



Transport
Canada

Transports
Canada

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

November 28, 2016

REQUEST FOR PROPOSAL

Subject: Request for Proposal T8080-160062
Feasibility Study of Event Data Recorders (EDR) for Commercial Buses

Transport Canada has a requirement for a Feasibility Study of Event Data Recorders (EDR) for Commercial Buses as described in the Statement of Work attached hereto as Annex "B".

The contract will be from contract award date to March 31, 2018.

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

Closing date and time for the submission of proposals:

January 9, 2017 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”
Statement of Work.....	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: **Feasibility Study of Event Data Recorders (EDR) for Commercial Buses**

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 Statement of Work 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 “Statement of Work”;
 - (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 31, 2018.

4. Cost Proposal

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Statement of Work.

The prices quoted below include all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials.

Contract Period: Contract Award to 31 March 2018		
No.	Deliverables	Quoted Price
1.	List of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs. Transport Canada will assume of all costs for obtaining the technical and scientific reports/papers and validation studies.	\$
2.	Excel spreadsheet with the highlights (observations and conclusion) compiled from the list of technical and scientific reports/papers and validation studies identified in No. 1.	\$
3.	Summary report of the facts, based on analysis of the documents reviewed and any other criteria/methodologies required by the Project Authority.	\$
4.	Summary report of all commercial vehicle-based systems, engine-based systems as well as global positioning systems developed both by original equipment manufacturers and after-market suppliers. This should include equipment requirements, operational requirements and technical specifications	\$
5.	Summary report of all available international commercial vehicle EDR industry standards and recommended practices including interviews notes with key government stakeholders such as NHTSA and TSB in the US.	\$
6.	Discussion paper on the feasibility of developing a commercial passenger bus EDR standard for Canada.	\$
7.	Final report including all appropriate documentation.	\$
	Total Evaluated Price (applicable taxes excluded):	\$
	Applicable Taxes - Insert the amount, as applicable:	GST: HST: PST: \$

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 (2) 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 T8080-160062.

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 STATEMENT OF WORK

Title:

FEASIBILITY STUDY OF EVENT DATA RECORDERS (EDR) FOR COMMERCIAL BUSES

1.0 Introduction

The purpose of this requisition is to establish a contract to research current Event Data Recorder (EDR) technologies available for commercial vehicles. The researchers will look at commercial vehicle-based systems, engine-based systems as well as global positioning systems developed both by original equipment manufacturers and after-market suppliers, undertake a thorough review of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs and review available international commercial vehicle EDR industry standards and recommended practices with the intent to evaluate the feasibility of developing a commercial passenger bus EDR standard for Canada.

2.0 Objectives

The objective of this contract is to conduct research into current Event Data Recorder (EDR) technologies available for commercial vehicles. The researchers will look at commercial vehicle-based systems, engine-based systems as well as global positioning systems developed both by original equipment manufacturers and after-market suppliers, undertake a thorough review of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs and review available international commercial vehicle EDR industry standards and recommended practices with the intent to evaluate the feasibility of developing a commercial passenger bus EDR standard for Canada.

The contractor will inventory existing vehicle-based systems, engine-based systems as well as global positioning systems developed by original equipment manufacturers and after-market suppliers. The contractor will undertake a thorough review of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial EDRs.

The contractor will review available international commercial vehicle EDR industry standards and recommended practices including interviews with key government stakeholders such as NHTSA and TSB in the U.S. The contractor will evaluate the feasibility of developing a commercial passenger bus EDR standard for Canada. The final result of this contract will be a final report with all appropriate documentation.

3.0 Background

On September 18, 2013 there was a collision between an OC Transpo Alexander Dennis Enviro500 double-decker bus and VIA rail Train 51 (pulled by General Electric P42 Genesis locomotive), headed for Toronto, at 8:48AM at a rail crossing near Fallowfield Road and Woodroffe Avenue in Ottawa. The bus was traveling on the Transitway, the city's dedicated road for buses. The train had departed from Ottawa Train Station at 8:32AM and the bus had just departed from Fallowfield Transitway Station. The bus had a total of eighty-three people aboard. The level crossing's crossing gates, lights, and bells engaged 47 seconds before the crash, and its gates were fully horizontal across the road 25 seconds before the crash. The train did not sound its whistle due to a municipal ban on train whistles being used between the times of 8:00PM and 12:00 noon. However, the train's bell was activated. The train was travelling at 75 kilometres per hour (47 mph), in an area where the speed limit is 161 kilometres per hour (100 mph), at the time of the collision and had engaged its emergency brakes 2 seconds prior. The bus was travelling at 67.6 kilometres per hour, in a zone where the speed limit was 60 kilometres per hour, before the brakes were applied. The bus' brakes were applied 3 seconds before the crash, though the full force of the brakes was not initially applied. The collision sheared off the front end of the bus and derailed the train.

Six people were fatally injured as a result of the collision and a further thirty-five people were injured on the bus (five with serious injuries and thirty with minor injuries). None of the train's passengers or crew members was injured.

As a result of the collision and the involvement of a train, the Transportation Safety Board was called into investigate the collision. A number of recommendations were made as a result of the investigation, three of which involved Motor Vehicle Safety at Transport Canada. One recommendation was to require commercial passenger buses to be equipped with dedicated, crashworthy, event data recorders.

In response, Motor Vehicle Safety has noted:

- The safety benefit of Event Data Recorders is secondary (i.e. they do not themselves prevent or mitigate the effect of collisions) and as such it could be difficult showing a positive cost/benefit assessment to justify mandating their installation.
- The federal government has responsibility for new and imported vehicle standards and

regulations but has no authority under the Motor Vehicle Safety Act to retroactively order the devices to be installed in vehicles that are already in use.

- There are no United States or United Nations safety regulations requiring event data recorders on large commercial vehicles of any type.
- Currently, Motor Vehicle Safety has insufficient training to fully assess the usefulness of such devices and the ability to correctly read and analyze the data.

4.0 Scope

The purpose of this contract is to provide Transport Canada with a feasibility study for developing a commercial passenger bus Event Data Recorder standard for Canada.

5.0 Tasks

The following tasks are to be completed for this project:

- Inventory existing vehicle-based systems, engine-based systems as well as global positioning systems developed both by original equipment manufacturers and after-market suppliers.
- Develop a list of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs to be submitted to the project authority. The project authority will obtain the documents and provide them to the contractor to review and use for feasibility study.
- Undertake a thorough review and analysis of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs.
- Review and analyse available international commercial vehicle EDR industry standards and recommended practices including interviews with key government stakeholders such as NHTSA and TSB in the U.S.
- Evaluate the feasibility of developing a commercial passenger bus EDR standard for Canada. Provide recommendations and prepare final report.
- Submit final report and provide all appropriate documentation.

6.0 Deliverables

The following deliverables are to be completed for this project:

1. The contractor will submit a list of technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs to be submitted to the project authority. Transport Canada will assume of all costs for obtaining the technical and scientific reports/papers and validation studies.

Deadline: Within 2 weeks of contract award

2. Submission of a list of all technical and scientific reports/papers and validation studies on the accuracy, reliability and limitations of commercial vehicle EDRs identified. A copy of all documentation (ex. SAE papers) must be provided as well as an Excel spreadsheet with a summary of the highlights of each item listed.

Deadline: Within 8 weeks of deliverable # 1

3. Prepare and submit a summary report of the facts, based on analysis of the documents reviewed, and any other criteria/methodologies required by the Project Authority.

Deadline: Within 12 weeks of deliverable # 2

4. Submission of a summary report of all commercial vehicle-based systems, engine-based systems as well as global positioning systems developed both by original equipment manufacturers and after-market suppliers. This should include equipment requirements, operational requirements and technical specifications.

Deadline: Within 14 weeks of deliverable # 3

5. Submission of a summary report of all available international commercial vehicle EDR industry standards and recommended practices including interviews notes with key government stakeholders such as NHTSA and TSB in the US.

Deadline: Within 8 weeks of deliverable # 4

6. Submission of a discussion paper on the feasibility of developing a commercial passenger bus EDR standard for Canada.

Deadline: Within 8 weeks of deliverable # 5

7. Final report including all appropriate documentation.

Deadline: Within 4 weeks of deliverable # 6

7.0 Specifications and Standards

All of the material resulting from this project will be provided to Transport Canada in the form of hard copy reports, and Microsoft Word (DOCX), Microsoft Excel (XLSX/XLSM), and Portable Document Format (PDF) computer files.

8.0 Method and Source of Acceptance

The Project Authority will review material submitted as part of the work and determine the quality of the submission and if the collection, analysis and interpretation of data/information has been done in such a way as to deem the work complete.

The Project Authority will have two weeks to review and either accept or request changes to any material submitted. Once a change is requested, the contractor will have two weeks to make appropriate changes and submit the material for acceptance.

9.0 Reporting Requirements

The Contractor will submit to the Project Authority monthly progress reports and will be available for telephone meetings on a monthly basis to track progress of this project.

10.0 Project Management Control Procedures

All deliverables rendered under this contract are subject to inspection by the Project Authority. The Project Authority reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the contractor.

All work/services delivered by the contractor will be subject to the approval and acceptance of the Project Authority. Should the work or any portion thereof not be to the satisfaction of the Project Authority, the contractor may be required to correct such work at their expense.

11.0 Change Management Procedures

Any change to the scope of the work of for this contract will be agreed to in writing between the Contractor and the Project Authority and authorized with a formal contract amendment and signed by all of the parties.

No increase in the total price of the work resulting from any change, modification or interpretation of the contract will be authorized or paid to the Contractor unless such change, modification, or interpretation has received the prior written approval of the Project Authority and adjusted by the Contracting Authority.

12.0 Ownership of Intellectual Property

Transport Canada 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:

<https://www.ic.gc.ca/eic/site/068.nsf/eng/00005.html#appA>

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

- To generate knowledge and information for public dissemination.

13.0 Authorities:

The Contracting Authority is:

Sonia Lemire
Contracting Specialist
Transport Canada
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 time of 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.

The Contractor's Representative is: *[To be completed at time of contract award]*

Transport Canada will assume any responsibility of cost for obtaining the technical and scientific reports/papers and validation studies. The Project Authority will be the contact person for any costs.

The Project Authority will review and comment on any documentation created for the purposes of completing this feasibility study and will take sole responsibility for acceptance of final product.

The Project Authority will be responsible for any needed translation of documents, including the final deliverable(s).

Where needed and available, the Project Authority will provide some or all of the following:

- Access to Departmental library, government and departmental policies and procedures, publications, reports, studies, or any other document sources which cannot be removed from the office;
- Facilitate access to other departments, such as Library and Archives Canada or Justice Canada, to review the files, programs, or any other document sources which cannot be removed from the office;
- Provide other assistance or support, as required.

14.0 Language of Work

The work will be conducted in English. All deliverables and reports will be provided in English.

15.0 Security Requirements

There are no security requirements for this contract.

16.0 Travel

There is no travel required by the contractor.

17.0 Expected Start and Completion Dates

The services of the Contractor will be required from contract award to March 31, 2018.

**ANNEX C
TERMS OF PAYMENT****1. BASIS OF PAYMENT**

Total 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

Payments of the fixed price for each deliverable as per the Offer of Services (Annex A) will be made upon completion of each deliverable and as per the terms of the Contract and the Offer of Services and 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.

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.

**ANNEX 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

FEASIBILITY STUDY OF EVENT DATA RECORDERS (EDR) FOR COMMERCIAL BUSES

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.

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1 General Experience	Bidders must demonstrate they have successfully provided services as outlined in the Statement of Work (SOW). These activities include the development of studies on Motor Vehicle Safety and the study/review of technical/scientific reports and papers. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last three (3) years from the closing date of this RFP and where the length of each project is a minimum of six (6) months. The projects must include a range of requirements in general to those outlined in the SOW.		
M2 Personnel Experience	<p>The Bidder must demonstrate that the proposed resource/personnel assigned to the project has a minimum 3 years' work experience within the last 5 years in the field of Motor Vehicle Safety, Transportation Engineering or the Automotive Industry. The services must include the range of requirements in general to those outlined in the Statement of Work (SOW). To demonstrate the personnel experience the bidder must include within their proposal a detailed Curriculum Vitae (CV) for each of the proposed resource.</p> <p>The CV must include:</p> <ul style="list-style-type: none"> a) Descriptions of the relevant work experience (including years/months); and b) Chronological work experience (indicated in years/months). 		

M3 Corporate Experience	Bidders must demonstrate the ability to lead research teams in the planning, management and quality assurance of research, and coordination of research team activities. Bidders must include an outline of the services provided, the period of time during which services were provided, and a letter of reference from each client cited attesting to the Bidder's ability to consistently meet the requirements of the client.		
--	--	--	--

POINT RATED REQUIREMENTS

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN and MUST include the referenced Section/Page in the Bidder's proposal. Any proposal which fails to achieve an overall minimum technical rating of 80% will be eliminated from further consideration.

For all experience cited, the following information must be identified:

- i) **The name of the client organization to whom the services were provided**
- ii) **A brief description of the type and scope of the services that meet the identified criteria provided by the resource**
- iii) **The dates and duration for the work (including the years/months of engagement and the start and end dates of work).**

Event Data Recorders for Commercial Vehicles. Rated Requirements		Max Points	Rating	Reference Section Page in Bidder's Proposal
R1	<p>The Bidder should describe and demonstrate, using project descriptions an understanding of the following. The description should include their methods and approaches to Motor Vehicle Safety.</p> <ul style="list-style-type: none">event data recorders in the automotive and transportation industries;the scope of the documentation requirements for the technical and scientific reports/papers requested as well as the international standards and recommended practices;protocol for conducting interviews with key government stakeholders such as, but not limited to, NHTSA and the TSB in the US;the expected deliverables including the submission of all requested documents. <p>(max 20 points)</p>	20	<p>1 project = 5 pts 2 projects = 10 pts 3 projects = 15 pts 4+ projects = 20 pts</p>	

R2	The Bidder should describe and demonstrate experience, using project descriptions, in project management including their ability to create detailed description of how they will inventory the existing EDR technologies The description should include their methods and approaches to inventory management. (Max 20 points)	20	1 project = 5 pts 2 projects = 10 pts 3 projects = 15 pts 4+ projects = 20 pts	
R3	The Bidder should describe and demonstrate experience, using project descriptions, in the research and identification of reports and papers on commercial vehicle EDR's. (Max 20 points)	20	1 project = 5 pts 2 projects = 10 pts 3 projects = 15 pts 4+ projects = 20 pts	
R4	The Bidder should describe and demonstrate the company's experience in project management including their ability provide a detailed description of the protocols that will be used to categorize the highlights of the reports and papers collected on commercial vehicle EDRs. The description should include their methods and approaches to project management. (Max 20 points)	20	1 project = 5 pts 2 projects = 10 pts 3 projects = 15 pts 4+ projects = 20 pts	
R5	The Bidder should describe and demonstrate experience using project descriptions in the provision of potential challenges and approaches to address any challenges in the development of research similar to the Statement of Work (SOW). The description should include their methods and approaches to the challenges. (max 20 points)	20	1 project = 5 pts 2 projects = 10 pts 3 projects = 15 pts 4+ projects = 20 pts	
	TOTAL POINTS:	/100		
Total maximum technical points = 100 points				
minimum technical points = 80 points				

BASIS OF SELECTION

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. The contractor will be selected on the basis of the highest responsive combined rating of technical merit and price. The total proposal rating of each proposal will be calculated as follows:

Rating of Technical Proposal

$$\frac{\text{Total Technical Points}}{\text{Maximum Technical Points}} \times 70\% = \text{maximum 70 points}$$

The bidder with the lowest cost proposal will be awarded maximum financial points (30 points).

Other bids will be evaluated based on the formula:

$$\text{FINANCIAL SCORE} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)} \times 30}{\text{Bidder's TOTAL ESTIMATED COST (\$)}}$$

CALCULATION OF TOTAL SCORE:

[Bidder's **TECHNICAL SCORE** (70%) + [Bidder's **FINANCIAL SCORE** (30%)] = Bidder's **TOTAL SCORE** (100%).

One contract will be awarded in total as a result of this bid solicitation.

SUMMARY OF EVALUATION PROCESS		
All Mandatory Requirements Met?	Yes / No	
Point-Rated Criteria	Number of Points Awarded	Minimum Pass Mark
TOTAL TECHNICAL SCORE:	/100	80 (80%)
WEIGHTED TECHNICAL SCORE = $\frac{\text{Bidder's Total Technical Score}}{100} \times 70$	/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.: T8080-160062

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
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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 Proposal:

- 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 Proposal, 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. TRADE AGREEMENTS

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), Canada – Panama Free Trade Agreement, Canada – Columbia Free Trade Agreement, Canada – Chile Free Trade Agreement and the Canada – Honduras Free Trade Agreement.

11. 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.

12. 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.

13. 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 Statement of Work (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 Feasibility Study of Event Data Recorders (EDR) for Commercial Buses
NUMBER – NUMÉRO T8080-160062
DATE DUE – DÉLAI January 9, 2017 – 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