation. No changes to the clause wording is permitted without prior consultation with CISD/PWGSC.

This SRCL contains a Document Safeguarding Capability and/or Information Technology (IT) requirement. In order for CISD to perform the necessary physical inspection(s) and grant the applicable approval(s) and/or authority to process in a timely manner we require the following documents at your earliest convenience:

- Statement of Work
- Fully signed SRCL
- IT Security Requirements identified in a separate Technical Document
- IT Connectivity Guide (if an IT Link is required)
- Any other applicable security guides or security instruction documents
- If multiple work sites of the chosen supplier will be performing work, CISD **must** be advised in order to have the necessary physical inspections initiated.

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>
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.

FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
 DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- CERTIFICATE NUMBER IS
 LE NUMÉRO OFFICIEL DE L'ATTESTATION EST _____

OR - OU

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

- BID IS LESS THAN \$200,000;
 LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
 VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
 VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION
NOM ET ADRESSE DE L'ORGANISATION

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 Programme de contrats fédéraux
Program

Certificate of Commitment to Implement Employment Equity

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

RETURN INSTRUCTIONS

IMPORTANT

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 P. Engineer to handle submissions on bulk storage facilities.
NUMBER - NUMÉRO T8080-150038
DATE DUE - DÉLAI July 06, 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)

TENDER - SOUMISSION