



Transport
Canada

Transports
Canada

Forth Floor
Tower "B", Place De Ville
112 Kent Street
Ottawa, Ontario K1A 0W85

September 30, 2015

Subject: Request for Proposal T8080-150036
Supply Chain Analysis on Canadian Petroleum Industry

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Supply Chain Analysis on Canadian Petroleum Industry to one (1) firm for a Phase I period of four (4) months commencing from contract award to March 31, 2016; and for a Phase II period from April 1, 2016 to September 30, 2016. In accordance to the Terms of Reference referenced 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 T8080-150036**, 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 November 25, 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 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;
- Insurance liabilities and drivers records as defined in Terms of Reference;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

FOUR (4) 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** (2) copies of the “Offer of Services” (Appendix “A”) form in Envelope 2.

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

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

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

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”.

Intellectual Property:

Transport Canada has determined that any intellectual property arising from the performance of the work under any resulting contract will vest in Canada, on the following grounds: where the

main purpose of the Crown procurement and information for public dissemination. Please refer to the Supplemental Conditions 6.4.1 attached hereto as Appendix “D”.

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the Supplemental Condition for Confidentiality attached hereto as Appendix “E”.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Céline Chartrand, Transport Canada (AFTC), e-mail celine.chartrand@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT** on November 19, 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 Céline Chartrand at 613-991-0768.

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,

(Original signed by)

Céline Chartrand
Contracting Specialist
Transport Canada
Materiel, Contracting, Security &
Facility Management

Canada

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: Supply Chain Analysis for Canadian Petroleum Industry

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ **PBN Number** _____

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

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

The period of the contract is for a Phase I period of four (4) months commencing from contract award to March 31, 2016; and

Phase II period from April 1, 2016 to September 30, 2016. In accordance to the Terms of Reference referenced attached hereto as Appendix “B”.

4. Cost Proposal

4.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Terms of Reference. In addition, the Contractor shall provide a breakdown of the tendered all-inclusive fixed price in accordance with the requirements identified in the attached Annex “A-1” for evaluation purposes only. All rates are in Canadian Funds.

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

Do not include Travel costs. Travel expense shall be in accordance to Appendix B, Section 7.

Professional Services

Category of personnel	Name of Resource	Per diem rate per resource	*Estimated days per resource	Total amount

The estimated days is required for evaluation purposes only and provide an indication of the level of effort that may be used to facilitate the evaluation of the proposal. It is solely in support of the tendered all-inclusive fixed price for Professional Services and Associated Costs.

An all-inclusive fixed price of – Initial contract period:

(Total elements from Annex “A”)

\$ _____
(GST/HST extra)

4.2 Method of Payment

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

The payment schedule shall be attached to the Offer of Services (see Annex “A-2” - Proposed Payment Schedule).

The Department reserves the right to negotiate an acceptable payment schedule prior to the award of any contract concluded as a result of the acceptance of this offer.

5. 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.

6. 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.

7. Appropriate Law

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

8. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 90 calendar days after the proposal closing date.

9. 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.

10. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2015
In the presence of

Per _____
NAME OF COMPANY

Per _____

(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A-1” - Supply Chain Analysis on Canadian Petroleum Industry

PRICE BREAKDOWN FOR T8080-150036

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

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

Phase I: Period from contract award to March 31, 2016

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>

1.1 Associated Costs (long distance telephone, reproduction costs, etc.)

2. Phase II From April 1, 2016 to September 30, 2016

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>

1.1 Associated Costs (long distance telephone, reproduction costs, etc.)

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

ANNEX “A-2” – Canadian Petroleum Industry Supply Chain Analysis

PROPOSED PAYMENT SCHEDULE FOR T8080-150036

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

Task	Due Date	Amount
Phase I Provide DG related information on oil extraction activities up to the crude oil reaches a refinery.	Prior to March 31, 2016	70% or \$
Phase II Provide information on transportation, processing & distribution activities up to the products are sold to the general consumer.	Up to September 30, 2016	30% or \$

APPENDIX "B"

TERMS OF REFERENCE/SELECTION CRITERIA

TERMS OF REFERENCE

1. TITLE

Canadian Petroleum Industry Supply Chain Analysis

2. BACKGROUND

The Canadian crude oil sector has experienced significant growth within the last 15 years. Today, Canada has the third largest oil reserves in the world and is the sixth-largest producer of crude oil. Canada's oil sector plays an important role supporting the national economy as it is the largest single private investor in Canada, contributing an estimated \$18 billion to government revenues in 2014 through royalty payment, land payments and income taxes, and employing approximately 550,000 people. Recent industry forecasts expect Canadian crude production to increase in the long-term from 3.7 million barrels/day (b/d) in 2014 to 5.5 million b/d by 2030, with the primary driver of this increase located in the Oil Sands region of Alberta.

According to the Canadian Fuels Association, there are 18 refineries located in eight provinces in Canada, with a refining capacity of close to 2 million b/d. These refineries use over 1.7 million b/d of crude oil as their primary input, of which nearly 723,000 are imported. Refineries rely on pipelines, railways, marine vessels, and in limited cases, trucks to supply required inputs and deliver refined outputs to market (i.e. propane, gasoline, aviation fuel, diesel fuel). While pipelines are the most cost-effective means to supply refineries with crude oil, the rapid expansion of the oil sector has caused key pipelines in North America to become congested, while major projects to expand existing capacity face challenges related to regulatory approvals and timely construction. As a result, Canadian railways have significantly increased their crude by rail operations since 2010.

Given crude production forecasts and the changing transportation options to move product to market, it is important to understand how the end-to-end refinery supply chain in Canada operates, including the transportation, handling, distribution and means of containment of any related dangerous goods (DGs).

3. STUDY MOTIVATION

Transport Canada (TC), based on risks, develops safety standards and regulations, provides oversight and gives expert advice (through the Canadian Transport Emergency Centre — CANUTEC) on DGs accidents to promote public safety in the transportation of DGs by all modes of transport in Canada. The Transport Dangerous Goods (TDG) Directorate is the focal point for the national program to promote public safety during the transportation of DGs. The TDG Directorate serves as the major source of regulatory development, information and guidance on DGs transport for the public, industry and government employees.

TC expects that the related data, analysis, and conclusions of this study will support the TDG Directorate's mandate, provide insight into emerging trends in the refining sector, and by extension, a deeper understanding of how oil and petroleum products move from various activity centers across Canada. This knowledge is required by the TDG Directorate in order to continue fulfilling its delegated activities under SO 3 of the aligned program architecture.

4. OBJECTIVE

The objective of the proposed study is a complete analysis of the supply chains relative to safety of the crude oil and petroleum products, by-products and waste products in Canada. This supply chain encompasses the extraction and upgrading of crude oil products, the transport to and subsequent refining at refineries until the aforementioned products reach the primary distribution center. A

general emphasis is being placed on petroleum fuels and liquid petroleum gasses (LPG), (hereafter referred to as petroleum products), however non-fuel petroleum products will also be captured so long as they are still DGs in accordance with Schedule 1 of the *Transport of Dangerous Goods Regulations* (hereafter referred to as the “*Regulations*” or “*TDG Regulations*”).

This will include:

1. a detailed description of the inputs and outputs, by mode, of the DGs that are involved in well-head oil production and upgrading including any intermediate transportation; and
2. a detailed description of the inputs and outputs, by mode, of the DGs that are involved in the refining and distribution processes, including information on activity centers for petroleum products and any intermediate transportation.

The final objectives of this study are to:

1. comprehensively describe the petroleum industry in Canada, with respect to DGs activity;
2. identify and describe the primary transportation and handling activity centers in Canada related to the petroleum product supply chain; and
3. identify by-products and additional products (such as waste products) that are produced by/or result from the various petroleum related activities in Canada.

While the study will also examine the various by-products and non-fuel related petroleum products, the extent to which these products will be described and evaluated will be decided by the consultant, in collaboration with the Steering Committee, as the study progresses.

5. SCOPE OF WORK

TC (the client) proposes a two phase approach to research and analyze the supply chains for petroleum products in Canada with respect to safety, and to identify additional DGs by-products and associated products, and transportation activity.

Phase 1 – Provide DGs related information on oil extraction activities up to the point where the DGs reach a refinery or pipeline, including crude oil. This will include:

1. Identifying well-head extraction activities in Canada, as well as upgrading centers;
2. Describing and mapping the extraction, upgrading and transportation and handling activities by mode in a manner that includes GIS-produced maps as necessary;
3. Identifying and describing the DGs inputs and outputs from extraction to receipt at refinery; and
4. Identifying and describing the DGs inputs used in the oil refining process.

This information will be important for developing a general understanding of the oil extraction and initial upgrading / processing industry

Phase 2 - Provide information on transportation, processing and distribution activities from the refinery to the point where the products are sold to major geographic market. This will include:

1. Identifying and describing DGs outputs (including waste products) associated to oil refining / processing activities in Canada, intermediate transportation to major distribution centers;
2. Mapping and analysing the transportation by mode, and distribution of the subject DGs and all associated by-products / waste products; and
3. Describing the uses of each refined product and bi-product or waste product identified in the study within the general population and any further considerations related to the TDG industry that the consultant, in agreement with the steering committee identifies as relevant.

Overall, this study will compile:

1. a list of known and common routes by mode, including maps as appropriate by class, volume or by commodity where required; and
2. background information on the production, refining, use of, transportation, handling, and distribution of crude oil and petroleum products in Canada.

6. DATA / REFERENCES / MATERIAL

Data:

The consultant is responsible for assembling all socio-economic and geospatial transportation data necessary to complete the study. TC will make available, subject to agreed limitations, the transportation statistics and geospatial data that it holds, providing the data in formats and aggregations that will be agreed upon at the kick-off meeting. The consultant will ensure that its handling of confidential, proprietary and market sensitive data obtained from TC and other sources protects the interests of the sources.

The consultant will be responsible for purchasing data outside of what resources TC currently has. Before receiving data from TC, the consultant must conclude a formal agreement with TC on the handling, use and final disposition of the data. In the case of rail data requirements, the contractor must additionally conclude a formal agreement with the railways (Canadian National, Canadian Pacific, any other Class 1 Carriers operating in Canada, and in some cases short-line carriers).

Documentation:

The consultant will document all sources of information used during this contract.

7. WORK PLAN, SCHEDULE, DELIVERABLES AND REPORTING

1. The results of each Phases of the contract will be packaged in the form of a project report, in English only, including all tables, maps and exhibits. These packages will be accompanied by a technical memorandum to the GIS shape files as applicable;
 - a. As the consultant develops the report, the consultant will be expected to:
 - i. provide data samples, and sample maps as required;

- ii. Actively coordinate with TC staff for as required;
 - iii. Provide lists of stakeholders and references; and
 - iv. Deliver presentations to project management and TC management on request.
2. Following completion of Phase 2, the final project report will document the research, analysis and final conclusions, including recommendations, of the study. The report will be created using a word-processing program agreed to by TC and the contractor at the start of the project, such as Microsoft Word (Office 2007 version) and/or Adobe Acrobat (most recent version). Mapping should be conducted on, or produced compatible with ESRI ArcGIS.
- a. The final report will include and / or be accompanied by:
 - i. Full and complete datasets including worksheets;
 - ii. Technical memorandum describing all geospatial work and modelling, including a discussion where applicable about the models chosen and why;
 - iii. List of companies and stakeholders that are identified in the course of the study including address and GIS Coordinates;
 - iv. Textual overview of the supply chain analysis;
 - v. All maps that have been created to support the supply chain analysis. These will include the primary routes of the crude oil and/or petroleum product supply chain as well as additional layers describing/depicting the supply chain followed by DGs by-products and/or DGs waste products in Canada; and
 - vi. Detailed breakdown of crude oil and other petroleum product's supply chain including analysis that follows the movement of any DGs by-product or DGs waste associated to the crude oil and/or petroleum product extraction, upgrading, transportation or refining processes.
3. The contract resources must be available to begin work within one week of the contract signing date.
4. The kick-off meeting between TC and the consultant will be held within one week of the contract signing date. The meeting will discuss the department's expectations and the consultant's proposed work plan for completing the assignment.
5. Within one week of the kick-off meeting the consultant will provide TC with a revised work plan to reflect the results of the meeting.
6. The consultant will provide bi-weekly (every two weeks) written updates, in English, of progress to the departmental authority by 9:00 am EST on the second Friday of each two-week period. This frequency may be changed if deemed necessary by TC.
7. For each Phase of the project, at mid-project, or any other milestone to be agreed at the kick-off meeting, the consultant will meet with TC for an in-depth status review. The consultant will provide a detailed description of the work completed, underway and remaining, and an explanation of the results to date. The consultant will be responsible for taking into account TC's questions and comments in subsequent work.

8. The consultant will provide TC with a draft of the final project report, in English only, at least fifteen (15) days prior to the contract end date for each Phase -- five hardcopies and one electronic copy of the report. The consultant will be responsible for taking into account TC's questions and comments when preparing the final report.
9. The consultant will provide TC with the final project report, in English only, on or before the Phase 2 contract end date - five hard copies and one electronic copy of the report in English.
10. If requested, the consultant will give a presentation on the results of the study (Phase 1 – 2) to TC after completion of the final project report on or before the contract end date.
11. The consultant will, on or before the contract end date, provide TC with an electronic copy of all presentations made during mid and final project meetings and permission to use the material in whole or in part.

8. OTHER TERMS AND CONDITIONS

8.1 The contractor will:

- a. Ensure the availability of adequate resources to complete the contract on schedule, and the availability of back-up resources in case of unforeseen illness, injury or other reasons that may result in the withdrawal of the planned resources;
- b. Ensure that the interests of all stakeholders (e.g. industry, TC, Statistics Canada, etc.) are fully protected in terms of their handling of proprietary data and sensitive market information; and
- c. Not commence any work, or be entitled to compensation for any work undertaken, unless the Project Authority has authorized the call-up by means of a Purchase Order/Contract.

8.2 Transport Canada will:

- a. Monitor contract progress and provide timely feedback to the contractor; and
- b. Make available the transportation statistics, site and company data, and geo-spatial data that it holds, using formats and aggregations that will be agreed upon in the kick-off meeting.

9. WORK LOCATION

The majority of the work will be completed at the Contractor's site. However, the Contractor's primary contact for the work will be required to participate in bi-weekly teleconference meetings with the TC Project Authority and a number of WEBEX presentations. They may also be invited to participate, either in person or via teleconference, interdepartmental meetings in Ottawa.

10. LEVEL OF EFFORT

The estimated level of effort is estimated as per the following:

Phase I: 90 person days

Phase II: 30 person days

Cumulative total of 120 person days.

TC requires a fixed cost for each phase plus a total for both phases.

11. CONTRACT PERIOD

The period of Phase 1 of the Contract is from the date of Contract Award to March 31, 2016. All deliverables from the consultant for Phase 1 must be received at TC by February 29, 2016.

The period of Phase 2 of the Contract is from April 1, 2016 to September 30, 2016. All deliverables from the consultant for Phase 2 must be received at TC by August 31, 2016.

The contractor shall not commence any work or be entitled to any compensation for any work undertaken unless the Contract Authority has authorized the work to begin.

12. METHOD OF PAYMENT

Payment of the fixed price for professional services will be made in instalments upon receipt and acceptance of the following deliverables. The contractor shall invoice Transport Canada in the following manner:

1. 70% of the total upon reception of the final Phase I following contract award.
2. 30% of the total upon reception of the final Phase II following contract award.

13. LANGUAGE REQUIREMENT

The principal language of communication with Transport Canada will be English; however the consultant must ensure that some members of the team are proficient both orally and in writing in both English and French. Presentations and draft and final results (for example the project reports) will be in English only.

The Contractor's resources involved in meetings with TC, other departmental organizations or any of the stakeholders identified by the TC Project Authority in the project engagement must be *fluent to communicate effectively with stakeholders in both English and French in order to complete the work.

*Fluent is defined as Written, Verbal, and Comprehension at a minimum **intermediate level** or above. When a requirement for either language arises, the contractor must have suitable resources available to fill that requirement. Please see legend below.

Legend	Oral	Comprehension	Written
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.

14. SECURITY REQUIREMENT

There are no security requirements for this project. Should the Contractor’s resources require on site access to government facilities they will be escorted at all times.

15. INTELLECTUAL PROPERTY

IP shall vest in Canada whereas the main purpose of the Crown procurement contract, or the deliverables contracted for, is:

- 6.4.1 main objective of the study and supporting material produced under this contact is to generate knowledge and information for public dissemination.

Please refer to the Supplemental Condition attached hereto as Appendix “D”.

16. CONFIDENTIALITY CLAUSE

All verbal and written exchanges related to this project shall be treated in strict confidence.

All materials gathered by or developed by the contractor during the course of this project, except the methodology as described in section 15, are to be considered the property of Transport Canada and shall be provided to Transport Canada at the end of the project.

The contractor agrees

- not to reproduce, in any form, any portion of the contractual document.
- to hold in strictest confidence all information obtained in connection with this contract, including the information contained in these terms of reference, and the report to be produced as part of the contract, and agrees not to disclose such information to any person other than those direct members of the departmental project team as identified by the Departmental Representative, in writing, prior to commencement of work.

This confidentiality covenant shall survive the termination of any Contract with the contractor and shall remain in full force and effect unless specifically released by Transport Canada.

Please refer to the Supplemental Condition attached hereto as Appendix “E”.

17. PROJECT AUTHORITY and PROJECT TEAM

Project Authority

(at Contract Award)

Responsible Project Authority Immediate contact

(at Contract Award)

The Project authorities are the representatives of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contracting Authority

Céline Chartrand

Contracting Specialist

Transport Canada, Procurement/Contracting Directorate

112 Kent St., Place de Ville, Tower B, 4th Floor

Ph.: (613) 991-0768

Celine.chartrand@tc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

18. REPLACEMENT OF RESOURCES

The consultant must provide the services of the personnel named in the contract to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control.

Should the consultant at any time be unable to provide the services of the resource (s) named in the contract, the consultant shall be responsible for providing replacement personnel, at the same cost, who shall be of similar or greater ability and attainment and whom shall be acceptable to the Transport Canada Project Authority.

In advance of the date upon which replacement resources are to commence work, the consultant shall notify, in writing, to the Transport Canada Project Authority the reason for the unavailability of the resource(s) named in the contract.

The consultant shall then provide to the Transport Canada Project Authority the name(s) of the personnel and an outline of the qualifications and experiences of the proposed replacement(s).

Any replacement personnel will be evaluated in the same time.

Under no circumstances shall the consultant allow performance of the services by the replacement resources that have not been authorized by the Transport Canada Project Authority.

19. SELECTION CRITERIA

Mandatory Technical Criteria

The mandatory requirements below will be evaluated on a pass/fail (meets / does not meet) basis. Proposals that do not meet the requirements will be deemed non-responsive and given no further consideration.

Proposals **MUST** give evidence of the following compliance to the mandatory requirements, and present supporting documentation.

In order to maximize the efficiency of the evaluation process, please complete the following table. Please address each criteria by referencing the applicable details in the proposed resource’s resume. References must be detailed, complete and relevant.

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

No	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT1	<p>The Bidder must submit *detailed resumes of proposed resource(s), demonstrating that he/she meets the minimum mandatory requirements (educational, professional designations and work experience) for applicable resource as described in Annex B - Statement of Work.</p> <p>*Detailed Resume defined as:</p> <ul style="list-style-type: none"> • name of resource; • Chronological work description of relevant project experience (including years/months of engagement with start and end dates); • Specific experience in transportation of DGs, oil supply chain analysis, supply chain analysis related to DGs, and/or the oil industry with particular focus on the supply chain associated to refining); • Education and professional attainment in relation to road, rail or marine transportation, geographical information systems, supply chain analysis, and/or oil. All formal training listed in chronological order by course/program title and the duration (Days/months/years) with start and end dates; • Where, when and how the experience was obtained. <p>It is the responsibility of the Bidder to ensure that the proposed resource’s resume is sufficiently detailed to enable a full evaluation.</p>		
Bidder’s Proposed Resource(s)			
MT 2	<p>The Bidder must identify and provide a detailed resume (3 page maximum summary) of <u>a project lead resource</u> (as per MT1) with a minimum of seven (5) cumulative years experience in the items identified in MT1 or closely related fields field within the past ten (10) years and/or a proposed team member(s) with a minimum of five (5) cumulative years experience (within the last eight (8) years) with the following experiences:</p> <ul style="list-style-type: none"> • interpreting economics, analytical research; 		

	<ul style="list-style-type: none"> • supply chain analysis; • Canadian Oil and/or petroleum industry, or DGs related industries; and • Surface rail, truck and intermodal operations in Canada and the USA. <p>Resume must include, where, when and how the experience was obtained.</p>		
MT3	<p>The Bidder must provide a minimum of two (2) projects summary/description (3 page max) to demonstrate their experience in Canadian multi modal transportation which include information such as:</p> <ul style="list-style-type: none"> • the name of the client organization; • a brief description of the scope of the service provided and the number of participant(s); • the dates/duration of the project; • the \$ value of the project (to the Bidder); • the extent to which the services were provided on-time, on-budget and in accordance with the established project; • resources/personnel involved; • the total Bidder level of effort (in days) during the duration of the project; • objective of the project. <p>Key factors and strategies to be considered in order to address the requirements including risks and challenges that may be encountered.</p>		

Field Code

Field Code

Field Code

Field Code

Field Code

***Definitions:**

Medium Project: \$500,000 to \$1,000,000 total project cost and having a duration of not less than 6 months.

Large Project: Greater than \$1,000,000 total project cost and having a duration of not less than 6 months.

Point Rated Technical Criteria

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

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

We advise tenderers to respond in the order that follows and in detail, to allow for a complete evaluation. The evaluation will be based solely on the information provided in the proposal. The following will be used to evaluate the Point Rated Technical Criteria.

Point Rated Technical Criteria		Maximum points	Cross Reference to Proposal
Experience and Expertise of the Proposed Resource(s)		45	
RT1	<p>The Bidder’s proposed project lead and/or Team resource(s) shall demonstrate (2 page maximum) their experience in Oil and Petroleum products transportation as described in the Statement of Work particularly with the following elements:</p> <ul style="list-style-type: none"> • analysis of existing transportation trade and forecast data; • knowledge of DGs or HAZMAT; and • Roles and responsibilities of various parties relevant to the transportation and refining of crude oil’s supply chain, as well as any relevant intermodal systems. <p>Up to ten (15) points will be allotted for each element for up to a maximum of forty-five (45) points.</p> <p><i>35 -45 = Complete and relevant information and experience</i> <i>25-35 = Thorough, reasonably detailed information and experience</i> <i>15-25 = Adequate, minor inaccuracies of information and experience</i> <i>1-15 = Poor information and experience lacking details</i> <i>0 = No relevance, incomplete or inaccurate information and experience</i></p>	Up to 45	
Proposed Personnel		80	
RT2	<p>The Bidder shall provide a list of proposed individuals (should include at least a Project Manager, backup, team members) with the following elements:</p> <ul style="list-style-type: none"> • Describe the work to be performed by each individual; • Describe the proposed basis of selection of each individual; • Provide their names, title, duties, academic background; and • Experience conducting analysis related to transportation, data, or GIS software. <p><i>Up to twenty (20) points per element for a maximum of eighty (80) points.</i></p>	Up to 80	
Bidder’s Methodology and Approach		40	
RT3	<p>The Bidder shall provide detailed work plan covering all the objectives of the Statement of Work.</p> <p>The plan should set out:</p> <ul style="list-style-type: none"> • The specific activities anticipated; • Timelines; 	Up to 40	

	<ul style="list-style-type: none"> • The level of effort and resource for each activity; and • A proposed project plan following the GANTT Chart format <p>Emphasis will be placed on each of the following elements:</p> <ul style="list-style-type: none"> • Clear understanding of the Canadian Transportation of DGs environment; • Methodology and execution with identifying potential problems and proposed solutions; • Hazardous waste regulations (to oil disposal); and • Approach and understanding of the expected deliverables (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work). <p><i>Up to five (5) points will be allotted for each element for up to a maximum of forty (40).</i></p> <p><i>35-40 = Excellent understanding - highly detailed, comprehensive, accurate relevant;</i> <i>25-35 = Thorough understanding- reasonably detailed, generally accurate but has some minor weaknesses;</i> <i>15-25= Adequate Overview - lacking in detail, some inaccuracies and minor deficiencies;</i> <i>1-15= Poor understanding - lacking in detail, inaccuracies, and major deficiencies;</i> <i>0 = Information is incomplete or inaccurate</i></p>		
Total of all of the point rated technical criteria Minimum required score is 70% or 116 points		(165)	

***Definitions:**

Medium Project: \$500,000 to \$1,000,000 total project cost and having a duration of not less than 6 months.

Large Project: Greater than \$1,000,000 total project cost and having a duration of not less than 6 months.

To be eligible for evaluation, tenderers must meet to the stated requirements. Only one contract will be awarded further to this solicitation.

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 contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 70% of the bid and price at 30%.

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 70%

Price: 30%

Technical Score = $\frac{\text{Bidder's Points} \times 70\%}{\text{Maximum Points}}$ **Cost Score** = $\frac{\text{Lowest Bid} \times 30\%}{\text{Bidder's Cost}}$

Total Score = Technical Score + Cost Score

The proposal will be awarded to **the highest total technical and price score.**

The responsive bid with the highest combined rating of technical merit and cost will be recommended for award of a contract. In the event that two or more responsive bids have the same combined rating for cost and technical merit, the responsive bid that obtained the highest overall score for all the point-rated technical criteria 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 ensure 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 Terms of Reference.

21. No Other Benefits

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

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

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

23. Minister's Responsibilities

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

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

- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and
- 24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
- 24.6. In this Article:
- 24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

TRANSPORT CANADA

APPENDIX “D”

SUPPLEMENTARY CONDITION

(INTELLECTUAL PROPERTY)

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

CROWN OWNS

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

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

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

01 Interpretation

1. In the Contract,

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

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

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

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

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

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

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

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

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

02 Disclosure of Foreground Information

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

03 Canada to Own Intellectual Property Rights in Foreground Information

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

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2015)

or

© SA MAJESTÉ LA REINE DU CHEF DU Canada (2015)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada’s expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

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

(a) for the use, operation, maintenance, repair or overhaul of the Work;

(b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;

I for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

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

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

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

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

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

05 Right to License

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

06 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

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

TRANSPORT CANADA
APPENDIX “E”
SUPPLEMENTARY CONDITION
(CONFIDENTIALITY CLAUSE)

CONFIDENTIALITY REQUIREMENTS

Re: Request for Proposals T8080-150036
Canadian Petroleum Industry Supply Chain Analysis

The Consultant hereby agrees:

- a) Not to reproduce, in any form, any portion of the documentation or demonstration considered proprietary by its Owner except for the purpose of preparing a response to this Request for Proposal.
- b) To hold in strictest confidence all Confidential Information received and agrees not to disclose such information to any Person other than those direct members of the proposal response team as necessary.
- c) To take all precautions in dealing with the Information so as to prevent any unauthorized person from having access to such Confidential Information.

The term "Confidential Information" means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Consultant.

The Contractor agrees that if he/she is in doubt about whether certain information is confidential, he/she shall treat such information as confidential until advised by Transport Canada that it is not confidential. This Confidentiality covenant shall survive the closure of the Request for Proposals and shall remain in full force and effect unless specifically released by Transport Canada.

Signed: _____

Position and Company: _____

Date: _____

TRANSPORT CANADA
APPENDIX “F”
INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

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.

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.

10. SIGNING OF DOCUMENTS

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

11. TENDER VALIDITY PERIOD

11.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.

11.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-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.

11.3. 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.

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

12.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender will be rejected.

12.3. In the event that tender security is required and is not provided with the tender, the tender will be rejected.

13. 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.

14. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

TRANSPORT CANADA

APPENDIX “G”

REQUIREMENTS FOR SIGNATURE
and
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**

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

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

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

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

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

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

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

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

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

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

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

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

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 on the HRDC website at the following address:

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

Criterion 1: Communication of Employment Equity to Employees

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

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

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

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

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

Criterion 3: Collection and Maintenance of Workforce Information

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

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

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

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

Criterion 9: Establishment of a Positive Work Environment

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

Criterion 10: Adoption of Monitoring Procedures

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

Criterion 11: Authorization to Enter Premises

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

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal name of organization	Parent company is located outside Canada <input type="checkbox"/> Yes <input type="checkbox"/> No		
Operating Name (if different)			
Type of Industry (sector, purpose, etc.)	Total no. employees in Canada (Full-Time/Part-Time) ▶		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
The above-named organization: <ul style="list-style-type: none"> having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
IMPORTANT <ul style="list-style-type: none"> You must include the <i>signed original</i> of this form with your bid. You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768. 			

Criteria for Implementation

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

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

TRANSPORT CANADA

APPENDIX "H"

BIDDER'S DECLARATION



BIDDER'S DECLARATION

File Number : T8080-150036

Project : Canadian Petroleum Industry Supply Chain Analysis

1. The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
2. 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.

Name of consultant _____
/company

Complete address _____

GST number _____ or Procurement Business Number (PBN) _____

Telephone number _____ Fax number _____

CERTIFICATION

Company authorized signatory

Name (print) _____ Title _____

Signature _____ Date _____



FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Canadian Petroleum Industry Supply Chain Analysis
NUMBER - NUMÉRO T8080-150036
DATE DUE - DÉLAI Nov 25, 2015, 14:00 HRS (2:PM) OTTAWA TIME

TENDER - SOUMISSION

TENDER RECEPTION

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