

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal to: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition au: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(s) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
 Sciences and Software Systems Procurement  
 Directorate/Direction de l'approvisionnement en  
 sciences et en systèmes logiciels  
 11C1, Phase III  
 Place du Portage  
 11 Laurier St. / 11, rue Laurier  
 Gatineau, Québec K1A 0S5

<b>Title-Sujet</b> Vehicle Collisions and Defect Investigations / Enquêtes sur les collisions et les défauts de véhicules automobiles	
<b>Solicitation No. - N° de l'invitation</b> T8056-160026/C	<b>Date</b> 19 July 2017
<b>Client Reference No. - N° de référence du client</b> T8056-16-0026	
<b>File No. - N° de dossier</b> 075ss.T8056-160026	<b>CCC No./N° CC – FMS NO. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin</b>  <b>at – à</b> <b>2:00 PM</b> <b>on – le</b> <b>28 August / Août 2017</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST Heure normale de l'Est HNE
<b>F.O.B. – F.A.B</b>  <b>Plant-Usine :</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> April Campbell	<b>Buyer Id – Id de l'acheteur</b> 075ss
<b>Telephone No. - N° de téléphone</b> 873-469-4794	<b>FAX No. - N° de FAX</b> 819-997-2229
<b>Destination of Goods, Services and Construction:</b> <b>Destinations des biens, services et construction :</b>  Specified Herein Précisé dans les présentes	

**Instructions : See Herein**  
**Instructions : voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de telephone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>  <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**PART 1 - GENERAL INFORMATION****1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

**1.2 Summary**

Transport Canada requires professional services to conduct motor vehicle collision and motor vehicle equipment defect investigations across Canada. The work will also include selective inquiries authorized on an “as and when requested” basis. Services will be required in five geographic regions across Canada in 11 designated cities, as follows:

<b>Geographic Region</b>	<b>Designated Cities</b>		
Atlantic	Fredericton	Halifax	
Quebec	Montreal	Quebec City	
Ontario	London	Toronto	
Western	Calgary	Saskatoon	Winnipeg
Pacific	Kelowna	Vancouver	

The period of services will be from 1 October 2017 to 31 March 2019 with four option periods of one year each. Services will be delivered to the National Capital Region.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

This requirement is subject to the Agreement on Internal Trade (AIT). This procurement consists of research and development which are excluded from the application of the NAFTA as per Annex 1001.1b-2, Section B, Class A and excluded from the application of the WTO-AGP under Appendix 1, Annex 4 as they are not one of the applicable commodities listed under these agreements.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

### 1.3 Estimated Utilization

The estimated utilization per Geographic Area and Designated City, for the initial period only, excluding applicable taxes, is as follows:

#### *Estimated Utilization per Geographic Region, Designated City and Work Area*

Geographic Region	Designated City	Collision	Defect	Selective	Travel	Total
Atlantic	Fredericton	\$216,000.00	\$43,200.00	\$30,000.00	\$6,000.00	\$295,200.00
	Halifax	\$36,000.00	\$97,200.00	\$30,000.00	\$6,000.00	\$169,200.00
	<b>Total</b>	<b>\$252,000.00</b>	<b>\$140,400.00</b>	<b>\$60,000.00</b>	<b>\$12,000.00</b>	<b>\$464,400.00</b>
Quebec	Montreal	\$126,000.00	\$151,200.00	\$30,000.00	\$10,500.00	\$317,700.00
	Quebec City	\$54,000.00	\$64,800.00	\$30,000.00	\$4,500.00	\$153,300.00
	<b>Total</b>	<b>\$180,000.00</b>	<b>\$216,000.00</b>	<b>\$60,000.00</b>	<b>\$15,000.00</b>	<b>\$471,000.00</b>
Ontario	London	\$216,000.00	\$135,000.00	\$30,000.00	\$10,500.00	\$391,500.00
	Toronto	\$54,000.00	\$64,800.00	\$30,000.00	\$4,500.00	\$153,300.00
	<b>Total</b>	<b>\$270,000.00</b>	<b>\$199,800.00</b>	<b>\$60,000.00</b>	<b>\$15,000.00</b>	<b>\$544,800.00</b>
Western	Calgary	\$108,000.00	\$81,000.00	\$30,000.00	\$6,000.00	\$225,000.00
	Saskatoon	\$36,000.00	\$27,000.00	\$30,000.00	\$3,000.00	\$96,000.00
	Winnipeg	\$36,000.00	\$27,000.00	\$30,000.00	\$3,000.00	\$96,000.00
	<b>Total</b>	<b>\$180,000.00</b>	<b>\$135,000.00</b>	<b>\$90,000.00</b>	<b>\$12,000.00</b>	<b>\$417,000.00</b>
Pacific	Kelowna	\$18,000.00	\$43,200.00	\$30,000.00	\$3,000.00	\$94,200.00
	Vancouver	\$36,000.00	\$91,800.00	\$30,000.00	\$6,000.00	\$163,800.00
	<b>Total</b>	<b>\$54,000.00</b>	<b>\$135,000.00</b>	<b>\$60,000.00</b>	<b>\$9,000.00</b>	<b>\$258,000.00</b>
<b>TOTAL</b>		<b>\$936,000.00</b>	<b>\$826,200.00</b>	<b>\$330,000.00</b>	<b>\$63,000.00</b>	<b>\$2,155,200.00</b>

The value of services specified herein is only an approximation of the requirements given in good faith by Canada to the Bidders.

#### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 04, Definition of Bidder, of 2003, Standard Instructions – Goods or Services – Competitive Requirements is amended as follows:

DELETE: It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

INSERT: It does not include the parent, subsidiaries or other affiliates of the Bidder.

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **2.5 Basis for Canada's 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 be in Canada for the following reasons as defined in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid as follows:

- 5 USB keys, each with a single electronic copy of the Technical Bid (Section I)
- 1 hard copy of each of the following **and** 1 USB key with a single electronic copy of each of the following:
  - Section I: Technical Bid
  - Section II: Financial Bid
  - Section III: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. If there is a discrepancy between the wording of the electronic copy and the hard copy, the wording of the hard copy will have priority over the wording of the electronic copy.

Bidders may submit a proposal for more than one Designated City; however, a separate proposal must be submitted in a separate and distinct envelope.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation detailed below. The total amount of Applicable Taxes must be shown separately.

**3.1.2 Financial Bid Presentation**

- a) The Bidder must submit firm, all inclusive hourly rates, excluding travel and living expenses and applicable taxes, for each category of work, as follows:

<b>Contract Period – 1 October 2017 to 31 March 2019 (18 months)</b>			
<b>Category of Work</b>	<b>Firm, All inclusive Hourly Rate</b>	<b>Level of Effort (Hours)</b>	<b>Extended (a)</b>
<b>Motor Vehicle Collision and Equipment Defect Investigations</b>			
Project Manager	\$	50	\$
Investigator	\$	40	\$
<b>Selective Inquires</b>			
Project Manager	\$	50	\$
Investigator	\$	40	\$
<b>Bid Price Contract Period:</b>			<b>\$</b>

- b) The Bidder must submit firm, all inclusive hourly rates, excluding travel and living expenses and applicable taxes, for each option period:

<b>Option Periods – Firm, all inclusive Hourly Rate</b>					
<b>Description</b>	<b>Option Period 1</b>	<b>Option Period 2</b>	<b>Option Period 3</b>	<b>Option Period 4</b>	<b>Total</b>
<b>Motor Vehicle Collision and Equipment Defect Investigations</b>					
Project Manager	\$	\$	\$	\$	\$
Investigator	\$	\$	\$	\$	\$
<b>Selective Inquires</b>					
Project Manager	\$	\$	\$	\$	\$
Investigator	\$	\$	\$	\$	\$
<b>Bid Price Option Periods:</b>					<b>\$</b>



- c) The Bidder must submit a firm percentage of the hourly rate that will be charged for time travelling in the performance of the work. The percentage will be in effect for the entire contract period for travel to destinations in excess of 250 km from the bidders' business location. Canada will not accept any percentage that exceeds 50% of the hourly rate.

<b>Travelling Time Bid Price</b>			
<b>Description</b>	<b>Firm, all inclusive hourly rate (from a) above)</b>	<b>% of hourly rate to be charged*</b>	<b>Extended</b>
Project Manager	\$	%	\$
Investigator	\$	%	\$
<b>Bid Price Travel Time:</b>			<b>\$</b>

### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

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

**4.1.1 Mandatory Technical Criteria**

**Communities:** defined as key stakeholders in the community including, but not limited to, the following:

<ul style="list-style-type: none"> <li>• Police</li> <li>• Fire</li> <li>• Medical Professionals</li> <li>• Coroner</li> <li>• Insurance Companies</li> </ul>	<ul style="list-style-type: none"> <li>• Provincial Motor Vehicle Inspectors</li> <li>• Salvage yards</li> <li>• Auction houses</li> <li>• Vehicle repair facilities</li> <li>• Business owners or employees of other related stakeholders</li> </ul>
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**Categories of Service:**

- Motor Vehicle Collision Investigations
- Motor Vehicle Equipment Defect Investigations
- Selective Inquiries

Item	Description	Met	Not Met
<b>CORPORATE</b>			
M-1	<p>The Bidder must submit a minimum of one completed project for each of the three categories of service defined in the Statement of Work. The 3 projects must:</p> <ol style="list-style-type: none"> <li>1) be within the past 12 months from date of bid closing</li> <li>2) have a <u>cumulative</u> total of at least \$60,000.00.</li> </ol> <p>The Bidder must provide the following information:</p> <ul style="list-style-type: none"> <li>• Project Title</li> <li>• Summary of the work undertaken</li> <li>• Communities/Stakeholders</li> <li>• Client* – including name and telephone or email</li> <li>• Dollar Value</li> <li>• Start and End Dates (mm/yy)</li> </ul> <p>Each project should be no more than 1 page in length.</p>		
M-2			

Item	Description	Met	Not Met
	<p>The Bidder must demonstrate they have existing relationships with Police and Medical professionals, as well as 4 other stakeholder communities as defined above. Bidders must provide evidence to support their claims, such as:</p> <ul style="list-style-type: none"> <li>• Written Letters of reference</li> <li>• Written Agreements (excluding personal identifiers or protected information)</li> <li>• Other relevant documentation to support the relationship status</li> </ul> <p>Contact information (name and telephone or email) of stakeholder should be provided</p>		
M-3	The Bidder must propose a minimum of 1 Senior Investigator as defined in the Statement of Work and a minimum of 1 Junior Investigator.		
<b>PROPOSED RESOURCES</b>			
M-4	The Project Manager must demonstrate a minimum of a BA in Mechanical or Civil Engineering.		

\* Canada reserves the right to contact the named client for the sole purpose of validating the information provided in the technical proposal.

#### 4.1.2 Mandatory Financial Criteria

Item	Description	Met	Not Met
MF-1	For each Option Period, Bidders must not exceed +/- 5% in the firm, all inclusive hourly rate for each area of expertise detailed in the Financial Presentation Sheet below from each previous period.		

#### 4.1.3 Point Rated Technical Criteria

Item	Description	Available Points
<b>CORPORATE (BIDDER)</b>		
R-1	The Bidder should describe up to 2 Motor Vehicle Collision investigation projects. The projects will each be evaluated using the attached Project Experience scoring methodology.	20
R-2	The Bidder should describe up to 2 Motor Vehicle Equipment Defect investigation projects. The projects will each be evaluated using the attached Project Experience scoring methodology.	20
R-3	The Bidder should demonstrate they have signed research agreements. Bidders will receive one point for each signed research agreement to a maximum of 5 points.	5

	<b>PROPOSED RESOURCES</b> <i>The Bidder should submit a resume for each resource proposed detailing where the experience was gained, the timeframe, and a brief description of the work. Points will be awarded on the basis of one point per year to a maximum of 10 points.</i>	
R-4	The Project Manager should demonstrate up to 10 years of experience in conducting motor vehicle collision investigations or reconstructions	10
R-5	The Project Manager should demonstrate up to 10 years of experience in identifying and analyzing defects in vehicle components and systems.	10
R-6	The Project Manager should demonstrate up to 10 years of experience in injury causation and injury mitigation related to motor vehicle collisions	10
<b>Total Available Points</b>		75

**Point Rated Scoring Methodology**

<b>R-1 Project Experience – Motor Vehicle Collision Investigation Project</b>		
<b>Description</b>	<b>Requested Information</b>	<b>Scoring Methodology - maximum 10 points per project</b>
a) relevance of the reference project to the Statement of Work (SOW) at Annex A	<ul style="list-style-type: none"> <li>project description;</li> <li>objective and outcome of the project;</li> <li>relevance of the project to the requirement outlined in the statement of work;</li> <li>name and description of client organization.</li> </ul>	<p style="text-align: center;"><b>4 = Satisfactory</b></p> <p>1 a) is somewhat relevant to the project objectives, tasks and deliverables;</p> <p>1 b) is somewhat similar in size, scope and complexity to the proposed project;</p> <p>1 c) utilized methodologies that could be utilized in part to achieve the project objectives, vague details on roles or safety issue;</p> <p>1 d) demonstrates some skills or experience or resources that may be transferable to the proposed project</p> <p style="text-align: center;">OR</p> <p style="text-align: center;"><b>8 = Excellent</b></p> <p>2 a) is very relevant to the project objectives, tasks and deliverables;</p> <p>2 b) is very similar in size, scope and complexity to the proposed project;</p> <p>2 c) identified methodologies that will be utilized to achieve the project objectives, clearly identified the roles and safety issue;</p> <p>2 d) demonstrates skills and experience or resources that will be transferable to the proposed project or the same resources are proposed for this project.</p>
b) scope and complexity of the project	<ul style="list-style-type: none"> <li>dollar value of the project;</li> <li>total number of resource(s);</li> <li>involved communities / stakeholders</li> <li>project start and end date.</li> </ul>	
c) methodology(s) utilized in the performance of the work	<ul style="list-style-type: none"> <li>methodologies utilized;</li> <li>identify the safety issue aligned to Transport Canada Regulations</li> <li>contribution of the individual to the project;</li> <li>contribution of the firm to the project.</li> </ul>	
d) transferable skills or experience gained relevant to the project	<ul style="list-style-type: none"> <li>identify any transferable skills / experience that will enhance the scope of work and/or contribute to the success of the project;</li> <li>prior project resources that will be utilized on the proposed contract;</li> <li>describe the deliverable / output / results;</li> <li>other experience gained that could be relevant to this requirement.</li> </ul>	
e) activities undertaken	<ul style="list-style-type: none"> <li>provide a detailed description of the activities taken to arrive at the Final Report</li> </ul>	

<b>R-2 Project Experience – Motor Vehicle Defect Investigation Project</b>		
<b>Description</b>	<b>Requested Information</b>	<b>Scoring Methodology - maximum 10 points per project</b>
a) relevance of the reference project to the Statement of Work (SOW) at Annex A	<ul style="list-style-type: none"> <li>• project description;</li> <li>• objective and outcome of the project;</li> <li>• relevance of the project to the requirement outlined in the statement of work;</li> <li>• name and description of client organization.</li> </ul>	<p style="text-align: center;"><b>4 = Satisfactory (1 pt x 4)</b></p> <p>1 a) is somewhat relevant to the project objectives, tasks and deliverables;</p> <p>1 b) is somewhat similar in size, scope and complexity to the proposed project;</p> <p>1 c) utilized methodologies that could be utilized in part to achieve the project objectives, vague details on roles or safety issue;</p> <p>1 d) demonstrates some skills or experience or resources that may be transferable to the proposed project</p>
b) scope and complexity of the project	<ul style="list-style-type: none"> <li>• dollar value of the project;</li> <li>• total number of resource(s);</li> <li>• involved communities / stakeholders</li> <li>• project start and end date.</li> </ul>	
c) methodology(s) utilized in the performance of the work	<ul style="list-style-type: none"> <li>• methodologies utilized;</li> <li>• identify the safety issue aligned to Transport Canada Regulations</li> <li>• contribution of the individual to the project;</li> <li>• contribution of the firm to the project.</li> </ul>	
d) transferable skills or experience gained relevant to the project	<ul style="list-style-type: none"> <li>• identify any transferable skills / experience that will enhance the scope of work and/or contribute to the success of the project;</li> <li>• prior project resources that will be utilized on the proposed contract;</li> <li>• describe the deliverable / output / results;</li> <li>• other experience gained that could be relevant to this requirement.</li> </ul>	
e) activities undertaken	<ul style="list-style-type: none"> <li>• provide a detailed description of the activities taken to arrive at the Final Report</li> </ul>	<p>2 pts = clearly defined standard operating procedure;</p> <p>1 pt = some what defined process</p>

#### 4.2 Financial Evaluation

For evaluation purposes only, the total bid price for each Designated City will be established as follows:

The Total Bid Price = the sum of

Bid Price Contract Period + Bid Price Option Periods + Bid Price Travel Time.

#### 4.3 Basis of Selection – Lowest Evaluated Price

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria;
- (c) obtain the required minimum of 53 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75 points.

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the lowest total evaluated price may be recommended for award of a contract in each designated city.

In the event that two or more responsive bids within a Geographic Area and (or) Designated City have the same lowest total evaluated price, the responsive bid which obtained the highest points may be awarded the contract.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Canadian Content

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.



5.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

## 5.2.2 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder certifies that:

\_\_\_\_\_ It understands, complies and respects the provisions under the Ineligibility and Suspension Policy.

Does the Bidder have a Board of Directors? \_\_\_\_\_ Yes \_\_\_\_\_ No

**If so, the Bidder must submit** a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. **Canada may, at any time**, request that the Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Verification form – PWGSC-TPSGC 229), for any individuals named in the aforementioned list. (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>)

Name	Title

## 5.2.2 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### 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 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

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 Applicable Taxes.

### 5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website at:

[http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.3 Additional Certifications Precedent to Contract Award

### 5.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

### **5.3.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

**PART 6 - SECURITY AND OTHER REQUIREMENTS****6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **7.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

#### **7.1.1 Task Authorization**

A portion of the Work to be performed, detailed at article 6.4 of the Statement of Work under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **7.1.2 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within three calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **7.1.3 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$40,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **7.1.4 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 7.1.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2<sup>nd</sup> quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

##### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### 7.2.1 General Conditions

2040 (2016-04-04), General Conditions – Research and Development apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

4008 (2008-12-12) Personal Information apply to and form part of the Contract.

- a) Subsections 02, 04(1)(a), 05(f), 05(i), 10 and 14 of 4008, Personal Information, are amended as follows:

Delete: Canada  
Insert: the Technical Authority

- b) Subsections 04(1)(f), 04(3), 04(4), 05(d), 05(e), 05(g), 06(f), 08, 08(d), 09, 10, and 12 of 4008, Personal Information, are amended as follows:

Delete: Contracting Authority  
Insert: Technical Authority

- c) Subsection 11(1) of 4008, Personal Information, is amended as follows:

Delete: Canada  
Insert: Transport Canada

Delete: Contracting Authority  
Insert: Transport Canada

- d) Subsections 06(c), 06(g), 11(2), and 13 of 4008, Personal Information, are amended as follows:

Delete: Contracting Authority  
Insert: Contracting Authority and the Technical Authority

- e) Subsection 07 of 4008, Personal Information, is amended as follows:

Delete: Contracting Authority  
Insert: Contracting Authority and to the Technical Authority

### 7.2.3 Protection and Security of Data Stored in Databases

- A The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:



- a. equivalent protections are given to personal information as in Canada under legislation such as the [Privacy Act](#), R.S. 1985, c.P-21, and the [Personal Information Protection and Electronic Documents Act](#), S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
- b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

- B The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
- C The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in an another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
- D The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
- E The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- F Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

### 7.3 Security Requirements

7.3.1 The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.

7.3.2 The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.

Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD/PWGSC, the Contractor/ personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

7.3.3 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

7.3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.3.5 The Contractor must comply with the provisions of the:

- f) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- g) Security Guide for Contractor Sites, Facilities and Information Technology Equipment Producing, Accessing, Storing and/or Processing Protected B Electronic Information attached at Appendix 1 to Annex C;
- h) Industrial Security Manual (Latest Edition).

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the contract is from 1 October 2017 to 31 March 2019.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor within 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

April Campbell  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Program  
Science and Software Systems Procurement Directorate  
Place du Portage, Phase III, 11C1  
11, rue Laurier  
Gatineau, Quebec K1A 0S5

Telephone: 873-469-4794

Email: [april.campbell@tpsgc-pwgsc.gc.ca](mailto:april.campbell@tpsgc-pwgsc.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.

### 7.5.2 Technical Authority

The Technical Authority for the Contract is: to be determined.

The Technical 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 Technical Authority; however, the Technical 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.

### 7.5.3 Contractor's Representative

To be determined.

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

## 7.7 Payment

### 7.7.1 Basis of Payment

- B. For the Work detailed in articles 6.1, 6.2, 6.3 and 12 of the Statement of Work,

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure. Customs duties are included and Applicable Taxes are extra.

- C. For the Work detailed in article 6.4 of the Statement of Work,

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm hourly rates in accordance with the Basis of Payment in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

### 7.7.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**7.7.3 Method of Payment - Multiple Payments**

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

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

**7.7.4 SACC Manual Clauses**

A9117C(2007-11-30) T1204 – Direct Request by Customer Department

**7.7.5 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

**7.7.6 Discretionary Audit**

- A. The following are subject to government audit before or after payment is made:
- a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's time recording system.
  - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

- B. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## 7.8 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- B. Invoices must be distributed as follows:
- a. One electronic copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract.
  - b. One electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9.3 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).

2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

#### 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12), Personal Information
- (c) the general conditions 2040 (2016-04-04) General Conditions – Research and Development;
- (e) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) Annex E, signed Non-Disclosure Agreement(s)
- (i) the Contractor's bid dated \_\_\_\_\_.

#### 7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (A2000C) Foreign Nationals (Canadian Contractor)

#### 7.13 Insurance – No Specific Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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**ANNEX A  
STATEMENT OF WORK****Motor Vehicle Collision Investigations,  
Motor Vehicle Defect Investigations and Selective Inquiries****1. Introduction**

Transport Canada's Motor Vehicle Safety Directorate operates with mandates from the Canada Motor Vehicle Safety Act and the Motor Vehicle Transport Act, to propose, apply and enforce national safety standards. The Directorate establishes safety standards for the design, construction and importation of all motor vehicles on Canada's roads, and for certain vehicle components such as tires and child restraint systems.

Research groups study the potential for improvements to motor vehicle crash protection and collision avoidance systems through vehicle test programs and the in-depth investigation of real-world collisions. Improvements to the motor vehicle safety standards are developed by an in-house engineering group, in consultation with external stakeholders.

Enforcement groups monitor test results and audit manufacturers' documentation to ensure the safety of vehicles manufactured in Canada or imported to this country. In addition, a dedicated investigation group monitors public complaints of alleged defects in motor vehicles and seeks to remedy safety-related issues through a program of vehicle recalls.

The service line within Transport Canada responsible for this activity is the Motor Vehicle Safety Directorate. In contrast to other service lines within Transport Canada, Motor Vehicle Safety has no regional offices. It is for this reason, that a national network of contracted investigation teams was established in high-density traffic regions across Canada.

**2. Background**

The in-depth investigation of real-world collisions is managed by the Collision Investigations and Research Division. The investigations conducted support Transport Canada's research efforts to gauge the effectiveness of existing motor vehicle safety standards, and to identify the potential need for further regulatory action under the Motor Vehicle Safety Act. In recent years, Transport Canada has focused on motor vehicle collision investigations of crashes involving airbag deployments, moderately severe side impacts, and restrained rear seat occupants. Special collision investigations have included incidents involving school buses, highway coaches, seat belts, child restraint systems, frontal and side air bags, event data recorders and vulnerable road users such as pedestrians and cyclists.

The Defect Investigation activity supports Transport Canada's role in monitoring compliance with the Motor Vehicle Safety Act by investigating complaints alleging a safety related defect of a motor vehicle and vehicle equipment. The philosophy of the Defect Investigations and Recalls Division is to be comprehensive and innovative in its investigative techniques, recognizing both the public service nature of its environment and that the prime responsibility for the issuance of notices of defect resides with the manufacturer. The safety related defect complaints originate from the general public, police agencies,



Transport Canada investigators, coroners, consumer agencies, provincial and municipal transportation departments, trade associations, unions, lawyers, other federal government departments and, in some instances, from other countries. Defect complaint issues often have high public and media interest.

### 3. Objective

The objective of this contract is to conduct investigations of motor vehicle collisions, motor vehicle and vehicle equipment defects, and to conduct selective inquiries on an “as and when requested” basis.

The motor vehicle collision investigation reports produced by the Contractor will be used by Transport Canada to enhance existing and to develop new [Motor Vehicle Safety Regulations](#). This data will also be integrated by Transport Canada in their crash test research program in order to develop appropriate test methodologies and provide scientific evidence for new regulations.

The motor vehicle safety related defect investigations will be conducted by the Contractor in response to alleged motor vehicle and vehicle equipment defect complaints received from a variety of sources including but not limited to the public, insurance companies, police agencies and mechanics.

Selective inquiries will be conducted by the Contractor on an “as and when requested” basis and will involve vehicle inspections, crash scene inspections, retrieval of vehicle components and general data collection on motor vehicle safety.

### 4. Laws and Regulations

The laws and regulations of Canada (federal, provincial and municipal) as they relate to privacy are considered applicable to the Work stated herein and include, but are not limited to, the following:

*Privacy Act*

<http://laws-lois.justice.gc.ca/eng/acts/p-21/>

*Personal Information Protection and Electronic Documents Act*

<http://laws-lois.justice.gc.ca/eng/acts/p-8.6/>

*Privacy Regulations*

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-83-508/?showtoc=&instrumentnumber=SOR-83-508>

*Policy on Access to Information*

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12453&section=text>

*Policy on Privacy Protection*

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510&section=text>

*Protection of Personal Information Regulations*

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-78-145/page-1.html#ord>

## Motor Vehicle Safety Regulations

<https://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>

## Motor Vehicle Safety Act

<https://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm>

## Online Public Defect Complaint Form

<https://wwwapps.tc.gc.ca/Saf-Sec-Sur/7/PCDB-BDPP/fc-cp.aspx?lang=eng>

## Security Organization and Administration Standard Policy

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12333>

## 5. Geographic Distribution / Demographics

There are five geographic regions for which the services will be required. Each region will have up to 2 or 3 designated cities. Those cities are as listed below.

Geographic Region	Designated Cities		
Atlantic	Fredericton	Halifax	
Quebec	Montreal	Quebec City	
Ontario	London	Toronto	
Western	Calgary	Saskatoon	Winnipeg
Pacific	Kelowna	Vancouver	

The information provided below estimates only and do not reflect a commitment on the part of Canada or an obligation to be met by the Contractor. Estimates are made in good faith.

### 5.1 Annual Estimated Vehicle Collision Investigative Reports

Geographic Region	Vehicle Collision Investigative Reports				
	Contract Period (18 months)	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Atlantic	42	28	28	28	28
Quebec	30	20	20	20	20
Ontario	45	30	30	30	30
Western	30	20	20	20	20
Pacific	9	6	6	6	6

**5.2 Annual Estimated Vehicle Equipment Defect Investigative Reports**

Geographic Region	Vehicle Equipment Defect Investigative Reports				
	Contract Period (18 months)	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Atlantic	78	52	52	52	52
Quebec	120	80	80	80	80
Ontario	111	74	74	74	74
Western	75	50	50	50	50
Pacific	75	50	50	50	50

**5.3 Annual Estimated Hours Dedicated to Selective Inquiries**

Geographic Region	Selective Inquiries				
	Contract Period (18 months)	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Atlantic	600	400	400	400	400
Quebec	600	400	400	400	400
Ontario	600	400	400	400	400
Western	900	600	600	600	600
Pacific	600	400	400	400	400

**6. Scope****6.1 Summary**

The Contractor is required to:

- ✓ Conduct investigations of Motor Vehicle Collisions subject but not limited to the areas of interest specified below;
- ✓ Conduct investigations of Motor Vehicle and Vehicle Equipment Defects as a result of complaints received by Transport Canada or identified by the contractor and;
- ✓ Conduct Selective Inquiries (SI) related to motor vehicle safety in Canada subject but not limited to the tasks specified below.

The Work requires that the Contractor have existing relationships with key stakeholders in the community, including but not limited to, the following communities:

- ✓ Police
- ✓ Fire
- ✓ Medical Professionals
- ✓ Coroner
- ✓ Insurance Companies
- ✓ Provincial Motor Vehicle Inspectors
- ✓ Business Owners or employees of Salvage Yards, Auction Houses and Vehicle Repair Facilities
- ✓ Towing companies

The Contractor will be notified by The Technical Authority of specific Motor Vehicle Collision and/or Motor Vehicle and Vehicle Equipment Defect inquiries; however, it is also the Contractors` responsibility to identify collisions and/or defect investigations that meet the criteria defined below. For Motor Vehicle Collision and/or Motor Vehicle and Vehicle Equipment Defect investigations that physically occur between London and Toronto, the Contractor that is closest to the physical site will complete the investigation.

Selective Inquiries will be assigned to the Contractor on an “as and when requested” basis through Task Authorization by the Technical Authority.

#### 6.1.1 Personal Information

For the Motor Vehicle Collision Investigations, personal information may be collected. Any personal information that is obtained in the course of a collision or defect investigation concerning the owners, operators, and passengers of motor vehicles is protected under the provisions of the Privacy Act (<http://laws-lois.justice.gc.ca/PDF/P-21.pdf>).

The contractual provisions clearly establish that the information in question is under the control of Transport Canada. They require that the third party providers segregate the information in question from other databases, and implement strong security measures consistent with TBS information management and security policies.

The Collision Investigation Division also enters into formal Information Sharing Agreements to collect collision information from other stakeholders, such as police services, and it develops Data Collection Protocols when collaborating on research projects. If it is obtaining medical information with respect to a collision, it requires that the individual sign a release/consent form. It uses a number of measures to restrict access to its database, and formally documents temporary access by external researchers.

Every individual who is asked to provide personal information (whether the information is about themselves or about someone else) must be informed:

- (a) of the purpose of the collection;
- (b) whether response is voluntary or required by law;
- (c) of any possible consequences of refusing to respond;
- (d) that the individual to whom the information pertains has rights of access to and protection of the personal information under the Privacy Act; and
- (e) of the registration number of the personal information bank in which the information will be retained.

Appendix 1: provides the details of the notification requirement.

Appendix 2: contain the standard script which a third party contractor must read, if the contact is over the phone.

Appendix 3: contains the standard script which a third party must hand out, if the contact is in person.

These notifications must be used when conducting a collision investigation as third party contractors are reaching out to those involved in collisions that are of interest to the department. As for a defect investigation, in many cases they are not necessary as the individual making the complaint is reaching out to the Department in an attempt to resolve an issue they are having with their motor vehicle, tire or child car seat. These complainants are asked to give permission at the onset to provide a copy of the complaint details with the manufacturer.

Some of the data collected by third party contractors on behalf of Transport Canada for the activities of collision and defect investigations are temporary records of personal information and fit the definition of transitory record set out below. The disposition of these transitory records is set out below in Appendix 4.

A transitory record is defined as those records that are required only for a limited time to ensure the completion of a routine action or the preparation of a subsequent record.

## 6.2 Motor Vehicle Collision Investigations

Motor Vehicle Collision Investigations will be conducted on motor vehicle collisions that meet one or more of the areas of interest defined by Transport Canada.

### 6.2.1 Areas of Interest

Transport Canada's areas of interest are:

- ✓ Restrained rear seat occupant injuries that are disproportionate to front seat occupants in predominantly frontal collisions;
- ✓ Collisions where a curtain has deployed and there is the suspicion of occupant head/neck interaction (usually rear seat on struck side of a frontal offset collision);
- ✓ Narrow frontal offset collisions involving < 50% overlap with another vehicle or rigid object with airbag deployments;
- ✓ Collisions involving electric or hybrid vehicles all model years of vehicles (interested in effects of exposure over time);
- ✓ Collisions involving compressed gas vehicles or hydrogen vehicles;
- ✓ Collision involving occupants who were restrained by inflatable seat belts regardless of injury outcome;
- ✓ Collisions involving children who sustained an injury (AIS > 1) in child restraints or booster seats
- ✓ Collisions involving a school bus or motor coach;
- ✓ Side impact collisions where there were adjacent passengers in the impact zone; specifically interested in cases where there are head injuries and contact with child restraints;
- ✓ Light duty vehicle collisions involving vulnerable road users;
- ✓ Heavy freight vehicle collisions involving vulnerable road users where the HFV was equipped with a side guard or supplemental VRU detection system;
- ✓ Collisions involving vehicle with advanced crash avoidance systems;
  - Blind spot monitoring that warned a driver too late, or did not warn the driver;
  - Rear view cameras;
    - that did not work or show the hit obstacle, cyclist or pedestrian;
  - Lane keeping assist;

- that lets the vehicle cross the center lane, right lane causing road departure or any lane that resulted into a collision;
- active lane changing systems issues;
- Automatic Emergency Braking system (also DBS Dynamic Braking System, CIB Crash imminent braking);
  - that did not stop at all during an emergency manoeuvre;
  - or that engaged and reduced the speed of the collision;
  - collision where drivers engaged the brakes and still had a rear end collision;
  - where system would have evasive manoeuvre capability to avoid a collision;
  - pedestrian collision with vehicle that has a pedestrian detection system;
  - cyclist collision with vehicle that has a cyclist detection system;
- Adaptive cruise control;
  - where the vehicle did not follow the vehicle in front of it;
  - where the system did not brake, slow down or controlled the vehicle;
- Auto parking features;
  - where it would have hit structures;
  - surrounding cars;
  - pedestrians;
- Backup cross traffic warning;
  - where a vehicle would not have warned that an upcoming vehicle, pedestrian or cyclist;
- Autopilot;
  - any type of crashes involving a function of “autopilot” or advanced driving capabilities;
- Camera systems;
  - detection failures involving backup cameras, blind spot cameras;
- Night time collision with vehicles having automatic advanced lighting systems, LED matrix, upcoming vehicle detection, directional headlamps;
- Roll stability controlled equipped vehicle, when there is a rollover;
- On board user interface;
  - Evidence of distraction from in-vehicle systems (e.g., android auto, apple car play).

### 6.2.2 Case Notification Documents

A Case Notification Document must be completed and submitted to the Technical Authority for every case identified. All cases require **advance approval** of the Technical Authority prior to undertaking any work.

### 6.2.3 Tasks

At a minimum, the Contractor must perform the following tasks when conducting a Motor Vehicle Collision Investigation on an identified case:

- ✓ Identify and document physical evidence at motor vehicle collision scene;
- ✓ Reconstruct collision events;
- ✓ Inspect, measure and document exterior damage to motor vehicle;

- ✓ Inspect, measure and document interior damage resulting from occupant contact;
- ✓ Inspect, measure and document witness marks due to collision loading of restraint systems;
- ✓ Photograph collision scene and involved vehicles;
- ✓ Interview motor vehicle occupants of primary interest in the case vehicle;
- ✓ Obtain official medical information for occupants of primary interest in the case vehicle;
- ✓ Interpret occupant injury mechanisms in the context of specific collision circumstances;
- ✓ Quantitatively reconstruct the motor vehicle crash severity.

Upon completing the Motor Vehicle Collision Investigation, the Contractor must record the data compiled from the investigation in the Electronic Database provided by Transport Canada. The Contractor must also complete and submit a Motor Vehicle Collision Investigation Report to the Technical Authority as detailed in Section 8.1 Collision Investigations Report Criteria.

The electronic data file as well as the report must be submitted to the Technical Authority by mean of File Transfer Protocol, the details of which will be provided on contract award.

Vehicle photos, scene photos and other electronic files collected during the vehicle and scene examination must be submitted to the Technical Authority by means of ZIP file format to the File Transfer Protocol site within **3 business days** of being collected in the Designated City; or, within **5 business days** of being collected at a location over 250km outside of the Designated City. The final Motor Vehicle Collision Investigation Report must be submitted to the Technical Authority within **90 business days** of the vehicle collision date.

If the Contractor is unable to meet the deliverable date(s) stipulated above, a written request for an extension and explanation for the delay must be submitted to the Technical Authority for review and approval.

All material developed or uncovered in the conduct of a Motor Vehicle Collision Investigations must be treated as confidential and only divulged or discussed on a “need to know” basis.

### **6.3 Motor Vehicle and Vehicle Equipment Defect Investigations**

Motor Vehicle and Vehicle Equipment Investigations are conducted on complaints of alleged motor vehicle and vehicle equipment defects. The intent of these investigations is to assess the nature of the complaint and to provide factual evidence that will assist in developing Transport Canada's position with respect to the subject of the complaint.

The Contractor must proactively identify potential motor vehicle and vehicle equipment defects that require a Motor Vehicle and Vehicle Equipment Defect Investigation (“defect”). The potential defect may be brought to the Contractors attention as a complaint received by the general public or discovered through developed contacts.

Complaints of alleged or potential defects must be reported by the Contractor via the Online Public Defect Complaint Form, and must be submitted to the Technical Authority for approval and assignment of a log file number within two (2) business days following the Contractor's receipt or follow-up of the initial

complaint. Follow up with the complainant must be completed within 1 business day of receiving the initial complaint.

Following initial contact with the complainant, if the complaint does not constitute a motor vehicle or vehicle equipment safety defect, the Contractor is to submit within 2 business days an e-mail to the Technical Authority containing a short description of the issue and its resolution.

The initial submission of the Online Public Defect Complaint Form must include, as a minimum, the following information:

- ✓ Yes or No" response with respect to the consent of the complainant to the release of the information contained in the complaint to the manufacturer;
- ✓ The complaint type, i.e., vehicle, child restraint system, or tire (via the drop down menu);
- ✓ The complainant's first name, last name, postal code, and phone number;
- ✓ The vehicle, child restraint or tire, make, model, model year and any other mandatory identifying information as required by the drop down menus of the online complaint form;
- ✓ The Vehicle Identification Number (VIN), when applicable;
- ✓ The complaint comments, i.e., a verbatim or paraphrased account of the complaint details.

Once an approved Motor Vehicle and Vehicle Equipment Defect Complaint has been assigned a log file number, the Contractor must begin the Motor Vehicle and Vehicle Equipment Defect Investigation.

Motor Vehicle and Vehicle Equipment Defects discovered as a result of a Motor Vehicle Collision Investigation can only be further investigated as indicated below, upon the Contractor receiving written approval from the Technical Authority.

Motor Vehicle and Vehicle Equipment Defect Investigation activities include, but are not limited to:

- ✓ Interviews with the involved complainant and other relevant parties;
- ✓ Examination, including photographs, of pertinent motor vehicles, components, child restraint systems, tires, and incident scene;
- ✓ Evaluation of relevant collision investigation data and vehicle and component maintenance history;
- ✓ Conducting research on the problem background and system and component technology.

The Contractor must complete and submit to the Technical Authority a Motor Vehicle and Vehicle Equipment Defect Investigation Report no later than fifteen (15) days from the log file assignment date.

Motor Vehicle and Vehicle Equipment Defect Investigations must be carried out with the approval of the Technical Authority. All material developed or uncovered in the conduct of a Motor Vehicle and Vehicle Equipment Defect must be treated as confidential and only divulged or discussed on a "need to know" basis.

If the Contractor is unable to meet the deliverable date(s) stipulated above, a written request for an extension and explanation for the delay must be submitted to the Technical Authority for review and approval.



## 6.4 Selective Inquiries

Selective Inquiries will be conducted for both the Collision Investigations Division and the Defect Investigations Division. These will be done on an “as and when requested” basis. Selective inquiries will involve tasks such as:

- ✓ Vehicle examination and documentation;
- ✓ Scene examination and documentation;
- ✓ Component removal from a vehicle;
- ✓ Collecting information from community stakeholders identified in article 6.1;
- ✓ Collecting a component removed from a vehicle by a community stakeholder;
- ✓ Follow up inquiry on a collision or alleged defect reported in the media;
- ✓ Researching a specific vehicle safety issue.

It is anticipated that the majority of these tasks will be conducted by a junior investigator.

## 7. Technical Environment

### 7.1 Connectivity Requirements

Transport Canada provides online access through a web portal where the complaint report details can be entered directly into the public complaint database. All supporting documents need be uploaded through an access controlled FTP server at the Protected B level (SFTP/B). The contractor will need to communicate as an authenticated user to the FTP. Accounts to the SFTP/B will be provided to the Contractor.

If the Contractor transmits sensitive information electronically to or from their place of work (outside Transport Canada premises) or connect to the Transport Canada network, the Contractor must: install and maintain the following software on their Personal Computer, including the secure custody of such:

- 1) Secure virtual private network (SVPN) access (which will be provided by Transport Canada) and which must include:
  - a. Public key infrastructure (PKI) credentials and client software
  - b. SVPN client software
  - c. Citrix software or software compatible to client Microsoft Terminal Server (if required by the application)
- 2) Maintain up to date Anti-virus software from a reputable company;
- 3) Maintain an up to date desktop firewall from a reputable company;
- 4) Computer operating system security patches need to be up to date;
- 5) The computer used and any IT facilities connecting to Transport Canada must be made available to permit security inspection and verification by Transport Canada of its IT security standards;

- 6) Transport Canada will employ network access control software that will automatically deny access to any computer not meeting the technical requirements noted above;
- 7) Identify the individuals at the Contractor's site (name and contract number) requiring secure virtual private network access. Please note that access will be limited to only the systems and data required to fulfill the contract;
- 8) Ensure all individuals provided with Transport Canada logon ID/password credentials have the appropriate Government of Canada security clearance and valid need for the data and systems that they are accessing. Their logon ID/password credentials are unique to the individual and must be kept secure and not shared;
- 9) Mark the media at the appropriate security level and secure assets (and information according to the Security Organization and Administration Standard Policy.

## **8. Reporting Requirements**

### **8.1 Collision Investigation Report Criteria**

Each Collision Investigation Report must be submitted to the Technical Authority using the applicable Collision Investigation Report templates. A Motor Vehicle Collision Investigation must include a report, submitted in an electronic format that has at a minimum the following information:

- ✓ Collision Scene & Events
  - Description of the major events related to the crash;
  - Identification and documentation of any physical evidence of the collision;
  - Summary details of the involved vehicles and vehicle occupants;
  - Scaled Scene Drawing;
- ✓ Case Vehicle
  - Documentation of the nature and extent of the resulting external damage and any associated occupant compartment intrusion;
  - Identification of occupant contact points;
  - Identification of witness marks on occupant restraint systems;
  - Retrieval of crash data from air bag control modules (ACM), rollover sensor modules (ROS), and power control modules (PCM) if supported;
- ✓ Case Vehicle Occupant Information
  - Interview with the case vehicle occupant(s) of primary interest;
  - Age, gender, height and weight of all occupants;
  - Pre-crash seat position for all occupants;
  - Manner of occupant restraint use for all occupants;
  - Injury details as confirmed by an Official Source (i.e. autopsy records, hospital/medical records, emergency room records, private physician records etc.);
- ✓ Non-Case Vehicle
  - Documentation of the nature and extent of the resulting external vehicle damage;
  - Retrieval of crash data from air bag control modules (ACM), rollover sensor modules (ROS), and power control modules (PCM) if supported;

- Non-Case vehicle occupant information;
- Age, gender of all occupants;
- Occupant restraint use as detailed in the police report;
- Injury severity as detailed in the police report;
- ✓ Analysis
  - Reconstruction of the vehicle dynamics;
  - Collision severity;
  - Occupant kinematics;
  - Occupant injury mechanism;
- ✓ Supporting Documentation
  - Completed data collection forms;
  - Diagrams;
  - Photographs;
  - Electronic file(s) retrieve from the vehicles event data recorder.

## 8.2 Defect Investigation Report Criteria

Each Motor Vehicle and Vehicle Equipment Defect Investigation Report must be submitted to the Technical Authority using the web-based application method approved by the Technical Authority.

The report for each Motor Vehicle and Vehicle Equipment Defect Investigation will consist of a narrative, photographs as a series of JPG image files, together with computer files produced by software provided by Transport Canada, such as the custom data entry system Team PCDB.

The Contractor is required to provide to the Technical Authority, the Motor Vehicle and Vehicle Equipment Defect Investigation Report in a format suitable for public release and with consideration that the material may be shared with the manufacturer and may be used in legal enforcement action.

The Motor Vehicle and Vehicle Equipment Defect Investigation Report must contain the following information:

- ✓ A summary of the interview of the involved complainant and any other relevant parties (e.g., dealerships, police, insurance company);
- ✓ The findings and results of the detailed physical examination and photographs of pertinent motor vehicles, components, child restraints, tires, scene photos and a scene diagram;
- ✓ A discussion on the evaluation of relevant collision investigation data and the maintenance history of the vehicle, equipment, or component;
- ✓ Background information on the problem and system and component technology, including search results from, National Highway Traffic Safety Administration (NHTSA) website (complaints, investigations and technical service bulletins), Transport Canada Recalls website and web forum discussions;
- ✓ A listing of events, including the event date, the action taken, and the involved investigator;
- ✓ A copy of all letters, emails, notes and documents, all of which are relevant to the case file;
- ✓ The completion of all remaining blank fields in the Defect Complaint Form.

### 8.3 Selective Inquiry Reporting Criteria

The reporting requirements for Selective Inquiries is dependent on the task. The expected deliverable will be clearly communicated to the contractor prior to the initiation of the task.

### 8.4 Acceptance Criteria

Each completed Collision Investigation Report, Motor Vehicle and Vehicle Equipment Defect Investigation Report, or Selective Inquiry is subject to review by the Technical Authority for completeness and accuracy in consideration of the data and, on this basis, is subject to acceptance or rejection.

The Contractor is required to ensure that any changes to a deliverable that are recommended by the Technical Authority are completed by the Contractor and re-submitted for final review and acceptance by the Technical Authority.

### 9.0 Deliverables

The Work and associated deliverables identified in Article 6 and referenced in Articles 5.1 and 5.2 (investigations per period by Geographic Area) represents an estimate of the number of Investigation Reports and Selective Inquiries that the Contractor may be asked to provide. The information provided are estimates only and do not reflect a commitment on the part of Canada or an obligation to be met by the Contractor.

### 10. Language of the Work

Deliverables can be submitted in either Official Language.

### 11. Resource Requirements

The Contractor will be required to provide a minimum of 2 resources. They should consist at a minimum of one (1) senior project manager and one (1) investigator.

Senior Project Manager:

- ✓ Bachelor degree or equivalent in Engineering or Applied Science and;
- ✓ More than 5 years' experience in motor vehicle collision investigation and reconstruction and safety related motor vehicle defects;
- ✓ More than 5 years' experience in injury causation and injury mitigation related to motor vehicle collisions;
- ✓ May assign work to a junior investigator or provide guidance.

Investigator:

- ✓ Technical diploma in science, or engineering, or Automotive Mechanic's License, or related educational qualifications.

**12. Travel**

The Contractor must perform work within their assigned Geographic Area unless approved by the Technical Authority. No travel and living expenses will be paid for services provided within 250 km of the designated city.

Travel may be required to conduct the Work outside of the immediate area of the designated city. All travel outside of a radius of 250 km of the immediate area of the designated city must have the prior written authorization of the Technical Authority.

**13. Departmental Responsibilities**

The Technical Authority will be responsible for providing, as required, direction and guidance to the Contractor, and accepting and approving Contractor deliverables on behalf of the department.

The Technical Authority will provide each resource performing work under the contract with an Identification Badge that indicates that the named individual is performing work under contract to Transport Canada but is not an agent or employee of Canada. The ID Badge is expected to facilitate communications with community stakeholders.

The Contractor must provide the following to the Technical Authority within 10 days of contract award:

- Name of Resource
- Digital Passport picture

**Appendix 1 - NOTIFICATION**

Guidance re: notifying participants

Instructions to third party contractors:

Transport Canada is required to meet Treasury Board requirements and the legislative provisions of the Privacy Act, with respect to notifying individuals, when we collect information from them about the collisions in which they are involved. We need to advise them of the purposes for the collection of their personal information, and of the uses to which the information will be put. We also have to let individuals know that their participation is completely voluntary.

To help us to meet our obligations, all third party contractors must use a standard script when collecting personal information over the phone, and/or hand out a copy of the script when dealing with individuals in person.

The third party contractor must also make a notation confirming that the individuals from whom personal information has been collected have received the notice or heard the script. The notation should simply indicate “notified”, and the date.

**Appendix 2 - PHONE NOTICE**

Standard script re: Notice - Phone

(Greeting, Name of individual representing Motor Vehicle Safety)

We are conducting research on motor vehicle collisions, on behalf of Transport Canada. We’d like to include the collision in which you were involved in our study, and to do so, we need to ask you some questions about it. You don’t have to be involved, but if you choose to, the information you give us will be used to promote road safety.

We don’t need to keep personal information that will directly identify you, such as your name, or any contact information such as your address and telephone number. Once we’ve gathered all the relevant information about the collision, we will safely destroy the information that might identify you: your name, for example, and the time and date when the collision occurred. We do keep information about the collision itself, such as the vehicles involved, seat belt usage, the road and weather conditions at the time, your age and gender, and we keep a description of injuries, if there were any. The reports that Transport Canada produces are all anonymous – they never name an individual, and they won’t name you.

The information that you give us will be handled with the utmost confidentiality, and used only for the purpose of our research. Transport Canada is authorized to collect this information under the provisions of the Motor Vehicle Safety Act.

Would you be willing to help us?

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**Appendix 3 – WRITTEN NOTICE**

Standard script re: Written Notice

(Letterhead or logo of Motor Vehicle Safety, if applicable)

We are conducting research on motor vehicle collisions, on behalf of Transport Canada. We'd like to include the collision in which you were involved in our study, and to do so, we need to ask you some questions about it. You don't have to be involved, but if you choose to, the information you give us will be used to promote road safety.

We don't need to keep personal information that will directly identify you, such as your name, or any contact information such as your address and telephone number. Once we've gathered all the relevant information about the collision, we will safely destroy the information that might identify you: your name, for example, and the time and date when the collision occurred. We do keep information about the collision itself, such as the vehicles involved, seat belt usage, the road and weather conditions at the time, your age and gender, and we keep a description of injuries, if there were any. The reports that Transport Canada produces are all anonymous – they never name an individual, and they won't name you.

The information that you give us will be handled with the utmost confidentiality, and used only for the purpose of our research.

Would you be willing to help us?

Thank you for your co-operation.

(Contact name and telephone number of the third party contractor as well as contact information for Transport Canada Collision Investigations and/or Defect Investigations)

**Appendix 4 – TRANSITORY RECORDS**

Guidance to third party contractors re: transitory records

As you are aware, we ask you on an ongoing basis to 'scrub' the records that you generate on behalf of Transport Canada of any unnecessary personal information or information that will identify individuals involved in our investigations. The following will confirm Transport Canada's policy in this regard, and to advise you of the requirement regarding the treatment of such information.

In order to create a complete record, Transport Canada must obtain information from individuals who have been involved in a collision or who are providing information regarding an alleged defect. Once we have advised you that the electronic record that you have created is complete, please take steps to securely dispose of any associated paper records or shadow electronic copies that contain the personal information and/or information elements that we have asked you to scrub from the record. The disposal of these records should be made within 30 days from the date the collision file or defect file has been invoiced.

As well, please keep a record, organized by case collision number or defect log number, that confirms the date on which the transitory record was destroyed, the type of record, and the method of destruction (for eg., indicate 'date', 'paper copy of case form', and 'shredded'). We may ask to review these records.



**ANNEX B  
BASIS OF PAYMENT**

**1. LABOUR:**

- a) The Contractor will be paid the firm, all inclusive hourly rates detailed below for each of the following periods:

Contract Period	1 April 2017 to 31 March 2019 (est.)
Option Period 1	1 April 2019 to 31 March 2020
Option Period 2	1 April 2020 to 31 March 2021
Option Period 3	1 April 2021 to 31 March 2022
Option Period 4	1 April 2022 to 31 March 2023

Firm, all inclusive Hourly Rate					
Description	Contract Period (18 months)	Option Period 1	Option Period 2	Option Period 3	Option Period 4
<b>Motor Vehicle Collision and Equipment Defect Investigations</b>					
Project Manager	\$	\$	\$	\$	\$
Investigator	\$	\$	\$	\$	\$
<b>Selective Inquires</b>					
Project Manager	\$	\$	\$	\$	\$
Investigator	\$	\$	\$	\$	\$

- b) The Contractor will be paid for time travelling distances in excess of 250 km from their business location at the following rates for the full contract term:

Travelling Time Rate	
Description	% of hourly rate to be charged*
Senior Investigator	%
Junior Investigator	%

\* not to exceed 50% of the firm, all inclusive hourly rate

## 2. Travel & Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel outside of a radius of 250 kilometres of the immediate area of the Contractor's address must have the prior written authorization of the Technical Authority or their designated representative.

All payments are subject to government audit.

### 2.1 Special Travel Consideration

The Contractor may submit a written request for Travel & Living expenses within the 250km radius in circumstances where actual transportation costs (such as ferries or trains) are expected to be incurred and/or where overnight or multi-day investigations require accommodations at the site location. The request must identify the estimated expenses, which must not exceed the National Joint Travel Directive, and must be approved in advance by the Technical Authority.

Canada will not compensate the Contractor for any amount that exceeds 50% of the firm all inclusive hourly rate.

Estimated Travel & Living Expenses: \$ \_\_\_\_\_

Total Cost to a Limitation of Expenditure: \$ \_\_\_\_\_

**ANNEX C  
SECURITY REQUIREMENTS CHECK LIST**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>TRANSPORT CANADA</b>	2. Branch or Directorate / Direction générale ou Direction <b>Motor Vehicle Safety Directorate</b>
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail  
Motor Vehicle Collision and Motor Vehicle Defect Investigations, and Selective Public Safety Inquiries across Canada.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

<b>Canada</b> <input checked="" type="checkbox"/>	<b>NATO / OTAN</b> <input type="checkbox"/>	<b>Foreign / Étranger</b> <input type="checkbox"/>
---	---	--

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

### PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET – SIGINT<br>TRÈS SECRET – SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non Oui

### PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes  
Non Oui

#### PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes  
Non Oui

#### INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non Oui

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non       Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non       Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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**Appendix 1 to ANNEX C**  
**Security Guide for Contractor Sites, Facilities and Information Technology Equipment Producing,  
Accessing, Storing and/or Processing Protected B Electronic Information**

All TC contractors who use their facilities and/or information technology equipment to access, process and/or store sensitive information rated Protected B are required to agree to the following criteria and to provide the required ITS configuration details of their systems and facilities to Transport Canada IM/IT Security.

### Requirements

1. Must permit security inspection and verification of its information technology infrastructure by Transport Canada (TC) if/when required.

2. Employees of Partners or Third Parties:

Employees (including contractors) who are granted access to Protected B information or provide administrative, support or maintenance services for the information technology infrastructure and/or its information assets shall possess a valid minimum enhanced reliability security clearance as per Treasury Board Secretariat (TBS) Personnel Screening Standard.

3. Employ the following administrative controls, concepts and risk management philosophies as identified by TBS Operational Security Standard: Management of Information Technology Security (MITS):

3.1. Change Management and Control processes for approval of changes to software and hardware;

3.2. Configuration Management – defined and documented;

3.3. Keep change log records of maintenance and modification to services and associated systems;

3.4. Monitoring Protected B systems and alerting TC on the compromise, unauthorized access and/or disclosure of information assets originating from TC.

#### **4a: IF NOT CONNECTED TO A NETWORK**

4a Employ a standalone workstation / personal computer (PC):

4a.1 The workstation must meet Communications Security Establishment of Canada (CSEC) baseline Security requirements for processing up to Sensitive information at the Protected B level i.e.,

4a.1.1 A proven anti-virus product.

4a.1.2 An approved IT Media Overwrite and Secure Erase Product (RCMP Bulletin B2-002).

- 
- 4a.2 The workstation shall not to be connected to a Local Area Network (LAN) or internet (even when not in use for sensitive activity purposes) or the internet.
  - 4a.3 The workstation shall not have the ability to connect via any form of wireless communication (Wifi, Cellular Modem, Bluetooth, etc.).
  - 4a.4 The workstation user accounts shall be limited to a minimum number of authorized users who hold a valid and appropriate level security clearance. (This includes system administrators and support staff).
  - 4a.5 Strong Passwords – minimum 8 characters, complexity rules (alpha numeric, special characters, upper and lower case), employ password history, force change at regular intervals and use lockout rules).
  - 4a.6 Role Based Access to information – in support of the concept of “least privilege”.
  - 4a.7 Session Termination – provide a reasonable session timeout delay for operating systems and applications.
  - 4a.8 Secure Data Storage – data at rest must be encrypted. (Cryptographic products and algorithms must be CSEC approved / NIST- FIPS compliant).
  - 4a.9 Patch management and Security updates – applied in a timely manner at regular interval.
  - 4a.10 Backup management – backups are encrypted and securely stored.

**4b: IF CONNECTED TO A NETWORK**

- 4b Employ the following technical controls or concepts of operation on networked computers (where applicable):
  - 4b.1 Access Controls – adequate to prevent unauthorized access. Use defined processes and procedures to grant, revoke and monitor access.
  - 4b.2 Strong Passwords – minimum 8 characters, complexity rules (alpha numeric, special characters, upper and lower case), employ password history, force change at regular intervals and use lockout rules).
  - 4b.3 Role Based Access to information – in support of the concept of “least privilege”
  - 4b.4 Session Termination – provide a reasonable session timeout delay for operating systems and applications.
  - 4b.5 System Use Notification – identify acceptable use and the sensitivity level of information

- 
- 4b.6 Secure Data Communications – data in transit between various systems and all end-user interfaces such as IPSec, SSL /TLS (Cryptographic products and algorithms must be CSEC approved / NIST-FIPS compliant)
  - 4b.7 Secure Data Storage – data at rest must be encrypted. (Cryptographic products and algorithms must be CSEC approved / NIST- FIPS compliant).
  - 4b.8 Secure Data Transfer
    - 4b.8.1 Transmission via internet (email) must be encrypted using PKI.
    - 4b.8.2 Mailing of data to use single sealed envelope, return address, 1<sup>st</sup> Class Priority Post or Registered Mail
    - 4b.8.3 Electronic media sent by mail must be encrypted (Cryptographic products and algorithms must be CSEC approved / NIST- FIPS compliant).
    - 4b.8.4 Transportation of data outside of Restricted Access Area must be done in secured manner (sealed envelope) with no security markings, appropriately addressed.
  - 4b.9 Network Segmentation for Protected B servers/databases – employ different network zones to separate workstations/clients, application servers and databases by using firewalls between zones and filtering and restricting traffic/access.
  - 4b.10 Security Infrastructure – employ firewalls, intrusion detection/prevention, malicious code detection between private and public networks (at the border / network perimeter)
  - 4b.11 Activity Logging – maintain user access logs and activity logs (unsuccessful login attempts)
  - 4b.12 Patch management and Security updates – applied in a timely manner at regular intervals
  - 4b.13 Wireless Networking – employ strong authentication and data encryption standards.
  - 4b.14 Backup management – backups are encrypted and securely stored.
  - 5. Mark all removable/external electronic media at the appropriate security level and secure assets (and information) according to the Government Security Policy.
  - 6. Secure Data Transfer
    - a. Transmission via internet (email) must be encrypted using PKI.
    - b. Mailing of data to use single sealed envelope, return address, 1st Class Priority Post or Registered Mail
    - c. Electronic media sent by mail must be encrypted (Cryptographic products and algorithms must be CSEC approved / NIST- FIPS compliant).
    - d. Transportation of sensitive data must be done in secured manner (sealed envelope) with no security markings, appropriately addressed.



7. Sanitize and dispose of all electronic media which contains or has contained Protected B information according to CSEC and RCMP requirements when hardware is replaced, upgraded, when serviced is discontinued or upon request by Transport Canada.
8. Recommendations and Best Practices:
  - a. Perform Threat and Risk Assessments (TRA) for applications and IT infrastructure
  - b. Implement a Network Acceptable Use Policy
  - c. Establish formal standards and baseline security requirements for approved software and hardware
  - d. Perform regular Vulnerability Assessments
  - e. Use two-factor authentication for privileged user / administrator access.
  - f. Use security best practices when developing custom applications.
  - g. Apply vendor security best practices when configuring software and hardware
  - h. Apply the recommendations from NIST SP-800-53 Rev.3

**ANNEX D  
TASK AUTHORIZATION FORM**

<b>Task Authorization Autorisation de tâche</b>		Contract Number – Numéro du contrat
Contractor's Name and Address – Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. – No de l'autorisation de tâche (AT)	
	Title of the task, if applicable – Titre de la tâche, s'il y a lieu	
	Total Estimated Cost of Task (Applicable Taxes extra) Coût total estimative de la tâche (Taxes applicables en sus) \$	

Security Requirements : this task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non       Yes - Oui      If YES, refer to the Security Requirements check List (SRCL) included in the contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

→

<b>For Revision only – Aux fins de révision seulement</b>		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimative de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$

**Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

1. Required Work: – Travaux requis :

A. Task Description of the Work Required – Description de tâche des travaux requis	See Attached – Ci-joint <input type="checkbox"/>
B. Basis of Payment – Base de paiement	See Attached – Ci-joint <input type="checkbox"/>
C. Cost of Task – Coût de la tâche	See Attached – Ci-joint <input type="checkbox"/>
D. Method of Payment – Méthode de paiement	See Attached – Ci-joint <input type="checkbox"/>

**2. Authorization(s) – Autorisations(s)**

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client – Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority – Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**3. Contractor's Signature – Signature de l'entrepreneur**

\_\_\_\_\_  
Name and title of individual authorized to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNEX E**  
**NON-DISCLOSURE AGREEMENT**

*[ to be signed by each individual with access to the information ]*

I, \_\_\_\_\_ *[ resource/individual ]*, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, *[ bidder ]* I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Number \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada (PWGSC) and Transport Canada (TC), including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Number \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**ANNEX 1 to PART 5 OF THE BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)