

Place de Ville, Tower "C"
330 Sparks Street
Ottawa, Ontario
K1A 0N5

November 21, 2016

REQUEST FOR PROPOSAL

**Subject: Request for Proposal T8080-160096
Regional Study on Dangerous Goods Movement – Greater Montreal Area Analysis**

Transport Canada has a requirement for the service of a Regional Study on Dangerous Goods Movement in the Greater Montreal Area as described in the Terms of Reference attached hereto as Annex "B".

The contract will be from contract award date to March 31, 2017.

If you are interested in undertaking this project, you are invited to submit a proposal.

Closing date and time for the submission of proposals:

December 16, 2016 at 14:00 hours (2 p.m.), Ottawa Local Time.

Location for submitting proposals:

Transport Canada
TC MAIL ROOM (Food Court Level)
Place de Ville, Tower "C"
330 Sparks Street
Ottawa, Ontario K1A 0N5

Office hours:

Monday to Friday from 7:30 a.m. to 5:00 a.m.

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.

It is the bidders' responsibility to deliver their proposal prior to tender closing. Bids will not be accepted after the closure date and time for this Request for Proposal, they will be returned to the sender unopened.

Proposals submitted by fax, e-mail or Internet will **not** be accepted.

Proposals will be evaluated in accordance with the pre-determined evaluation criteria and methodology specified in Annex "G", Evaluation Procedures and Basis of Selection.

Question period:

Questions with respect to the meaning or intent of the Request for Proposal, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing no later than five calendar days before the bid closing date** by e-mail or fax to the Contracting Authority:

Sonia Lemire
Contracting Specialist
Transport Canada
E-mail: sonia.lemire@tc.gc.ca
Fax: 514-633-2925

All questions and answers will be presented as an addendum to the Request for Proposal and will be published on the Government Electronic Tendering Service (GETS) website. All addenda submitted under this process will be part of the tender documents.

Yours truly,

Sonia Lemire
Contracting Specialist
Transport Canada
E-mail: sonia.lemire@tc.gc.ca
Telephone: 514-241-0914
Fax: 514-633-2925

LIST OF DOCUMENTS PERTAINING TO THE REQUEST FOR PROPOSAL

Offer of Services..... Annex "A"

Terms of Reference..... Annex "B"

Terms of Payment Annex "C"

General Conditions Annex "D"

Supplementary Conditions Regarding Intellectual Property..... Annex "E"

Contractor's Declaration..... Annex "F"

Evaluation Procedures and Basis of Selection Annex "G"

Requirements for Signature..... Annex "H"

Bidder's integrity declaration..... Annex "I"

Instructions to Tenderers..... Annex "J"

ANNEX A OFFER OF SERVICES

Offer for: Regional Study on Dangerous Goods Movement – Greater Montreal Area Analysis

Offer submitted by: _____
(Name of company)

(Full address)

GST number: _____ **Business number:** _____

Telephone number: _____

Fax number: _____

Contact person: _____

E-mail address: _____

1. The Undersigned (hereinafter referred to as “the Contractor”) hereby offers to provide Her Majesty the Queen in Right of Canada (hereinafter referred to as “Her Majesty”), represented for the purposes hereof by the Minister of Transport (hereinafter referred to as “the Minister”), with the necessary expertise, supervision, materials, equipment and all that is needed to complete, to the entire satisfaction of the Minister or her authorized representative, the services described in the Terms of Reference in the attached Annex “B”.

2. The Contractor hereby offers to perform and complete the work at the location and in the manner indicated, in accordance with the following documents:
 - (i) this document form marked as Annex “A” entitled “Offer of Services”;
 - (ii) the document marked as Annex “B”, attached hereto and entitled “Terms of Reference”;
 - (iii) the document marked as Annex “C”, attached hereto and entitled “Terms of Payment”;
 - (iv) the document marked as Annex “D”, attached hereto and entitled “General Conditions”;
 - (v) the document marked as Annex “E”, attached hereto and entitled “Supplementary Conditions Regarding Intellectual Property”.

3. Contract Period

The period of the contract will be from the contract award date to March 2017.

4. Cost Proposal

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 "B", Terms of Reference.

An all-inclusive fixed price of: \$
(GST/HST extra)

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

5. Method of Payment

Payments will be as per the Terms of Payment, Annex "C".

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 copies to undertake the work in accordance with the requirements detailed in the Request for Proposal documents.
- (b) Two copies of this Offer of Services, considered as the Financial Proposal, 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 hereby submits this proposal in accordance with the requirements specified in the Request for Proposal documents under number T8080-160096.

SIGNED, SEALED AND DELIVERED this ____ day of _____ 2016.

In the presence of:

Company name: _____

Company's signing authority

Name (please print): _____ Title: _____

Signature: _____

Witness' signature: _____

Company's signing authority

Name (please print): _____ Title: _____

Signature: _____

Witness' signature: _____

ANNEX B

TERMS OF REFERENCE

**REGIONAL STUDY ON DANGEROUS GOODS MOVEMENT –
GREATER MONTREAL AREA ANALYSIS**

TRANSPORT CANADA

TRANSPORTATION OF DANGEROUS GOODS (TDG) DIRECTORATE

1 TITLE

REGIONAL STUDY ON DANGEROUS GOODS MOVEMENT – GREATER MONTREAL AREA ANALYSIS

2 BACKGROUND AND OBJECTIVES

The Transportation of Dangerous Goods (TDG) Program is the focal point for the national program to promote public safety during the transportation of Dangerous Goods (DGs). The TDG Program develops safety standards and regulations, conducts oversight activities and provides expert advice (e.g. Canadian transport Emergency Centre (CANUTEC)) on dangerous good incidents.

At present, there is a lack of comprehensive information about the movement and routes of DGs by road (i.e. municipal and provincial) in the major cities in Canada including Montreal.

The primary objective of this study is to identify and collect geo-spatial data on the movement of DGs (by class), on roads in the Greater Montreal Area.

The primary deliverables consist of a geo-spatial collection of data including the cumulative volumes of all DGs per section of route as well as the routes used to move the DGs. This includes data sets of aggregated volumes of transported DGs per road, highway or intersection, as applicable, along with a geo-spatial data set of the routes used to carry DGs (including attributes such as highway number, road names). The Contractor must produce a series of maps for each class of DG, depicting flow volumes by roads, in the Greater Montreal region. A list of carriers transporting DGs within the region will also be required as a deliverable. As part of the study, the Contractor must gather information on the carriers' operations within the study area.

The final product will build upon existing data provided by Transport Canada (TC) that includes spatial locations of all facilities where DGs are handled, trans-loaded and transported, and the identification of DGs handled at each site, by DG Class (where possible).

3 SCOPE OF WORK

In order to understand and to compile a validated geo-spatial data set on movements of dangerous goods, including the routes travelled by trucks carrying DGs, volumes of DGS and the organizations involved in the Greater Montreal Area, TC proposes the:

3.1 IDENTIFICATION OF DANGEROUS GOODS TRANSPORTATION CARRIERS AND THE ROUTES

DGs transportation carriers are defined as independent trucking companies, third-party logistics operators or trucking freight forwarders who transport shipments of DGs via roadways within the Greater Montreal Area. No volumes should be connected to the operations of these carriers, however, aggregated volumes for all carriers combined should be collected for delivery to TC as outlined in section 1 (Background and Objectives).

Routes are defined as the sequence of roads and paths selected by DG transportation carriers to transport their DG shipments by truck. DG Facilities data will be provided by TC and will limit the scope of Routes data deliverables to only consider routes that originate or terminate at points within that provided dataset. The

preliminary dataset of facilities will be provided by TC through a Non-Disclosure Agreement between the client and the department. The DGs Facilities dataset was created through sourcing of the Scott's Industrial Database and the Canadian Business Points (CBP) database, and non-protected research completed by TC (e.g. list of trans-load sites). It includes ONLY facilities where DGs are either the primary output product, or a secondary output product. For each facility, the STCC number, UN number, primary DG class and subsidiary DG classes are identified for every dangerous good produced. Each site is classified either as Producer, Distributor, Retail, Wholesale or Other. Additional interaction with entities involved in transportation, storage or handling of DGs may be required to understand their respective operations.

The Contractor must collect the aforementioned data elements using a means of collection deemed suitable as agreed during the kick-off meeting. It is necessary that an initial search using provided data sets, be conducted and validated by further research. The Contractor must contact the DG transportation carriers to gather further information on their transportation operations, possibly through implementation of a survey. Information on DG transportation carriers may be available publicly via provincial government websites/databases, industry associations, or other online resources (e.g. yellow pages). Additional collaboration with *Ministère des Transports, de la Mobilité durable et de l'Électrification des transports du Québec* may be necessary to obtain or validate data on movements of dangerous goods. Municipal traffic legislation may be a key resource for routing information; municipalities often restrict DG transport to specified routes and roadways.

3.2 IDENTIFICATION OF DANGEROUS GOODS by CLASS AND UN NUMBER

The Contractor must collect information on aggregate volumes of DGs, and their respective movements for the 2015 calendar year, which will be identified in aggregate by Primary DGs Class, and UN number where possible.

3.3 COMPILATION OF DATA SETS

The primary deliverables consist of a geo-spatial collection of data on movements of DGs road, including cumulative volumes of all DGs, (in terms of metric tonnes, or metric tonnes/kms as appropriate), travelling by road in the Greater Montreal Area. This includes data sets of aggregated volumes of transported DGs (identified by Primary DGs Class and UN number where possible), per road, highway or intersection, as applicable, along with a geo-spatial data set of the routes used to carry DGs (including attributes such as highway number, road names). The Contractor will also produce a series of maps for each class of DG, depicting flow volumes by roads, in the Greater Montreal region.

The Contractor must collect the aforementioned data elements using a means of collection deemed suitable for the study. Suggested methods are contacting DGs producers, trucking companies, and conducting extensive online research or surveys.

Data are to be organized in a format that will be compatible for import into ESRI ArcGIS suite of products, including spreadsheets and shape files. Field headers will not include spaces (use underscores).

3.4 OTHER

As this study proceeds, other layers or sources of information may be integrated if identified by the Contractor as required.

4 DATA / DOCUMENTATION / REFERENCES

4.1 DATA

The Contractor is responsible for assembling all geo-spatial transportation data on movements of DGs by road, including cumulative volumes of all DGs, (in terms of metric tonnes, or metric tonnes/kms as

appropriate), travelling by road in the Greater Montreal Area 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 Contractor will be responsible for purchasing data (survey or else) outside of what resources TC currently has. Before receiving data from TC, the Contractor must conclude a formal Non-Disclosure Agreement with TC on the handling, use and final disposition of the data.

4.2 DOCUMENTATION / REFERENCE

The Contractor will document all sources (including metadata) of information used during this contract. TC will provide a template to the Contractor.

5 WORK PLAN, SCHEDULES AND TASKS

5.1 KICK-OFF MEETING

After the award of the contract a kick-off meeting will be held between TC and the Contractor. This meeting is intended to review the work plan submitted through this proposal and finalize the details of the study, including the schedule of work and product delivery. The work plan shall include a project plan and activity schedule within the scope outlined in this document, and address the major tasks described in section "Deliverables and Reporting". At this meeting the Contractor must also provide an overview of the methodologies to be used, as well as the deliverables.

Task: Kick-off meeting between TC and Contractor.

Due Date: The due date is one (1) week after the contract award.

5.2 DEVELOPMENT OF WORK PLAN

The proposed work plan will be according to TC's expectations and review based on the discussion agreed upon during the kick-off meeting. The Contractor will submit the finalized work plan one week after the kick-off meeting. Once accepted, the contracted work shall begin. All tasks shall be completed within the timeframe specified. The Contractor must provide TC Project Authority with any updates or revisions to the project plan or schedule throughout the life cycle of the project.

Task: Work plan submitted to Project Authority for approval.

Due Date: The due date is one (1) week after the kick-off meeting.

5.3 TRI-WEEKLY PROGRESS

The Contractor will provide tri-weekly (every three weeks) written updates, which will include a status update and/or progress report for the duration of that period.

Task: Status update (progress report) to Project Authority.

Due Date: The due date is by 9:00 am EST on the third Thursday of each three-week period. This frequency may be changed if deemed necessary by TC.

5.4 MID PROJECT (DRAFT REPORT)

Eight (8) weeks after the contract is awarded, or any other milestone to be agreed to at the kick-off meeting, the Contractor must meet with TC for an in-depth mid-project status review. The Contractor must provide a detailed description of the work completed, underway and remaining, and an explanation of the results to

date, in a draft report. The Contractor will be responsible for taking into account TC's questions and comments in subsequent work.

Task: Mid-project review (draft report) to Project Authority.

Due Date: The due date is by 9:00 am EST on the Thursday of the eighth (8th) week from the contract award date.

5.5 FINAL REPORT (DRAFT REPORT)

The Contractor will provide TC with a draft of the final project report, in an electronic format, at least fifteen (15) days prior to the contract end date. The Contractor must take into account TC's questions and comments when preparing the final report.

Task: Final (electronic draft report) to Project Authority.

Due Date: The due date is by 9:00 am EST fifteen (15) days prior to the contract end date.

5.6 FINAL REPORT

The Contractor will provide TC with the final electronic copy of the project report on or before the contract end date. The Contractor will be responsible for implementing TC's comments and answers to questions provided from the draft report, into the final report.

Task: Electronic final report to Project Authority.

Due Date: The due date is by 12:00 pm EST on the contract end date.

5.7 PRESENTATION

The Contractor will give a presentation on the results of the study to TC after completion of the final project report on or before the contract end date. The Contractor must, on or before the contract end date, provide TC with an electronic copy of all presentations made including permission to use the material in whole or in part.

Task: Presentation of results.

Due Date: The due date is to be determined.

6 DELIVERABLES AND REPORTING

The Contractor must provide to TC all documentation in English.

- a) Eight (8) weeks after the contract is awarded, the Contractor must:
 - i. provide a detailed description of the work completed, underway and remaining, and an explanation of the results to date, in a draft report
 - ii. Actively coordinate with TC staff for as required;
 - iii. Provide contacts and references;
- b) Fifteen (15) days before the end of the contract, the final draft report (electronic format) will include and / or be accompanied by:
 - i. Full and complete datasets including worksheets;

- ii. Technical memorandum (methodology, glossary, data dictionary, etc) 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 geo spatial analysis;
 - v. All maps that have been created to support the study.
- c) By the end date of the contract, an electronic copy of the final report will include and/or be accompanied by:
- i. Full and complete datasets including worksheets;
 - ii. Technical memorandum (methodology, glossary, data dictionary, etc) 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 geo spatial data analysis;
 - v. All maps that have been created to support the study.
- d) Other deliverables
- i. Active coordination with the TDG GIS Technical Team, and TDG Safety Analytics team as required, including a project kick-off meeting, to ensure compatibility of the final product (i.e. Geospatial data providing information on volume and location of movements of dangerous goods)
 - ii. Tri-Weekly status reports
 - iii. GIS and spreadsheet data samples as part of status reporting for additional interim verification by TC project leader;
 - iv. The DGs movement-GIS Data set as specified;
 - v. Map reflecting aggregate volumes of DGs (by Class and by UN number, where applicable) travelling through Greater Montreal area, presented in a commodity flow depiction to visually identify areas (highways, intersections, etc.) with high volumes of DGs traffic. The data used for the map must be compatible with standard GIS software (to be discussed at the kick-off meeting).
 - vi. Technical Report describing the DGs movement - GIS data set, in electronic format;
 - vii. Analysis of key trends in DGs movement (including transloading activities) in the Greater Montreal Area, in electronic format;

- viii. List of transportation carriers, in electronic format (Word or Excel) serving Greater Montreal Area;
- ix. A full list and provision of reference materials and data sources, including contact information for any carriers contacted during the Study; and
- x. Complete datasets and electronic worksheets/models. Data dictionary for all tables and geo-spatial data sets.

7 RESPONSIBILITIES OF THE PROJECT AUTHORITY

Monitor contract progress and provide timely feedback to the contractor; and

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.

TC will be responsible for the French translation of all documents.

8 RESPONSIBILITIES OF THE CONTRACTOR

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;

Ensure that the interests of all stakeholders are fully protected in terms of their handling of proprietary data and sensitive market information;

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 tri-weekly teleconference meetings with the TC Project Authority and a number of WEBEX presentations.

10 TRAVEL

There is no travel required.

11 CONTRACT PERIOD

The period of the Contract is from the date of Contract Award to March 31, 2017.

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

The basis of payment will be an all-inclusive fixed price, excluding taxes.

Payment of the fixed price for professional services will be made in installments upon receipt and acceptance of the following deliverables. The contractor must invoice TC in the following manner:

40% of the total fixed price upon receipt of deliverables described under 6a) of the Terms of Reference.

60% of the total fixed price upon receipt of the final report as described under 6c) of the Terms of Reference.

13 LANGUAGE REQUIREMENT

The principal language of communication with TC will be English. All presentations and reports must be presented in English only.

14 SECURITY REQUIREMENT

No sensitive information will be accessed by the Contractor and therefore no Security clearance is required.

15 INTELLECTUAL PROPERTY

TC has determined that any intellectual property rights arising from the performance of the work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising under Crown Procurement Contract:

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

- To generate knowledge and information for public dissemination.

16 DEPARTMENTAL REPRESENTATIVES

The Contracting Authority is:

Sonia Lemire
Contracting Agent
Telephone: 514-241-0914
Facsimile: 514-633-2925
E-Mail Address: sonia.lemire@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.

The Project Authority is: *[To be completed at contract award]*

The Project Authority is the representative of the department or agency 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.

17 CONTINUITY AND REPLACEMENT OF RESOURCES

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.

The Selected Contractor shall be responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the contract and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Selected Contractor's responsibility to ensure that there is no negative impact on any work in progress.

Should for any reason, the designated resources for a deliverable are not available, then the Selected Contractor shall immediately make available a fully qualified replacement resource to be approved by the Project Authority. Such approval is not intended to limit the Selected Contractor's flexibility but to ensure the use of agreed-to resource levels and experience for stated deliverables. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, the Selected Contractor shall propose alternate resources. If no suitable replacement resource can be provided within a suitable timeframe (maximum of one (1) week), then the Project Authority may elect to terminate the Contract, or may elect to use an alternate method. **Note that replacement resources are to be evaluated in accordance with the original evaluation.**

**APPENDIX C
TERMS OF PAYMENT**

1. BASIS OF PAYMENT

Firm price: \$_____

No increase in the total liability of Canada or in the price of work resulting from any design changes, modifications or interpretations of specifications, made by the contractor, will be authorized or paid to the contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the work. The contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

2. TERMS OF PAYMENT

Payment of the fixed price will be made in installments upon completion of all services and deliverables required as per the terms of the Contract to the satisfaction of the Project Authority, and within 30 days following the date of receipt of a duly completed final invoice or within 30 days following the date on which the work is completed, whichever is the later.

40% of the total fixed price upon receipt of deliverables described under 6a) of the Terms of Reference. \$ _____

60% of the total fixed price upon receipt of the final report as described under 6c) of the Terms of Reference. \$ _____

3. INVOICING INSTRUCTIONS

Detailed invoice, with supporting document if applicable, will include the Contract number and the Contractor's GST/HST Registration Numbers. The Contractor will submit invoices by mail to the address indicated on the first page of the contract.

4. PROVINCIAL SALES TAX

The Contractor shall not invoice or collect any ad valorem sales tax levied by the province in which the taxable goods or services are delivered to federal government departments and agencies under authority of the following provincial sales tax license(s):

Ontario 11708174G

The Contractor is not relieved of any obligation to pay provincial sales tax on taxable goods or services used or consumed in the performance of the work.

5. GOODS AND SERVICES TAX (GST)/HARMONISED SALES TAX (HST)

Any amount to be levied against Her Majesty in respect of the GST and HST is to be shown separately on all invoices for goods supplied or services provided for payment by the Government of Canada. The Contractor agrees to remit any GST/HST paid or due to Revenue Canada.

**APPENDIX D
GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

The Contract shall 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 endeavor 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 willful 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 Values and Ethics Codes for the Public Service

12.1. The Contractor acknowledges that individuals who are subject to the provisions of the [*Conflict of Interest Act*](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

whichever is later.

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

23. Minister's Responsibilities

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

24. Public Disclosure

- 24.1. 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.

25. Integrity Provisions

25.1 Statement

- 25.1.1 The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.
- 25.1.2 The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other

remedies that may be available against the Contractor and agrees to immediately return any advance payments.

25.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have 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](#).

25.5 Canadian Offences Resulting in Legal Incapacity

25.5.1 The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.5.1.1 paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or

25.5.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or

25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).

25.6 Canadian Offences

The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.6.1.1 section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code, or

25.6.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the Competition Act, or

25.6.1.3 section 239 (*False or deceptive statements*) of the Income Tax Act, or

25.6.1.4 section 327 (*False or deceptive statements*) of the Excise Tax Act, or

25.6.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the Corruption of Foreign Public Officials Act, or

25.6.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act, or

25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

25.7 Foreign Offences

The Contractor has certified that:

25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;

25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;

25.7.1.3 the court's decision was not obtained by fraud; and

25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

25.8 Ineligibility to Contract with Canada

25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

25.8.1.1 terminate the contract for default; or

25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or

25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.3.1 terminate the contract for default; or

25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.4.1 terminate the contract for default; or

25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.

25.10 Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;

25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;

25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;

25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;

25.11.3 been granted a pardon under section 748 of the *Criminal Code*;

25.11.4 received a record of suspension ordered under the *Criminal Records Act*; and

25.11.5 been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at

any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years

ANNEX E

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY
ARISING UNDER CROWN PROCUREMENT CONTRACTSCROWN 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 (year)

or

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

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 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.

**ANNEX F
DECLARATION****CONTINGENCY FEES, CRIMINAL CODE, PUBLIC DISCLOSURE**

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.

FAIR PRICE DECLARATION

We hereby certify that the prices charged

- are not in excess of the lowest price charged anyone else, including our most favoured customer, for like quality and quantity of the products / services;
- do not include an element of profit in excess of that normally obtained by us on the sale of products / services of like quality and quantity;
- do not include any portion of provincial or other taxes, including the GST/HST.

AND

The signatory certifies that the resulting contract in connection with this Fair Price Declaration is subject to audit and/or verification of prices by departmental officials. It is understood that the audit/verification may be made before or after payment is made under the terms and conditions of the contract.

The signatory further agrees that should the audit/verification demonstrate that this certification is in error, the firm shall make repayment as Transport Canada may direct in the amount found to be in excess of the lowest price.

FORMER PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The date of termination of employment or retirement from the Public Service.
- c. The name of the last governmental organization worked as an employee
- d. Does the former public servant have a major interest in the firm?

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- a. The name of former public servant;
- b. The conditions of the lump sum payment incentive;
- c. The date of termination of employment;
- d. The amount of lump sum payment;
- e. The rate of pay on which lump sum payment is based;
- f. The period of lump sum payment including start date, end date and number of weeks;
- g. The number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- h. The name of the last governmental organization worked as an employee
- i. Does the former public servant have a major interest in the firm?

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

Certification

By signing this document, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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 _____

ANNEX G

EVALUATION PROCEDURES AND BASIS OF SELECTION

REGIONAL STUDY ON DANGEROUS GOODS MOVEMENT – GREATER MONTREAL AREA ANALYSIS

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the Request for Proposal including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

The selection process will follow three (3) steps.

The first step, Part A, in the selection process will be to determine the compliance of each bid with the mandatory requirements. Should the bidder's proposal not meet all mandatory requirements, the bid will not be considered further.

Secondly, each proposal, that meets ALL of the stated mandatory requirements, will be evaluated against the point-rated technical selection criteria (see below). Bidders must achieve the minimum score of 70% of the available points for the technical criterion of Part B, to be considered for the third evaluation phase.

Please use the "Page(s)" column to indicate where the information can be found in your proposal, and include a copy of the Selection Criteria pages in your Technical Proposal.

The third and final step, Part C, will be the financial evaluation phase. Tendered prices of the qualified bids will be computed and scored in accordance with the point allocation formula explained below.

The proposal receiving the highest combined point rating score will be the successful bid. The number of years of experience will be calculated backwards from the closing date of the Request for Proposal.

Note: It is essential that the elements contained in your evaluations be stated in a clear and concise manner.

The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.

Experience must be demonstrated by project summaries. Each project summary must include the following:

- Name of the client organization;
- Project start and end dates (month/year to month/year); and
- Description of the roles and responsibilities of the Bidder or the Bidder's Proposed Resource in the project.

Unless otherwise stated in the mandatory or point-rated technical criteria, each project summary should include the following:

- Description of scope and objective of project;
- Dollar value of project; and
- Name, phone number or e-mail of client reference;

In the case where the timelines of two or more projects overlap, the duration of time common to each project will not be counted more than once.

It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself does not constitute demonstrated evidence.

Education must have been obtained from a recognized Canadian university, college or high school, or the equivalent as established by a recognized* Canadian academic credentials assessment service, if obtained outside Canada.

Transport Canada reserves the right to request and contact Client references to validate information in the proposal.

When a diploma, degree, certification, etc. is requested, the Bidder should provide it with the Bid. If it is not provided with the Bid, the Contracting Authority may request that the Bidder provide the document within a specified time frame. If the document is not provided within this time frame, the Bid will be considered non-responsive.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

Basic Requirements for the Proposal

The proposal must include the following:

- a) the contractor's understanding of the issue;
- b) a demonstration of the contractor's experience in the field;
- c) qualifications and experience of personnel to be assigned to the project;
- d) the approach proposed;
- e) the resources to be assigned to each task in person-days;
- f) a chart showing activities and milestones;
- g) a description of the proposed firm(s) including sub-contractors and personnel and their credentials (e.g., curriculum vitae)
- h) two samples of current work (within the last ten years) showing a clear demonstration of past experience and knowledge relevant to the project.

PART A

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.

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

Mandatory Technical Criteria (MT)			
"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.			
Bidder's Proposed Resource(s)			
Number	Mandatory Criteria	Met / Not Met	Referenced Section/Page in Bidder's Proposal
MT1	<p>The Bidder must submit diploma, certification and detailed* resumes of proposed resource(s), demonstrating that he/she meets the minimum mandatory requirements (educational, professional designations and work experience) for applicable resource.</p> <ul style="list-style-type: none"> a) Certification and/or relevant education. Minimum certification in Geographic Information Systems (GIS); Minimum undergraduate degree from a recognized university in science (science: geography, environmental science, or related field) or a degree in "engineering". b) Specific experience in geo-spatial data analysis and with the transportation industry in Canada ; <p>*Detailed Resume defined as:</p> <ul style="list-style-type: none"> 1. Name of resource; 2. Chronological work description of relevant project experience (including years/months of engagement with start and end dates); 3. Education and professional attainment in relation to road transportation, geographical information systems. All formal training listed in chronological order by course/program title and the duration (Days/months/years) with start and end dates; 4. 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>		

<p>MT2</p>	<p>The Bidder must identify and provide a detailed* resume (3 page maximum summary) of a project manager with:</p> <ul style="list-style-type: none"> a) Certification and/or relevant education. Minimum certification in Geographic Information Systems (GIS); Minimum undergraduate degree from a recognized university in science (science: geography, environmental science, or related field) or a degree in "engineering". b) Specific experience in geo-spatial data analysis and with the transportation industry in Canada c) A minimum of five years cumulative experience within the past seven (7) years in geo-spatial data analysis and transportation industry in Canada, and/or transportation of dangerous goods. <p>*Detailed Resume defined as:</p> <ul style="list-style-type: none"> 1. Name of resource; 2. Chronological work description of relevant project experience (including years/months of engagement with start and end dates); 3. Education and professional attainment in relation to road transportation, geographical information systems. All formal training listed in chronological order by course/program title and the duration (Days/months/years) with start and end dates; 4. Where, when and how the experience was obtained. 		
<p>MT3</p>	<p>The Bidder must provide a minimum of two (2) projects summary/description (3 page max) to demonstrate the Bidder's resource(s) has experience in managing a Canadian multi modal transportation project within the last ten years The projects summary/description must 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>		

PART B

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	Score	Minimum	Referenced Section/Page in Bidder's Proposal
Experience and Expertise of the Proposed Resource(s)		30		21	
RT1	<p>The Bidder's proposed project Manager and/or Team resource(s) should demonstrate (2 page maximum) their experience in geo-spatial data analysis and transportation industry in Canada, and/or transportation of dangerous goods including the following elements:.</p> <ul style="list-style-type: none"> a) analysis and forecast of existing transportation/trade data b) knowledge of the properties of the dangerous goods; <p>Up to fifteen (15) points will be allotted for each element (a and b) for up to a maximum of thirty (30) points.</p> <p>Scoring Grid: <i>15 points = Complete and relevant information and experience</i> <i>11 points = Thorough, reasonably detailed information and experience</i> <i>7 points = Adequate, minor inaccuracies of information and experience</i> <i>3 points = Poor information and experience lacking details</i> <i>0 point = No relevance, incomplete or inaccurate information and experience</i></p>				
Proposed Resource (s)		80		56	
RT2	<p>The Bidder should provide a list of proposed individuals with the following elements:</p> <ul style="list-style-type: none"> a) Describe the work to be performed by each individual; b) Describe the proposed basis of selection of each individual; c) Provide their names, title, duties, academic background; and d) Experience conducting analysis related to transportation data, or GIS software (minimum 3 years within the last two years). 				

	<p>Up to twenty (20) points per element for a maximum of eighty (80) points.</p> <p>Scoring Grid: <i>20 points = Complete and relevant information and experience</i> <i>15 points = Thorough, reasonably detailed information and experience</i> <i>10 points = Adequate, minor inaccuracies of information and experience</i> <i>5 points = Poor information and experience lacking details</i> <i>0 point = No relevance, incomplete or inaccurate information and experience</i></p>				
Bidder's Methodology and Approach		40		28	
RT3	<p>The Bidder should provide detailed work plan covering all the objectives of the Statement of Work.</p> <p>The plan should set out on each of the following element</p> <ul style="list-style-type: none"> a) The specific activities anticipated; b) Timelines; c) The level of effort and resource for each activity; d) A proposed project plan in a GANTT Chart format or relevant format; e) Clear understanding of the Canadian Transportation of dangerous goods environment; f) Methodology and execution with identifying potential problems and proposed solutions; g) Transportation of dangerous goods regulations; and h) 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>Five (5) points will be allotted for each element for up to a maximum of forty (40).</i></p>				
Total of all of the point rated technical criteria Minimum required score is 70% or 105 points		150		105	

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

PART C

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%

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

$$\text{Total Score} = \text{Technical Score} + \text{Cost Score}$$

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.

SUMMARY OF EVALUATION PROCESS		
All Mandatory Requirements Met?	Yes / No	
Point-Rated Criteria	Number of Points Awarded	Minimum Pass Mark
TOTAL TECHNICAL SCORE:	/150	105 (70%)
WEIGHTED TECHNICAL SCORE = $\frac{\text{Bidder's Total Technical Score}}{220} \times 70$	/70	
WEIGHTED FINANCIAL SCORE $\frac{\text{LOWEST Total Est. Tendered Cost}}{\text{Bidder's Total Est. Tendered Cost}} \times 30$	/30	
BIDDER TOTAL SCORE $\text{Weighted Technical Score (/70)} + \text{Weighted Financial Score (/30)}$	/100	

ANNEXE H

**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)	<p>(1) (name), (occupation), (address) of each acting partner carrying on the partnership business.</p> <p>(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.</p>	By one or more partners duly authorized to sign on behalf of partnership.
SOLE PROPRIETORSHIP (single individual enterprise)	<p>(1) (name), (occupation), (address) of individual carrying on business under his/her personal name.</p> <p>(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 _____".</p>	<p>By the sole proprietor.</p> <p>By the sole proprietor under the trade name: ex. X reg. By: _____ (X's signature)</p>
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.

ANNEX H

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.



Transport
Canada

Transports
Canada

Place De Ville, Tower B,
112 Kent Street , Floor: 4
Ottawa, Ontario K1A 0W8

File No.: T8080-160096

Clauses and Conditions under the Government of Canada Integrity Regime

Dear Bidder/Proposer:

1. The Government of Canada (GC) is committed to open, fair and transparent procurement and real property transactions. A government-wide Integrity Regime has been put in place to ensure that the Government does business with ethical suppliers in Canada and abroad. For more information please the Integrity Regime website: <http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>

2. Integrity Regime Bidder's Declaration form:

The bidder/proposer is required to have reviewed the resulting clauses of this solicitation that include the GC Integrity Regime conditions (Annex D) and also have reviewed the following clause explaining the specific condition when the Integrity Regime Bidder Declaration form is required to be completed by the bidder/proposer:

“Declaration of Convicted Offences. Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must send the completed Bidder's Declaration Form to Public Works Government Services Canada (PWGSC).”

3. After review of the above (item #2), it is the **responsibility of the bidder/proposer** to decide if it's necessary to complete the Integrity Regime Bidder Declaration form. The **bidder/proposer must** send the completed form **to PWGSC through the mail, using a sealed envelope to the attention of:**

Integrity, Departmental Oversight Branch,
Public Works and Government Services Canada/ **Public Services & Procurement Canada**
11 Laurier Street
Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec) Canada, K1A 0S5.

Yours truly,

Sonia Lemire
Contracting Specialist
Materiel and Contracting Services
Tel: 514-241-0914
Fax: 514-633-2925
E-mail: sonia.lemire@tc.gc.ca



Transport
Canada

Transports
Canada

BIDDER'S DECLARATION

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

Date of the bid: (YY-MM-DD)

Have you ever, as the bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions:

Financial Administration Act

- 80(1) d): False entry, certificate or return
- 80(2): Fraud against Her Majesty
- 154.01: Fraud against Her Majesty

Yes [] / No []

Comments:

Criminal Code

- 121: Frauds on the government and contractor subscribing to election fund
- 124: Selling or Purchasing Office
- 380: Fraud - committed against Her Majesty
- 418: Selling defective stores to Her Majesty

Yes [] / No []

Comments:

In the last 3 years, have you, as the bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions:

Criminal Code

- 119: Bribery of judicial officers,...
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery
- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading
- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes [] / No []

Comments:

Competition Act

- 45: Conspiracies, agreements or arrangements between competitors
- 46: Foreign directives
- 47: Bid rigging
- 49: Agreements or arrangements of federal financial institutions
- 52: False or misleading representation
- 53: Deceptive notice of winning a prize

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

- 3: Bribing a foreign public official
- 4: Accounting
- 5: Offence committed outside Canada

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

- 5: Trafficking in substance
- 6: Importing and exporting
- 7: Production of substance

Yes [] / No []

Comments:

Other acts

- 239: False or deceptive statements of the *Income Tax Act*
- 327: False or deceptive statements of the *Excise Tax Act*

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

[] I, (name) _____, (position) _____, of (company name – bidder) _____ authorise Public Works and Government Services Canada (PWGSC) to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

[] I, (name) _____, (position) _____, of (company name – bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Completed Declaration Forms should be sent to PWGSC. To send through mail, please use a sealed envelope marked 'Protected B' to the attention of:

Integrity, Departmental Oversight Branch,
Public Works and Government Services Canada
11 Laurier Street
Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec) Canada, K1A 0S5

ANNEX "J"

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Standing Offer:

- 1.1. "Minister" refers to a person acting for, or, if the office is vacant, in place of the Minister of Transport or the persons succeeding the Minister, as well as the deputies or representatives appointed for the purposes of the Contract,
- 1.2. "Tender Closing Time" refers to the precise date and time, in the Tendering Office's local time, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. The Tendering Office will receive sealed tenders until the Tender Closing Time stipulated in the Request for Proposal. 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 notified in due form of the new date and time.

3. SUBMITTAL OF FORMAL TENDERS

Tenders must respect the format indicated and be properly filled out and presented as per the instructions.

4. QUESTIONS DURING THE INVITATION TO TENDER PERIOD:

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

5. SIGNING OF THE TENDER DOCUMENTS

See attached form, Annex "H", Requirements for Signature.

6. TENDER VALIDITY PERIOD

- 6.1. Unless otherwise specified in the Request for Standing Offer, tenders shall remain firm and valid for a period of ninety (90) days following Tender Closing Time.
- 6.2. Notwithstanding Section 11.1, if the Minister deems it necessary to extend the 90-day period for acceptance of tenders, the Minister shall notify the tenderer in a written notice to that effect prior to the expiration of such period, whereupon the tenderer shall have 15 days from the date of receipt of the notice to, in writing, either accept the requested extension or withdraw the tender.
- 6.3. In the event that tender security was provided and the tender was withdrawn as stated above, the tender security shall be reimbursed or returned without penalty or interest. If the tenderer accepts the requested extension, the tender acceptance period shall be extended as indicated in the Minister's notice. If the tenderer does not reply to the Minister's notice, the tenderer shall be deemed to have accepted the extension indicated in the notice.

7. INCOMPLETE TENDERS

- 7.1. Incomplete or conditional tenders **will be rejected**.
- 7.2. Tenders that omit mandatory elements specified in the Request for Proposal **will be rejected**.
- 7.3. In the event that tender security is required and is not provided with the tender, the tender **will be rejected**.

8. REFERENCES

The Minister reserves the right, before awarding the contract, to require the tenderer to submit proof of certain qualifications the Minister may deem necessary. The Minister will consider the tenderer's financial, technical and other qualifications and skills.

9. CONDITION OF CONTRACT AWARD

The lowest or any other tender will not necessarily be accepted.

Canada reserves the right to:

- a. reject any or all tenders received in response to the Request for Proposal;
- b. cancel the Request for Proposal at any time;
- c. reissue the Request for Proposal; and
- d. negotiate with the sole tenderer who submitted an eligible tender to ensure that Canada receives the best quality for price.

By submitting a tender, the tenderer acknowledges Canada's rights under this clause and waives any claim or cause of action against Canada by reason of Canada's exercise of its rights under this clause, whether such claim or cause of action is contractual, arises out of negligence or is of any other nature.

10. DEBRIEFING

After contract award, tenderers may request a debriefing on the results of the tender solicitation process. Tenderers should make the request to the Contracting Authority within 15 working days of receipt of the results of the tender solicitation process. The debriefing may be in writing, by telephone or in person.

11. PROCUREMENT OMBUDSMAN

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for Contractors to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

12. TENDER PRESENTATION

Tenders are to be submitted using the following two-envelope system:

ENVELOPE 1 – TECHNICAL PROPOSAL

Your proposal must form the basis of a contractual agreement and meet all the requirements set out in the Terms of Reference (Annex “B”), in sufficient detail to enable evaluation based on the Evaluation Criteria specified in Annex “G”.

FOUR (4) copies of the Technical Proposal are required.

Note: No financial information is to be included in envelope 1 – Technical Proposal

ENVELOPE 2 – FINANCIAL PROPOSAL

Tenderers must complete and return TWO copies of the “Offer of Services” (Annex “A”) form in Envelope 2.

The following documents must also be included in envelope 2 (financial proposal) :

- Contractor’s Declaration (Annex “F”)
- Documentation concerning the Requirements for Signature (Annex “H”)

The documents must be duly completed and signed.

Note: Envelope 2 must only contain financial information. 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 meets the requirements of the Evaluation Procedures and Basis of Selection (Annex “G”).

See the last page on how to address the delivery envelope.

Proposals that do not meet all the MANDATORY requirements and at least the minimum scores indicated in the Technical Evaluation Criteria will not be considered, and the Financial envelope will be returned to the bidder unopened.

The Offer of Services (Annex “A”) form is to be signed in accordance with the Requirements for Signature specified in Annex “H”.

Both the technical proposal and financial proposal envelopes are to be sealed and sent together in a third envelope addressed to the Tender Reception address.

FROM – EXPÉDITEUR
ADDRESS – ADRESSE
TENDER FOR – SOUMISSION POUR Regional Study on Dangerous Goods Movement – Greater Montreal Area Analysis
NUMBER – NUMÉRO T8080-160096
DATE DUE – DÉLAI December 16, 2016 – 14:00 hours, Ottawa Local Time

TENDER - SOUMISSION

TENDER RECEPTION/
RÉCEPTION DES SOUMISSIONS

Transport Canada
TC MAIL ROOM (Food Court Level)
Place de Ville, Tower "C"
330 Sparks Street
Ottawa, Ontario K1A 0N5