



Transport
Canada

Transports
Canada

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

September 21, 2017

Subject: Request for Standing Offer T8080-170161 - MULTI-MODAL TRANSPORTATION
POLICY RESEARCH/ADVISORY SERVICES

The Department of Transport has a requirement to establish Standing Offers for the services described in the Terms of reference attached hereto as Appendix "B".

The purpose of this proposal call is to establish up to five (5) standing offers to provide off-site consulting services for Transportation Policy Advisory Professional resources for projects on an "as and when required" basis that is multimodal.

The term of the Standing Offer Arrangement will be for (5) five years with two (2) additional one-year periods to be exercised at the discretion of Transport Canada.

If you are interested in providing these services, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-170161**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Tender Reception
Mailroom, Food Court Level
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) EDT on October 31, 2017. It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

Proposals submitted by **Fax, E-mail or Internet** will **not** be accepted.

Note: It is the practice for local couriers to deliver directly to the above noted address. However, we have noted that out-of-town couriers deliver to our main mailroom, which requires an internal mail delivery that can delay reception of the bid by Tender Reception. If your proposal is sent from outside the National Capital Region, please **ensure** that the courier company delivers it **directly** to the above noted Tender Address no later than the time and date specified herein.

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and

methodology specified in Appendix “C”.

PROPOSALS ARE TO BE SUBMITTED USING THE FOLLOWING TWO-ENVELOPE SYSTEM.

ENVELOPE 1 - TECHNICAL PROPOSAL

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Terms of Reference in sufficient detail to enable evaluation in accordance with the Evaluation Criteria including:

- an indication of an understanding of the requirements and responsibilities;
- a summary of company experience directly related to the Terms of Reference;
- names of resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project.

FOUR copies of the Technical Proposal are required.

NOTE: NO COST INFORMATION IS TO BE INCLUDED IN ENVELOPE 1.

ENVELOPE 2 - COST PROPOSAL

Bidders shall complete and return TWO copies of the “Offer of Services” (Appendix “A”) form in Envelope 2.

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

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

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

Both Technical Proposal and Cost Proposal envelopes are to be sealed and submitted together in a third envelope addressed to the Tender Reception address shown on Page 1 of this letter.

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the General Conditions attached hereto as Appendix “D”.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be**

submitted in writing to Osman Zakir of Transport Canada (AFTC), FAX: (613) 991-0854, and must be received **before 12:00 hours (noon) on October 26, 2017**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact (name of contracting specialist) at (telephone number) or by fax at (FAX number).

The lowest or any proposal will not necessarily be accepted.

Yours truly,

Osman Zakir
Team Leader - Materiel and Contracting Services
330, rue Sparks
Place de Ville – Tour C
Ottawa, Ontario K1A 0N5
Tel: 613.991-3687
Fax: 613.991.0854
E-mail: Osman.zakir@tc.gc.ca

Canada

CHECKLIST OF DOCUMENTS

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OFFER OF SERVICES

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APPENDIX "A" - OFFER OF SERVICES

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ **BIN Number** _____

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

1.0 The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Appendix "B".

2.0 The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:

- (i) This Offer form marked Appendix "A", attached hereto and entitled "Offer of Services";
- (ii) Document marked Appendix "B", attached hereto and entitled "Terms of Reference";
- (iii) Document marked Appendix "C", attached hereto and entitled "General Conditions".

3.0 Cost Proposal

3.1 Professional Services and Associated Costs

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

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

	A	B	C
Report Type	(Contract Years 1-5)	Option Year 1	Option Year 2
Transportation outlook studies			
Economic impact studies			
Workforce capacity studies			
Foreign direct investment studies			
Futures-oriented and other related multi-modal policy research			
Strategic counsel/policy advice			
Total All inclusive Average price per report			

Evaluated Price: A +B + C: _____

3.2 Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

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

4.0 Appropriate Law

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

5.0 Tender Validity

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

6.0 Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **four (4)** copies to undertake to undertake the work in accordance with the requirements detailed in the Request for Proposal documents.

(b) **Two (2)** copies of this Offer of Services, duly completed and signed.

OFFERS THAT DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE COSTING FORMAT MAY BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.

7.0 Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2017
In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A-1” - Professional Services

PRICE BREAKDOWN FOR T8080-170161

Bidders shall provide a breakdown of the Fixed Price quoted in Article 3.1 of this Offer of Services in accordance with the following requirements.

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

Initial contract

<u>Resource Category</u>	<u>Hourly Rate per resource</u>	<u>Estimated hours per resource</u>	<u>Total Amount</u>
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1.1 Associated Costs (long distance telephone, reproduction costs, etc.)

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

APPENDIX B – TERMS OF REFERENCE

1. REQUIREMENT

The policy research component of Policy Integration and Research (ACKA), Strategic Policy and Innovation (ACK), Policy Group (AC) has an ongoing requirement to access transportation policy research/advisory services that is of a multi-modal nature. To this end, we are seeking to establish a Standing Offer to enable ACKA to access Transportation Policy Advisory Professional resources for projects on an “as and when required” basis that is multimodal.

Policy Research’s current and future research activities are grouped under two broad categories:

- i. support policy-focused multi-modal research to inform policy development under the department’s Medium-Term Policy Planning (MTP) requirement; and
- ii. develop and contribute policy-focused multi-modal research/analysis to support the implementation of the department’s *Transportation 2030* – a vision of Canada’s future transportation system, developed by ACKA.¹

This Standing Offer will run over the course of the next five (5) years, with an option to extend it for an additional two (2) years thereafter.

2. POLICY CONTEXT

Past reforms of Canada’s transportation policies led to a more market-based environment and generated significant productivity improvements. For instance, productivity in Canada’s transportation sector grew almost 30% compared to -1.1% for the whole economy for the 1986 to 2011 period, stimulated largely by economic deregulation, commercialization of infrastructure, more market-led policies in all modes, and rationalization/better integration of operations. This contributed to the competitiveness of the Canadian economy. Those productivity gains in transportation have now been harvested, and future improvements seem harder to achieve, especially in an increasingly dynamic and volatile commercial environment.

Future increases in Canadian standard of living will depend on improving productivity. The market-oriented policy and regulatory measures that drove these gains (i.e., commercialization, privatization and deregulation) were mode-specific. However, today goods seldom move by a single mode of transportation. The next generation of productivity gains will be based on efficiencies gained through strategic integration across the entire transportation system. This integrated systems approach looks beyond modal limitations when evaluating strategic transportation infrastructure planning and investment. It also acts strategically to take advantage of the convergence of opportunities related to international commerce, transportation and geography.

In general, below is a description of the type of policy research studies as well as nature of the qualitative multi-modal policy research and/or advisory services that the contractors may be called upon to perform to inform and support the department’s MTP needs, Transportation 2030 or other multi-modal policy research requirements. These include:

- i. Transportation outlook studies

¹ The release of the [Canada Transportation Act Review’s Report](https://www.tc.gc.ca/eng/future-transportation-canada.html) in February of 2016 offered a unique platform for engaging Canadians about how federal transportation policy and action can help drive future economic growth, prosperity and global competitiveness. The feedback collected through consultations throughout 2016 helped the Government develop Transportation 2030, a strategic plan to guide the Government of Canada’s work to ensure that Canada’s transportation system supports economic growth and job creation while meeting the highest safety and security standards and reducing its impact on the environment. For more details on Transportation 2030, see <https://www.tc.gc.ca/eng/future-transportation-canada.html>.

Policy research work will provide an assessment of the transportation sector's recent performance, as well as an outlook for its economic and financial performance. A six-year forecast of key indicators, such as prices, gross domestic product, investment and profitability, will be generated for the sector and its component industries. The research work also assesses how macroeconomic factors are influencing the sector's performance, and provides some insights on structural issues that the sector is facing.

ii. Economic impact studies

Policy research work will estimate the total economic footprint of the transportation sector by looking not just at the sector's direct economic impact, but also at its indirect and induced economic impacts. This work examines the direct real gross domestic product of the sector, the demand that the sector creates for its supplier industries (indirect impacts) and the additional demand generated by an increase in income and profits from the transportation sector and its supplier industries (induced impacts). It also assesses some key issues facing the sector.

iii. Workforce capacity studies

Policy research work will examine the transportation sector's workforce trends, challenges and opportunities. It will also identify and evaluate current and future workforce capacity issues and suggest the development of effective strategies for meeting future workforce capacity needs. The research will characterize the current and expected transportation workforce in terms of numbers, demographics and skills at all levels across all modes based on a targeted review of existing literature, other available information as well as original research. As well, research work will investigate the sufficiency and effectiveness of current education, training and recruitment programs at all government levels and industry as the means for attracting new employees to the sector and retaining existing employees. Attention will also be given to the particular problems of employee recruitment and retention in all the transportation modes (i.e., air, marine, rail and trucking) as well as reviewing practical strategies for recruiting, retaining and developing a qualified professional and technical workforce for Canada's transportation sector at all levels, and metrics for assessing these strategies.

iv. Foreign direct investment studies

Policy research work is required to assess global dynamics that will impact trade and investment flows, including long-term trends analysis, along with implications for Canada's transportation systems. For example, policy research work will provide an overview of the amount of foreign direct investment (FDI) in Canada's transportation sector at the year-ends with details regarding the transportation sub-sectors and the source (country/region) of the foreign investment.

v. Futures-oriented and other related multi-modal policy research

Policy research work will identify, catalogue and assess many trends, including, *inter alia*, economic growth, population expansion, climate change, and labour costs could influence current and future freight demand and transportation patterns. Attention will also be given to examining emerging market structures among transportation carriers, restructuring of carriers and their markets arising from regulatory changes, technological developments and global trends as well as capturing system performance, data collection and analysis technologies. Policy research work will also include an examination of emerging new trade routes to, *inter alia*, diversify sea routes to mitigate strategic vulnerabilities resulting from global maritime transit chokepoints (e.g., Strait of Hormuz, Strait of Malacca and Suez Canal). The impact of the expansion of the Panama Canal and possible Arctic sea routes are additional issues that will be examined.

vi. Strategic counsel/policy advice

While the consulting team is expected to possess a solid multi-modal and inter-modal understanding

of transportation, an equally important requirement for the Department, is that the firm have the ability to provide strategic counsel to advance multi-modal policy development and direction. A good background in transportation policy development is an additional knowledge requirement that this Standing Offer is requiring.

Policy-focused research will continue to inform policy development under MTP exercise and Transportation 2030. It will also continue to add value and stay relevant by applying a multi-modal and strategic lens to departmental policy initiatives. Topics for planned/future research will be further adjusted as per evolving Policy Group and departmental priorities.

3. TASK REQUISITIONS REQUIRED

The Offerors for the Multi-Modal Transportation policy research and/or advisory services will undertake a number of policy-oriented qualitative research/tasks and provide advice on an as-requested basis.

Specific statement of work (SOW) will be developed for each call up and attached to each request. Under call up requests, the Contractor may be required to provide the following service streams for multi-modal policy research:

- i. Transport outlook and economic impact studies;
- ii. Workforce capacity studies;
- iii. Foreign direct investment studies;
- iv. Futures-oriented and other related multi-modal policy research; and
- v. Strategic counsel/policy advice.

TASK REQUISITION PROCESS

PROJECT AUTHORIZATION

An authorized officer from the Policy Research Component of ACKA will identify a particular transportation policy area requiring examination. A Task Requisition will be issued for each project to be done.

All work must be authorized and approved by the Project Authority by means of a call-up/contract. Any change or amendment to an agreed upon scope of work must also be authorized by the Project Authority and agreed to, in writing, by the respective Contractor. All Task Requisitions are to be signed, indicating compliance, by both TC and the Contractor.

TC will prepare and issue Task Requisitions to all Contractors on the Standing Offer.

TASK REQUISITION PROCESS/CALL-UP REQUEST

Once the standing offer is awarded, the offerors will be ranked from highest to lowest in order of total score (technical and financial combined). The standing offer will operate on a right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If

that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

Each Task Requisition will include a Statement of Work (SOW) detailing all the requirements and the deliverables. The SOW will be sufficiently detailed to assist the Contractor(s) with the completion of their response(s) to the task requisition.

Contractors shall submit, within two (2) business days, any questions concerning the Task Requisition. TC will attempt to respond to questions in a timely manner and this information will be communicated to all the listed Contractors on the Standing Offer Agreement. If a Contractor is unable to respond to any task requisition, they are to notify TC immediately so that the next ranked Offeror can be confirmed to accept the tasks and submit a response.

The Contractors must also provide within the time specified in the Task Requisition a statement indicating whether they have a conflict of interest in relation to the proposed assignment. Failure to do so might result in the permanent removal of the name of the firm from the Standing Offer List. After receipt of answers and/or clarifications, Contractors will have the five (5) days from receipt of the Task Requisition to submit a formal response to complete the Task Requisition.

Responses must include complete resource level and price details. The proposed work and pricing may be negotiated prior to commencement of work. Responses must include the following:

- Price proposal (labour, travel & living) which may be per diem rates and or fixed price:
 - Number of days required per resource type;
 - Name(s) and category/categories of the person(s) proposed for the task (proposed resources must meet the Personnel Qualifications for the category/categories in which they are proposed and must be part of the Standing Offer);
 - List of deliverables and schedule; and
 - Any other information as requested in the Task Requisition request.

Responses will be approved on the basis of understanding the subject matter, management of the work, proposed methodology, firm and team experience, quality of the response, and cost.

The selected Contractor will be advised via a signed Call up to proceed with the work.

4. CONTRACT PERIOD

The duration of this Standing Offer will be five (5) years: July 31, 2017 to May 31, 2022, with an option to extend it an additional two (2) years thereafter.

5. LOCATION OF WORK AND TRAVEL

In most cases, the location where the required services (work) will be delivered will be from the Contractor's own business site. However, depending on specific tasks, there may be occasions where actual work might be performed in TC facilities. When asked to work on-site at TC facilities, the Project Authority undertakes to provide the tools necessary to support the work. These tools may include, among others, workstation, hardware and software and office supplies.

Most work is planned to take place in the National Capital Region, however, in rare cases, individual

Task Requisitions may have a travel component at which time provisions for reimbursement will be made in the task requisition. No travel expenses will be incurred by Contractor(s) unless preapproved.

6. LANGUAGE REQUIREMENTS

Proposed resources must be able to effectively communicate in the English language.

7. SECURITY REQUIREMENTS

No Security requirements.

8. CONFIDENTIALITY

The successful proponent agrees to hold as confidential and shall not disclose to any person any information gathered through assignment(s) or the knowledge of pending assignments. The only exception is if and only if that disclosure of such confidential information is necessary for the performance of the duties of the contract. If any resource provided by the proponent deliberately or through negligence, discloses any information to an unauthorized person the contract may be terminated.

9. PROJECT AUTHORITY

The Project Authority will be named at contract awarding. The Project Authority will always authorize any proposed changes to requirements in writing.

10. IMPOSED CONSTRAINTS

Any and all information provided to the Contractor by the Department and any products to be delivered, as part of a specific requirement/task will be the sole property of TC. Distribution or reproduction of content without the authorization from TC is strictly prohibited.

a. Project Deliverables and Compatibility of Deliverables

All final reports submitted by the Contractor will be written in English and will be at least 35-45 pages in length, but could be more depending on specific tasks/requirements. All final reports will be written in an easy to read format with charts and exhibits to emphasize key findings. It will also contain an executive summary reviewing the report's key findings.

As part of the contract, TC will also receive a one-hour presentation of the final results of the project at its offices in Ottawa. As part of this presentation, TC will receive in advance an electronic copy of the slide deck that will be presented.

Report Documentation shall be provided in a Word 2013 compatible format (currently). Any associated data tables will be delivered in Excel 2013 for Windows format (currently).

b. Quality Control

To ensure product quality, and as part of its due diligence process, the Policy Research component of ACKA, follows a two-step review, validation and refinement process for all its commissioned policy research reports with TC Groups to verify and update available information as appropriate as well as to identify key information errors or omissions. For instance, following the

delivery of the first draft report by the Contractor, ACKA will then distribute it to implicated departmental groups and directorates for review and comment for 15 calendar days. Once all departmental feedback is received, ACKA will then compile and forward them to the Contractor for review and report revision. The Contractor will have seven calendar days to perform this task. Following receipt of a revised draft final report, ACKA will then distribute it once again to the same implicated departmental groups and directorates for additional review and comment for seven calendar days. Once all departmental feedback is received, ACKA will then compile and forward them again, if any, to the Contractor for additional review and report revision. The Contractor will have five calendar days to perform this task and deliver a final report. Full payment is then authorized upon the successful delivery of the final report, on time, budget and quality.

Not only does this ensure product quality, it also enhances the legitimacy and credibility of the final report. Equally important, this multiple review and validation approach is part of ACKA's due diligence process to help ensure that its socio-economic/policy research initiatives are aligned with current and future departmental priorities; contributes to avoiding duplication of efforts; and facilitates the identification of synergies among groups having socio-economic research responsibilities. This quality control helps to ensure commissioned policy research studies withstand both internal and external scrutiny.

c. Ownership of Work

Any and all information provided to the Contractor by the Department and any products to be delivered by way of a task requisition shall remain the sole property of TC since such multi-modal policy research requirement(s) will be undertaken to generate knowledge and information to inform departmental policy discussions, development, and directions as well as for public dissemination. Information shall not be divulged to any agency other than TC for any purpose.

d. Publication Rights

All deliverables associated with the project shall be the property of Her Majesty, represented by TC-ACKA. Upon publication or provision of public access of these deliverables by TC, the Contractor will be at liberty to use the information contained within the TC publication for subsequent publications (e.g., conference papers) with the provision that reference credit is given to TC. In lieu of Client publication or grant of public access of the Final Report, the contractor may seek advance written permission to publish an extract (or derivative) of the work, subject to Client approval. The contractor will agree to provide an advance copy of all these subsequent publications to the Client for prior approval.

e. Meetings with Client

All meetings with the Project Authority (Client) may be made through conference call if necessary.

f. Reporting Requirements

One (1) electronic copy of each of the Interim Deliverables is to be provided to the Project Authority. Seven (7) hard copies of the Final Deliverable are to be provided to the Project Authority. In addition, an electronic version of the Final Deliverable and any associated material (in Word, PowerPoint, and Excel formats) should be provided to the Client.

g. Publication Standards

All reports shall be prepared in English. The final deliverable should be of a high standard of readability. The draft deliverables are not expected to be professionally edited, but are nevertheless expected to be of high quality.

11. REPORTING

When accepting a task, the Contractor shall be responsible for providing regular reports to the Project Authority and shall maintain accurate and complete records of decisions for all stages of the project.

A summary report of activities and expended level of effort shall be provided every month by the Consultant to the Project Authority. This report will list the task requisitions they have been awarded and the status of work completed.

12. PRICING

All work will be billed on a fixed costs basis, with billing completed following acceptance of the final report. Payment will be made during a normal 30-day term.

Vendors are responsible for structuring their workflow and allocating appropriate and qualified resources to each project. For example, each requirement (i.e., each project) will involve an estimated 20.5 days, roughly 4.5 days for the Senior Consultant and 16 days for the Intermediate Consultant.

Senior Consultant: Estimated Cost: \$1,500 per day.

Intermediate Consultant: Estimated Cost: \$1,100 per day.

The total cost of each project will be provided by the Vendor and the breakdown of costs will be presented for each activity in table format in the Vendor's proposal.

Travel and living expenses will be paid based on, then current, Treasury Board guidelines. No travel and living expenses will be paid for work done within a 50 km radius of Ottawa, Canada. Travel and living expenses must be, authorised by the Project Authority.

EVALUATION CRITERIA AND PROCESS

Proposals will be evaluated by a team of experts who will first, score proposals against the following criteria:

1. Mandatory Requirements
2. Rated Requirements.
3. Costs.

Step 1 – Mandatory requirements

- Bidder's proposal must meet all of the mandatory requirements before proceeding to the following steps.

Step 2 – Rated requirements

- Bidder's will be evaluated according to the rated requirements. The elements that do not meet the minimum requirement of 70% will be disqualified from the submission.

Step 3 – Costs

- Costs will be taken into account in the overall evaluation of the submission in terms of the best value for the Crown. The average price per report will be calculated for evaluation purposes.

APPENDIX C – EVALUATION CRITERIA

- Curricula vitae of all personnel and other professional expertise to be utilized in the execution of any tasks assigned under any resulting call-up. The resume must clearly identify the candidate's work history detailing where they worked, the duration of relevant assignments and their associated roles and responsibilities, the number of years of the specific experience related to transportation policy services or other related consulting services.
- A table, giving to and from dates, which describes the projects on which the proposed personnel and other professional experts have gained the specific experience.

Mandatory Requirements

Note: bids that do not comply with each and every mandatory requirement will be considered

non responsive and be disqualified.

REQUIREMENTS		REFERENCED SECTION/PAGE IN BID
M1	The Bidder must demonstrate that the proposed resource has ten (10) years of experience, within the past thirteen (13) years, specific to having conducted large-scale, multi-modal transportation and transportation-related policy research on a sustained and systematic basis, including in the fields of economics, economics modeling, forecasting and analysis, industry trends and developments, public policy issues and international business. In addition, all key members must possess academic and/or professional qualifications appropriate to their role on the team, at a minimum a Master's of Arts in Economics and/or Masters in Business Administration.	
M2	The Bidder must demonstrate that the proposed resource has ten (10) years of experience, within the past thirteen (13) years, working within a rapid development multi-modal policy research environment with strict timeframes, changing priorities and evolving business requirements.	
M3	The Bidder must demonstrate that the proposed resource has a minimum ten (10) years of experience, within the past thirteen (13) years, having undertaken and managed multi-modal transportation policy consulting services. Factors to be put in evidence and that will be considered include: methodology, framework used, quality control performed, timeframe, scope of project, complexity, value added, and relevance to transportation.	

Rated Requirements

Note: The proposed resource must attain the minimal total technical requirement score for their resource category; otherwise, the entire bid will be disqualified.

REQUIREMENTS	MAX	RATING	REFERENCE SECTION/PAGE IN BID
R1	25	5 points per completed project 1 completed project = 5 points 2 completed projects = 10 points 3 completed projects = 15 points 4 completed projects = 20 points 5 completed projects = 25 points	

	leader proposed for the current SO), including a brief description of the project's objectives, and what made the project successful, the duration, the budget and the client for whom the work was done. The bidder must provide this information using the form attached in Annex 2. Clients may be contacted to validate and verify information.			
R3	The Bidder should demonstrate that the proposed resource has experience, within the past ten (10) years, in the design, development and management of multi-modal transportation policy consulting services regarding multi-modal transportation policy research across the full-spectrum of freight and passenger transportation sectors, including air, rail, marine and trucking. This should include: evidence of methodology and framework used, quality control performed, timeframe, scope of project, complexity, value added, and relevance to transportation.	25	1 to <3Years = 5 points 3+ to <5 Years = 10 points 5 to <7 Years = 15 points 7+ to <9 years= 20 points 9+ years = 25 points	
R4	The Bidder must demonstrate a proven track record of project management and coordination experience. This will include: i) effective method of monitoring, reporting and reviewing the schedule and quality of work; ii) effective method of coordinating work of project team and others on the project; and effective means to present issues, interim results, and final deliverables.	25	1 to <3Years = 5 points 3+ to <5 Years = 10 points 5 to <7 Years = 15 points 7+ to <9 years= 20 points 9+ years = 25 points	
R5	The Bidder must demonstrate experience with transportation policy advisory services and other related experience in the transportation sector. Bidders must clearly indicate where the supporting information for each of the resource(s) can be found.	25	1 to <3Years = 5 points 3+ to <5 Years = 10 points 5 to <7 Years = 15 points 7+ to <9 years= 20 points 9+ years = 25 points	

	Total Points		<i>MAXIMUM POINTS: 100</i>	
	Minimum Pass Mark 70 The proposed Resource must achieve the minimum pass mark of the total possible mark.		<i>MINIMUM POINTS: 70</i>	

ANNEX 2: PROJECT DESCRIPTION FORM

Using the format outlined below, please provide a description of relevant projects, of similar scope. Please use a separate sheet for each project.

BIDDER IDENTIFICATION

Bidder's Name:	
-----------------------	--

PROJECT DESCRIPTION

Project Title:			
Project Duration		Project Budget	
Client's Name		Location	
		Contractor's Team Leader	
Objectives of Project/Mandate:			
Description of what made the project successful:			

APPENDIX D – GENERAL CONDITIONS

GENERAL CONDITIONS PROFESSIONAL SERVICES

1. INTERPRETATION

In the Purchase Order,

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

2. PRIORITY OF DOCUMENTS

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

3. SUCCESSORS AND ASSIGNS

The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. ASSIGNMENT, SUBCONTRACTING AND NOVATION

- 4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
- 4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. TIME OF THE ESSENCE

- 5.1. Time is of the essence of the Contract.
- 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. INDEMNIFICATION

- 6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.
- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. NOTICES

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

8. TERMINATION OR SUSPENSION

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.
- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with

any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.

- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. RECORDS TO BE KEPT BY CONTRACTOR

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT**

- 11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

- 11.2. Technical documentation shall contain the following copyright notice:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY THE MINISTER OF TRANSPORT**

- 11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.

12. **CONFLICT OF INTEREST AND POST-EMPLOYMENT MEASURES**

- 12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
- 12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.
- 12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

13. CONTRACTOR STATUS

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

14. Warranty by Contractor

- 14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

15. Member of House of Commons

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

16. Amendments

- 16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.
- 16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any

change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

- 19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General or Canada and given for payment of an amount due and payable,
 - 19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and
 - 19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.
- 19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.
- 19.4. The Minister shall not be liable to pay interest on overdue advance payments.

20. Schedule and Location of Work

- 20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.
- 20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Terms of Reference.

21. No Other Benefits

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

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

- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.
- 23. Minister's Responsibilities**
- The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.
- 24. Certification - Contingency Fees, Criminal Code, Public Disclosure**
- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;
- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and
- 24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
- 24.6. In this Article:
- 24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

APPENDIX E – INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

7. TENDER SECURITY

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".
- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

8. CONTRACT SECURITY

- 8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".
- 8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

9. INSURANCE

- 9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".
- 9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the

tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

13. INCOMPLETE TENDERS

- 13.1. Incomplete or conditional tenders **will** be rejected.
- 13.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender **will** be rejected.
- 13.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

14. REFERENCES

The Minister reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as the Minister may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

The lowest or any tender will not necessarily be accepted.

APPENDIX F – REQUIREMENTS FOR SIGNATURE**CONTRACTS AND OTHER LEGAL DOCUMENTS****REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY**

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation duly incorporated under the laws of _____ and having a head office and principal place of business at _____.	By the representative(s) duly authorized by a resolution of the board of directors.
PARTNERSHIP (two or more partners)	(1) (name), (occupation), (address) of each acting partner carrying on the partnership business. (2) If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.	By one or more partners duly authorized to sign on behalf of partnership.
SOLE PROPRIETORSHIP (single individual enterprise)	(1) (name), (occupation), (address) of individual carrying on business under his/her personal name. (2) If the business is carried out under a “trade name”, the trade name may be included after the name of the sole proprietor such as: “Mr. X carrying on business under the name and style of _____”.	By the sole proprietor. By the sole proprietor under the trade name: ex. X reg. By: _____ (X’s signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.	By the municipal officer(s) authorized by a resolution of the Municipal Council.

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of:

- (a) leases in excess of three years or any other disposition of land or an interest therein; and
- (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

* *Statute of Frauds*, R.S.O., 1990, c.S.19, ss 1, 2 and 3.

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(PROVINCE OF QUEBEC)**

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.	By the representative(s) authorized by a resolution of the board of directors.
PARTNERSHIP		
(I) General Partnership two partners or more (persons or legal persons)	Name and type of the partnership contained in the Declaration of Partnership, having its head office at _____, Province of Quebec.	By one or more partner(s) duly authorized to sign on behalf of partnership.
(II) Limited Partnership two partners or more (person or legal persons)	Same as above.	By one or more general partner(s).
(III) Undeclared Partnership two partners or more (persons or legal persons)	(name) and (domicile) of each partner carrying on business in an Undeclared Partnership.	By each of the partners.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name. If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor. By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
MUNICIPALITY	(name of municipality), incorporated under the laws of the Province of Quebec, herein acting through and represented by (name), one of its officer(s) duly authorized by a resolution of its Council adopted on the _____ day of _____, 2_____.	By the municipal officer(s) authorized by resolution of the Municipal Council.

COMMENTS:

In Quebec, the seal is not required and adds nothing to the document. Any such requirement on a blank form can be ignored.

APPENDIX "G" - EXAMPLE OF RETURN ENVELOPE

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR MULTI-MODAL TRANSPORTATION POLICY RESEARCH/ADVISORY SERVICES
NUMBER - NUMÉRO T8080-170161
DATE DUE - DÉLAI October 31, 2017 at 14.00 h EDT

TENDER - SOUMISSION

TENDER RECEPTION

Transport Canada
Mail Operations – food court
Place de Ville Tower "C"
330 Sparks Street
Ottawa , Ontario (K1A 0N5)