



Transport
Canada

Transports
Canada

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

September 26, 2017

Subject: Request for Proposal T8080-17019 - ICS Training

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Services for ICS Training for one (1) year commencing from contract award in accordance with the Terms of Reference attached hereto as Appendix "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-170194**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Mail Room Operations – 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.) Ottawa local time on November 6, 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 "B".

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

- an indication of an understanding of the requirements and responsibilities of the

project;

- a summary of company experience directly related to the Terms of Reference;
- names of a minimum of three (3) resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- Insurance liabilities and drivers records as defined in Terms of Reference;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

ENVELOPE 2 - COST PROPOSAL

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

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

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

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

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

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

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the Supplemental Conditions for Confidentiality 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, Transport Canada, FAX: (613) 991-0854, e-mail osman.zakir@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on October 30, 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 Osman Zakir at 613-991-3687 or by fax at 613-991-0854.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

- a) Cancel the bid solicitation at any time;

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

By submitting a proposal, the Bidder acknowledges Canada's rights under this section and waives any right, or cause of action, against Canada by reason of Canada's failure to accept the proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise".

Yours truly,

Osman Zakir
Transport Canada
Team Leader
275, Sparks Street
Ottawa, Ontario - K1A 0N5
Tel.: 613-991-3687
Fax: 613-991-0854
E-Mail: osman.zakir@tc.gc.ca

Canada

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: ICS Training

OFFER SUBMITTED BY:

(Name of Company)

(Complete Address)

GST Number _____ **PBN Number** _____

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

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

3. Period of Services

The Contractor hereby offers to perform the services until March 31, 2018 commencing upon contract award.

Any contract concluded as a result of the acceptance of this offer will be awarded for the specified period above.

4. Cost Proposal

4.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Statement of Work. 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". All rates are in Canadian Funds.

REQUIREMENT 1: Pacific Region Deliveries

City	# of Deliveries	Timelines	Language	Estimated Level of effort (including delivery, prep & follow up)
Vancouver	5	<ul style="list-style-type: none"> 5 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	English	12.5 days
Total for PAC	5			12.5 days

Total: _____

REQUIREMENT 2: Prairie & Northern Region Deliveries

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Winnipeg	3	<ul style="list-style-type: none"> 3 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period 	English	7.5 days
Edmonton	2	<ul style="list-style-type: none"> 2 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period 	English	5 days
Total for PNR	5			12.5 days

Total: _____

REQUIREMENT 3: Ontario Region Deliveries (including HQ)

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Toronto	4	<ul style="list-style-type: none"> 4 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over 	English	10 days

		the length of the contract period		
Ottawa	5	<ul style="list-style-type: none"> 5 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	English	12.5 days
Sarnia	1	<ul style="list-style-type: none"> 1 delivery between November 2017 and March 7, 2018 	English	2.5 days
Total for ON	10			25 days

Total: _____

REQUIREMENT 4: Atlantic Region Deliveries

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Moncton	4	<ul style="list-style-type: none"> 4 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	English	10 days
Saint John's Nfld	1	<ul style="list-style-type: none"> 1 delivery between November 2017 and March 7, 2018 	English	2.5 days
Total for ATL	5			12.5 days

REQUIREMENT 5: Quebec Region Deliveries

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Montreal	4	<ul style="list-style-type: none"> 4 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	French delivery but able to speak English	10 days
Quebec City	1	<ul style="list-style-type: none"> 1 delivery between November 2017 and March 7, 2018 	French delivery but able to speak English	2.5
Total for QC	5			12.5 days

Total: _____

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

An all-inclusive fixed price of :

\$ _____
(GST/HST extra)

4.2 Travel Expenses

To be included in all-inclusive price.

4.3 Method of Payment

Payment will be made upon completion of all services to the satisfaction of the Departmental Representative, and upon receipt of an invoice submitted in accordance with the instructions provided in any contract concluded as a result of the acceptance of this offer.

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

5. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.

6. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

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

7. Appropriate Law

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

8. Tender Validity

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

9. Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the Request for Proposal documents.
- (b) **Two (2)** copies of this Offer of Services, duly completed and signed.

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

10. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 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 – ICS Training

PRICE BREAKDOWN FOR T8080-170194

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

1. Requirement #1 - Professional Services (Pacific Region Deliveries.)

Initial contract

<u>Resource's name</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.)

2. Requirement # 2 - Professional Services (Prairie & Northern Region Deliveries)

<u>Resource's name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
------------------------	---------------------------------	--------------------------------------	---------------------

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

3. Requirement #3 - Professional Services (Ontario Region Deliveries (including HQ))

<u>Resource's name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
------------------------	---------------------------------	--------------------------------------	---------------------

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

4. Requirement # 4 - Professional Services (Atlantic Region Deliveries.)

<u>Resource's name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
------------------------	---------------------------------	--------------------------------------	---------------------

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

5. Requirement #5 - Professional Services (Quebec Region Deliveries)

<u>Resource's name</u>	<u>Hourly Rate per resource</u>	<u>*Estimated hours per resource</u>	<u>Total Amount</u>
------------------------	---------------------------------	--------------------------------------	---------------------

5.1 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/SELECTION CRITERIA

1. Background

Transport Canada (TC) is in the process of implementing the internationally recognized Incident Command System (ICS), a standardized methodology designed to enable effective, efficient, and interoperable response to wide-ranging events.

There is an immediate need for ICS training across the regions and at HQ at the I-200 level. TC has done an analysis of these immediate needs and they are reflected in this Statement of Work.

2. Objectives

The objective is to hire a consultant or consultants to deliver ICS training at the I-200 level to TC employees across Canada in a multi-agency format.

3. Services/Actions Required

The work articulated in this Statement of Work has been subdivided into five separate requirements. Bidders wishing to bid on more than one of the requirements should submit separate bids for each requirement.

For each of the five separate requirements (deliverables outlined in Section 5 of this document), the consultant(s) will be responsible to:

- Read TC’s ICS Concept of Operations for Response within 3 days of contract award (and email Project Authority to confirm that it’s been read and to ask any questions of clarification as required) in order to be better positioned to respond to the questions of TC personnel with regard to their application of ICS.
- Participate in kick-off meeting, in person or via video-conference, with Project Authority or designate within one week of contract award.
- Provide a workplan within 1 week of contract award identifying which resources will deliver which I-200 courses on which dates in which locations (in keeping with timelines, locations and languages identified in Section 5 of this document) for approval by Project Authority.
- Provide I-200 course materials to Project Authority or designate within 1 week of contract award.
- Make any changes required to the course material if requested by the Project Authority and provide final version back to Project Authority at least 2 weeks prior to each delivery.
- Deliver each of the I-200 courses (including administration of final exams) over 2 full days (14 hours of course material, not including breaks) to TC personnel along with course participants from other agencies/communities.
- Provide course participants with course evaluation and return completed evaluations along with consolidated feedback to Project Authority.
- Track and report back (after each course delivery) to Project Authority any noteworthy questions or concerns that come up during course delivery regarding TC’s use of ICS.
- Document, track, and report back to the Project Authority within 5 business days a complete list of course participants for each course delivery (including other agency participants) including an indication of which participants were successful or not.
- Travel to and from course locations as needed.
- Provide course certificates to participants (within 5 business days) who successfully complete courses and pass the exam.

- Administer and evaluate any follow up exams that may be required for participants who are not successful in their first attempt at the exam.

4. Scope

- All work will be in adherence to the Values and Ethics Code for the Public Sector <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25049>.
- All work will be in adherence to all confidentiality requirements and best practices.
- All I-200 course materials will adhere to ICS Canada standards or similar standards recognized by another ICS authority, to the satisfaction of the Project Authority;
- Course delivery will take place over two full days (14 hours of course hours, not including breaks) including interactive exercises to maximize student participation.
- Project Authority will determine the number of participants per delivery, not to exceed 24 per course delivery.
- Each course will be delivered by a single instructor.
- TC will be responsible for logistics/coordination including:
 - Reserving appropriately equipped rooms
 - Sending out training invitations and generating participant lists for each I-200 delivery
 - Requesting confirmation of successful completion of I-100 prior to loading any participant on an I-200 course
 - Ensuring that all participants have successfully completed the I-100 prior to attending the I-200.
 - Coordinating travel required for TC personnel to attend training
 - Providing consultant with any guidance and limitations with regard to consultant travel
- Consultant(s) will make their own travel and accommodations arrangements in keeping with guidance and directives as provided by the Project Authority.
- Training seats will be made available to other government departments and interagency representatives.
- Each delivery will be in accordance with the language requirements outlined in Section 5 of this document.
- Project Authority reserves the right to determine whether a delivery is required, based on participation numbers.

5. Milestones/Delivery Schedule and Estimated Level of Effort

The below milestones and deliveries have been subdivided into five separate requirements. Bidders wishing to bid on more than one of the requirements should submit separate bids for each requirement.

Based on an estimated start date of November 1, 2017, the consultant's resource(s) will be expected to provide the following services/products in keeping with the below dates:

REQUIREMENT 1: Pacific Region Deliveries

City	# of Deliveries	Timelines	Language	Estimated Level of effort (including delivery, prep & follow up)
Vancouver	5	<ul style="list-style-type: none"> • 5 deliveries between November 2017 and March 7, 2018 • Deliveries to be spread out over the length of the contract period. 	English	12.5 days
Total for PAC	5			12.5 days

REQUIREMENT 2: Prairie & Northern Region Deliveries

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Winnipeg	3	<ul style="list-style-type: none"> 3 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period 	English	7.5 days
Edmonton	2	<ul style="list-style-type: none"> 2 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period 	English	5 days
Total for PNR	5			12.5 days

REQUIREMENT 3: Ontario Region Deliveries (including HQ)

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Toronto	4	<ul style="list-style-type: none"> 4 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period 	English	10 days
Ottawa	5	<ul style="list-style-type: none"> 5 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	English	12.5 days
Sarnia	1	<ul style="list-style-type: none"> 1 delivery between November 2017 and March 7, 2018 	English	2.5 days
Total for ON	10			25 days

REQUIREMENT 4: Atlantic Region Deliveries

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Moncton	4	<ul style="list-style-type: none"> 4 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	English	10 days
Saint John's Nfld	1	<ul style="list-style-type: none"> 1 delivery between November 2017 and March 7, 2018 	English	2.5 days
Total for ATL	5			12.5 days

REQUIREMENT 5: Quebec Region Deliveries

City	# of Deliveries	Dates	Language	Estimated Level of effort (including delivery, prep & follow up)
Montreal	4	<ul style="list-style-type: none"> 4 deliveries between November 2017 and March 7, 2018 Deliveries to be spread out over the length of the contract period. 	French delivery but able to speak English	10 days
Quebec City	1	<ul style="list-style-type: none"> 1 delivery between November 2017 and March 7, 2018 	French delivery but able to speak English	2.5
Total for QC	5			12.5 days

6. Travel Expenses

Travel may be required and eligible costs will be recoverable in accordance with the Treasury Board Travel Directive. http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

7. Payment Schedule

Payments associated with these requirements will be done based on deliveries of courses. Payments for any of the requirements will not be done on a fixed payment basis. Although approximately five course deliveries are anticipated for each region and for Headquarters, if, for any reason, fewer deliveries actually occur, payment will only be made for the deliveries that occur. The consultant(s) will submit an invoice within one week following the end of each course delivery to be paid within 30 days of receipt.

8. Method and Source of Acceptance

All deliverables and services rendered under any Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction (or potential re-delivery) before payment will be authorized.

9. Change Management Procedures

In the event that the Project Authority requires changes to either:

- the number of deliveries for any of the five requirements, or
- the location of deliveries for any of the five requirements, or
- the dates for the deliveries for any of the five requirements,

the Project Authority will notify the consultant(s) immediately to determine whether the requested change can be accommodated.

In the event that the Project Authority is dissatisfied with an instructor's delivery of the I-200, the Project Authority will allow the consultant an opportunity to replace the resource before considering the option to terminate the contract.

No increase in the total liability of Canada or in the price of work resulting from any design changes, modifications or interpretations of specifications, made by the Consultant, will be authorized or paid to the Consultant unless such changes, modifications or interpretations, have been approved, in writing, by the Contract Authority, prior to their incorporation into the Work. The Consultant shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contract Authority in writing.

10. Terms of Contract

The period of the contract is 5 months with an estimated start date of November 1, 2017 and an end date of March 31, 2018.

11. Constraints

All tasks, services and deliverables must be completed prior to March 31, 2018. All course deliveries to be complete by March 7, 2018, and all invoices and travel claims to be received by March 14, 2018.

12. Confidentiality

The consultant will hold in confidence and will not share outside of TC any of the information to which they become privy and which should not be shared outside of TC.

13. Security Clearance

No specific levels of security clearance are necessary for these requirements.

14. Department Contact Information

Project Authority: To be named at contract award

Evaluation Criteria for I-200 Training Delivery 2017/18 for Transport Canada – FOR ALL REQUIREMENTS 1-5 (PACIFIC, PNR, ONTARIO, ATLANTIC, QUEBEC)

BID SELECTION PROCESS

1.0 Introduction

The Bid Performance Review Committee will evaluate bids, which have been received by the closing date and time stipulated in RFP on the basis of the contents of the Bidder's submitted proposal and NOT on any prior knowledge or experience with the Bidder or the Bidder's work. It is, therefore, the Bidder's responsibility to ensure the proposal is complete, clear and that it provides sufficient detail to allow the evaluators to assess it on the basis of the **Mandatory Requirements** and **Point Rated Requirements** contained herein. Relevant supporting documents should be provided when required as appendices.

The bid performance review process has three main components:

- 1) Assessment of the Technical Proposal against **Mandatory Requirements**;
- 2) Assessment of the Technical Proposal against **Point-Rated Requirements**; and,
- 3) Assessment of the Cost/Price Proposal.

Each of these is summarized below.

1.1 Mandatory Requirements

Proposals will be evaluated first on the basis of the Mandatory Requirements. **Bidders must pass ALL of the Mandatory Requirements** in order to be considered further. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in the proposal being deemed non-compliant and ineligible for any further consideration or performance review. Dependent upon the successful meeting of these requirements by the Bidder, proposals will be assessed on the basis of the Point-Rated Requirements.

1.2 Point Rated Requirements

The value of the Technical Proposal performance review is 70% of the overall score for the submission.

1.3 Cost/Price Proposal

When the responsive Technical Proposals are evaluated and rated, the price envelopes will be opened and their Cost/Price Proposals evaluated and scored.

The value of the Cost/Price Proposal performance review is 30% of the overall score for the submission.

2.0 Mandatory Requirements

2.1 Method of Evaluation

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by Bidders to meet any of the mandatory requirements will render the Bidder’s proposal **non-compliant**. The treatment of mandatory requirements in any procurement process is absolute.

Proposals must meet **all** the mandatory requirements described below. These will be evaluated as either “Yes” or “No”. Proposals receiving “No” for any mandatory requirement will *not* be considered further.

2.2 Mandatory Requirements

The Bidder’s proposed resources must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

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

For the project as experience, the following information must be identified on the proposed resource’s resume:

- a) The name of the client organization (to whom the services were provided);
- b) The name, title, telephone number and e-mail address of the Project Authority;
- c) A brief description of the type and scope of services that meets the identified criteria provided by the specific resource;
- d) The deliverables provided as part of the work; and
- e) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder’s Proposal
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Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	<p>Recognition as a qualified ICS instructor. The bidder must demonstrate that <u>each</u> of the proposed resources for I-200 delivery is recognized as a qualified ICS instructor by either:</p> <ol style="list-style-type: none"> 1. an Authority Having Jurisdiction (AHJ) in a province or territory 2. a federal department or agency recognized by ICS Canada as an AHJ 3. another ICS authority. <p>Copy of a letter, certification or other proof issued by the appropriate authority should be attached to the proposal.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>Experience delivering I-200 ICS training</p> <p>Resource(s) proposed by the Bidder for course delivery must have experience delivering the I-200 (or higher level ICS training) in the last five (5) years.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Operational experience using the Incident Command System</p> <p>Resource(s) proposed by the Bidder for course delivery must have experience in the last 15 years using ICS operationally for incident(s)/event(s) including exercises.</p> <p>Proposal should indicate the incident/event/exercise (including dates), which role(s) they have filled and for</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	what duration (ie. One day, one month, etc.)		

3.0 Point Rated Requirements

3.1 Method of Evaluation

The point system is used to rate criteria for such items as experience of the proposed Bidder, proposed personnel, resources available for the project, and understanding of the scope and methodology that will be used.

3.2 Point Rated Requirements

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

For each project that is cited as experience, the following information must be identified:

- a) The name of the client organization (to whom the services were provided);
- b) The name, title, telephone number and e-mail address of the Project Authority;
- c) A brief description of the type and scope of services that meets the identified criteria provided by the specific resource;
- d) The deliverables provided as part of the work; and
- e) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
R1	Proposed approach, workplan and schedule The Bidder must provide in their technical proposal a proposed workplan and schedule in sufficient detail to	20	

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	<p>show how it relates to the services required, the scope of the project, the tasks, deliverables and timelines identified in sections 3-5 of the Statement of Work (SOW). It should include:</p> <ul style="list-style-type: none"> a) Clear dates and locations of the proposed deliveries with clearly identified resources for each delivery and a clear indication of how the resources meet the required criteria. (5 points for excellent, 2.5 points for adequate, 0 points for inadequate) b) The work plan, project schedule, and estimated level of effort cross referenced against all work elements and outputs identified in sections 3-5 of the SOW; (15 points for excellent, 7.5 points for adequate and 0 points for inadequate) <p>Evaluation Grid:</p> <p>The Bidder's proposed workplan and schedule, as outlined in their technical proposal will be evaluated as follows:</p> <p>20 points = Excellent (clear, thorough) plan; sufficient detail to provide understanding of work; addresses all aspects of work outlined in the SOW, including well-spaced distribution over span of contract; no gaps in information.</p> <p>10 = Adequate plan; sufficient detail to provide</p>		

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	<p>understanding of work; addresses most aspects of work from SOW; plan for proposed resources addresses overall needs but leaves some questions; minor weaknesses/gaps in information.</p> <p>0 = Inadequate plan or no plan; insufficient detail to provide understanding of work; does not address most aspects of the work outlined in the SOW; plan for proposed resources leaves many concerns and questions; significant weaknesses/gaps in information.</p>		
R2	<p>Experience delivering ICS training (at the I-200 level or above) to federal government departments/agencies or other non-first responder communities.</p> <p>Resource(s) proposed by the Bidder for course delivery should have experience delivering ICS training (at the I-200 level or above) to non-first responder communities such as, but not limited to, federal government departments/agencies.</p> <p>Evaluation Grid: For each training delivery meeting the criteria in the last ten (10) years four (4) points will be assigned to a maximum of twenty (20) points overall.</p>	20	
R3	<p>Experience in providing ICS training or coaching to regulatory or transportation organizations.</p>	10	

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
	<p>Resource(s) proposed by the Bidder for course delivery should have experience in providing ICS training or coaching to either regulatory organizations or transportation services.</p> <p>Evaluation Grid: Two (2) points will be assigned for each training or coaching experience that meets the criteria in the last ten (10) years to a maximum of ten (10) points overall.</p>		
R4	<p>ICS Canada Certification/Accreditation</p> <p>Resource(s) proposed by the Bidder for course delivery are recognized/approved by ICS Canada (at the I-200 level) versus another ICS authority.</p> <p>Bidders are to provide applicable certificates or letters.</p> <p>Evaluation Grid:</p> <p>30 points if lead resource(s) proposed for I-200 deliveries are recognized/approved specifically by ICS Canada.</p> <p>0 points if proposed lead resource(s) for I-200 deliveries are not recognized/approved by ICS Canada specifically.</p>	30	

Item	Rated Requirements	Max Points Available	Demonstrated Compliance, cross reference to Resume
R5	<p>Operational experience using the Incident Command System as a member of Command or General Staff</p> <p>Resource(s) proposed by the Bidder for course delivery should have experience in the last 15 years using ICS operationally in response to an actual event(s) <u>as a member of the Command or General Staff</u>.</p> <p>Proposal should indicate which role(s) they have filled and for what duration (ie. One day, one month, etc.)</p> <p>Evaluation Grid:</p> <p>Four (4) points will be awarded for each incident where the resource used ICS as a member of Command or General Staff for at least one operational period in the last 15 years up to a maximum of 20 points.</p>	20	
Total:			100

Basis of Awarding Contract

Best Value

$$\text{TECHNICAL SCORE} = \frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 70$$

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

CALCULATION OF TOTAL SCORE:

$$[\text{Bidder's TECHNICAL SCORE (70\%)}] + [\text{Bidder's FINANCIAL SCORE (30\%)}] = \text{Bidder's TOTAL SCORE (100)}$$

TRANSPORT CANADA

APPENDIX "C"

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 willful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. Notices

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

8. Termination or Suspension

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.
- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice

given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

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

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

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

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

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

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

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

10. Records to be kept by Contractor

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

11. Ownership of Intellectual and Other Property including Copyright

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport

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

12. Conflict of Interest and 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 Statement of Work.
21. No Other Benefits
- 21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.
- 21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.
22. Applications, Reports, Payments by Contractor and Applicable Legislation
- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.
23. Minister's Responsibilities
- The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.
24. Certification - Contingency Fees, Criminal Code, Public Disclosure
- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

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

TRANSPORT CANADA
APPENDIX "D"
SUPPLEMENTARY CONDITIONS –
CONFIDENTIALITY

Re: Request for Proposals T8080-170194 - ICS Training

The Consultant hereby agrees:

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

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

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

Signed: _____

Position and Company: _____

Date: _____

TRANSPORT CANADA

APPENDIX "E"

**MAXIMUM ALLOWANCES FOR TRAVEL,
ACCOMMODATION, MEALS AND INCIDENTAL
EXPENSES IN CANADA AND USA**

**MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION,
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and continental U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of taxes. The Contractor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Revenue Canada.
3. Taxes are not applicable to the per diem rates for travel in the U.S.A.
4. The Contractor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions
 - 5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
 - 5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
 - 5.1.2. Accommodation: standard commercial accommodation. Additional costs incurred for luxury accommodation will not be reimbursed. The allowance for accommodation at private non-commercial facilities is \$50.00 per night.
6. Kilometre rates payable in cents per kilometre for pre-authorized use of private cars:

The kilometric rate payable when a Canadian registered vehicle is driven on government business travel in more than one province or in the USA shall be the rate applicable to the province or territory of registration of the vehicle.

<u>Provinces</u>	<u>Cents/Km (taxes included)</u>
Alta.	44.0
B.C.	48.0
P.E.I.	47.0
Man.	50.5
N.B.	53.0
Nfld. and Labrador	51.5
N.W.T.	46.5
N. S.	63.0
Nunavut	51.0
Ont.	61.0
P.Q.	57.0
Sask.	50.5
Yukon	62.5

7. Meals and Allowances

	Canadian \$ (taxes included)			
	Canada & USA ¹ (except Alaska)	Yukon and Alaska	N.W.T.	Nunavut
Meal Allowances				
• breakfast	\$16.80	\$16.20	\$22.85	\$24.40
• lunch	\$17.00	\$19.10	\$25.20	\$35.15
• dinner	\$45.00	\$52.55	\$57.35	\$74.55
Incidental expense allowances (per day, with overnight stay)	\$17.30	\$17.30	\$17.30	\$17.30

1. Rates in the USA are the same as in Canada but paid in US funds.

8. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:

- 8.1. commercial transportation costs;
- 8.2. overnight accommodation expenses, excluding accommodation at private non-commercial facilities (see Section 5.1.2);
- 8.3. excess luggage charges;
- 8.4. taxis charges, where the fee exceeds \$10.00. For travel of less than one day, receipts are required for all taxi charges.
- 8.5. parking charges;
- 8.6. long distance telephone, telegraph, telex, cable, express charges;
- 8.7. currency exchange charges.

TRANSPORT CANADA
APPENDIX "F"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".

7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

8. CONTRACT SECURITY

8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".

8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or Surety Company that the required contract security will be provided upon notification of contract award to the successful tenderer.

9. INSURANCE

9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".

9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. SIGNING OF DOCUMENTS

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

11. TENDER VALIDITY PERIOD

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

11.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

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

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

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

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

13. REFERENCES

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

14. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

TRANSPORT CANADA
APPENDIX "G"
REQUIREMENTS FOR SIGNATURE

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(COMMON-LAW PROVINCES)**

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

COMMENTS:

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

TRANSPORT CANADA

APPENDIX "H"

PROGRAM FOR EMPLOYMENT EQUITY

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS

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

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

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

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

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

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

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

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

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

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

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

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

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

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
 DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- CERTIFICATE NUMBER IS
 LE NUMÉRO OFFICIEL DE L'ATTESTATION EST _____

OR - OU

PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

- BID IS LESS THAN \$200,000;
 LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
 VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
 VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION
NOM ET ADRESSE DE L'ORGANISATION

FEDERAL CONTRACTORS PROGRAM

INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$200,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

Step 1: Certification

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$200,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

Step 2: Implementation

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

Step 3: Compliance Review

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and

- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months.

When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

APPEALS AND SANCTIONS

The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the [Federal Contractors Program-Criteria for Implementation](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml) on the HRDC website at the following address:

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

Criterion 1: Communication of Employment Equity to Employees

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

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

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

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

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

Criterion 3: Collection and Maintenance of Workforce Information

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

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

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

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

Criterion 9: Establishment of a Positive Work Environment

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

Criterion 10: Adoption of Monitoring Procedures

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

Criterion 11: Authorization to Enter Premises

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

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

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

Criteria for Implementation

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

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

TRANSPORT CANADA
APPENDIX "I"
BIDDER'S DECLARATION

Protected "B" *when completed*

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

Financial Administration Act

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

Yes [] / No []

Comments:

Criminal Code

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

Yes [] / No []

Comments:

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

Criminal Code

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

Yes [] / No []

Comments:

Competition Act

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

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

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

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

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

Yes [] / No []

Comments:

Other acts

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

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR ICS 200 Training
NUMBER - NUMÉRO T8080-170194
DATE DUE - DÉLAI November 6, 2017, 14:00 HRS (2:PM) OTTAWA TIME

TENDER - SOUMISSION

TENDER RECEPTION

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