



Transport  
Canada

Transports  
Canada

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

February 22, 2018

**Subject: Request for Proposal T8080-170549**  
**Link-Level Road Speed Data and Performance Analytics**

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Services for Link-Level Road Speed Data and Performance Analytics for one (1) year commencing from contract award in accordance with the Statement of Work 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 T8080-170549**", 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 April 4 2018. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

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

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

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and methodology specified in Appendix "C".

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

**ENVELOPE 1 - TECHNICAL PROPOSAL**

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

- an indication of an understanding of the requirements and responsibilities 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 “H”.

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 “E”.

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 “F”.

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 Jianna-Lee Zomer, Transport Canada, E-mail: [jianna-lee.zomer@tc.gc.ca](mailto:jianna-lee.zomer@tc.gc.ca), and must be received **before 12:00 hours (noon) EDT on March 27, 2018**. 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 Jianna-Lee Zomer at 613-990-8736.

**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,

*(Original signed by)*

Jianna-Lee Zomer  
Transport Canada  
Contracting Specialist  
330, Sparks Street  
Place de Ville – Tower C  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-990-8736  
E-Mail: [jianna-lee.zomer@tc.gc.ca](mailto:jianna-lee.zomer@tc.gc.ca)

**Canada**

**CHECKLIST OF DOCUMENTS**

INVITATION TO TENDER

OFFER OF SERVICES	APPENDIX	"A"
STATEMENT OF WORK		"B"
EVALUATION CRITERIA		"C"
SELECTION CRITERIA		"D"
GENERAL CONDITIONS		"E"
SUPPLEMENTARY CONDITIONS – Confidentiality Clause		"F"
INSTRUCTIONS TO TENDERERS		"G"
REQUIREMENTS FOR SIGNATURE		"H"
THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY		"I"
BIDDER'S DECLARATION		"J"

SAMPLE RETURN ENVELOPE FORMAT

**TRANSPORT CANADA**

**APPENDIX "A"**

**OFFER OF SERVICES**

**OFFER FOR: Link-Level Road Speed Data and Performance Analytics**

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 Statement of Work 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 "Statement of Work";
  - (iii) Document marked Appendix "E", attached hereto and entitled "General Conditions";
  - (iv) Document marked Appendix "F", attached hereto and entitled "Supplementary Conditions – Confidentiality Clause";

**3. Period of Services**

The services of the Contractor will be required for a period of approximately one year commencing upon contract award. The expected completion date of this project is March 31, 2019

**3.1 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### 4. Cost Proposal

##### **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.

##### **4.1 For the Contract Period of Contract Award to March 31, 2019**

An all-inclusive fixed price of: \$\_\_\_\_\_ + GST/HST

##### **4.2 Option Year 1 (April 1, 2019 to March 31 2020)**

An all-inclusive fixed price of: \$\_\_\_\_\_ + GST/HST

##### **4.3 Option Year 2 (April 1, 2020 to March 31, 2021)**

An all-inclusive fixed price of: \$\_\_\_\_\_ + GST/HST

##### **For Evaluation Purposes Only**

**Evaluated Price (Applicable taxes excluded):** \$\_\_\_\_\_

*(i.e., sum of: Total Initial Contract Period + Total Option Year 1 + Total Option Year 2)*

#### 4.4 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 120 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 \_\_\_\_\_, 2018  
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” – Link-Level Road Speed Data and Performance Analytics**

### **PRICE BREAKDOWN FOR T8080-170549**

**Bidders shall provide a breakdown of the Fixed Price quoted in Article 4.0 of this Offer of Services in accordance with the following requirements.**

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

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

**2. Option period year 1 - Professional Services** (rates to include overhead, G&A, profit, etc.)

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

**3. Option period year 2 - Professional Services** (rates to include overhead, G&A, profit, etc.)

**3.1 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.**



# TRANSPORT CANADA

## APPENDIX "B"

### STATEMENT OF WORK

#### Link-Level Road Speed Data and Performance Analytics

#### 1.0 Scope

##### 1.1 Title

Link-Level Road Speed Data and Performance Analytics

##### 1.2 Introduction

The Transportation Economic Analysis (TEA) office at Transport Canada requires a service provider to provide TEA access to a web-based data access tool to download, process, analyse and report metrics on passenger and commercial vehicle movement data. The output product should support Canada-wide multimodal system performance monitoring which is part of the TEA mandate under the Federal/Provincial/Territorial Task Group on performance measurements and capacity utilization.

##### 1.3 Objectives of the Requirement

TEA wishes to obtain access to a web based data access tool from a service provider, who acquires passive data on passenger and commercial vehicle movements from other data sources (e.g. cellular, smartphone, GPS, Bluetooth, etc.). In addition, the service provider should be the owner of the link-level speed data. TEA must be able to access and download the data to create reports and provide analytics; and, must be able to retain the data in the report format in perpetuity. TEA requires the ability to process, analyse, and report aggregated metrics on the data through the Canadian Centre on Transportation Data; a joint Statistics Canada /Transport Canada initiative funded in Budget 2017 and providing monthly statistics to Canadians on the transportation system.

##### 1.4 Background, Assumptions and Specific Scope of the Requirement

The Transportation Economic Analysis and Research at Transport Canada is charged with the extensive responsibility of monitoring, measuring and strategic analysis and advice on the national transportation system including strategic border crossings.

Continued growth in both passenger and commercial vehicle volumes means that significant portions of the road transportation system experience congested conditions on a regular basis, and is impeding the mobility of our passengers and freight movements; thus impeding trade. The Transportation Economic Analysis and Research has been mandated to provide measurements of those conditions with the purpose of improving the efficiency our trade especially with the United States, reduce harmful greenhouse gas emissions, and lead to better mobility for passengers. The analysis we provide inside TEA is being used for the review and evaluation of the infrastructure proposals under the National Transportation Corridor Fund.

TEA is involved in activities to develop and implement:

- Near Real-time and forecasted information on Canada's transportation infrastructures
- Measuring / monitoring traffic flow/performance at US-Canada border crossings
- Supporting Canadian transportation agencies (Provinces, Territories) in their needs to plan and manage the road transportation network throughout Canada.
- Development of standards for information exchange with other transportation agencies
- Assistance for transportation professionals in developing the knowledge needed to effectively do their assessment of the proposals submitted under the National Trade Corridors Fund

TEA is also working with the United States Federal Highway Administration (FHWA) to develop freight fluidity corridors for commodities relevant to both nations. This work will involve

road/border traffic flow performance metrics at both sides of the border in order to monitor, identify and improve transportation infrastructure bottlenecks which effects the economy of freight flow between Canada and United States.

## **2.0 Requirements**

### **2.1 Tasks, Activities, Deliverables and Milestones**

The deliverables are divided into the following categories:

1. Link-Level Data
2. Web-Based Data Analytics Services
3. Training
4. Technical Support

#### **2.1.1 Link-Level Data**

The service provider is required to provide Canada-wide Link-level speed data and performance indices from its web based data access tool.

The service provider is required to provide TEA access to near real-time 2018 data onward and historical data going back to Sep 2017.

The service provider datasets is required to contain annual data covering every day of a year and every hour of a day, with the ability to query different time periods and days of the year.

If the service provider data is associated with third-party data (e.g. speed values were summarized into road network products that required additional license(s)), the data service provider should ensure Transport Canada and the licenced user are able to access the third-party data.

The service provider should describe the limitations for the use of the third-party data products in the Proposal and the license fees of all associated third-party data products should be included in the total price.

TEA requires:

- Sharing the downloaded/extracted data with provincial and territorial transportation agencies.
- Publishing the aggregated analytical data on the web portal of the Canadian Center for Transportation Data.

The service provider should provide data for each road segment with speed values representing average speeds across all directional lanes covering every day of a year and every hour of a day.

##### **2.1.1.1 Coverage**

TEA requires the service provider to provide link-level information for all major roadways (e.g. collectors and above) within Canada for which they have coverage as part of near real time (1 or 2 days old) speed data.

TEA requires the ability to query for any road segment in a road network that covers all functional classifications including the arterial roads and above, with supporting data on statistical sample rate and validity.

At a minimum, TEA requires the data service provider's web based data access tool to provide link-level speed data for all Canadian provinces and territories as well as a 5 km buffer inside United States territory at all border crossings.

##### **2.1.1.2 Data Format**

The link level data should be in the format of shapefile or geodatabase with geographic coordinate system information (e.g. NAD83 or WGS84) or tabular format (e.g. comma separated values) with information included that will allow TEA to easily join the information to the standard road network.

The performance datasets should include industry accepted performance measures including Travel Timer Index (TTI) and Buffer Time Index (BTI).

The data service provider's datasets should contain the following in each data field:

- Date: Date (year, month, day and day of the week) on which the speed data for the road

segment was generated.

- Time Period: Time period during which the speed data for the road segment was generated. (Hourly average speed is minimum but 15-minute average speed is preferable).
- Segment Length: Length of the road segment in kilometers
- Sample Size: Index or actual sample size for every time period.
- Level of Confidence: Confidence value representing the quality/confidence of the speed which is being reported on the roadway.
- Average Travel Speed: Average travel speed in kilometers per hour (kilometer per hour or km/h).
- Free Flow Speed: Represent the traveling speed at zero congestion condition.
- Speed Limit: The posted speed limit on the targeted road segment.
- Standard Deviation: The standard deviation of all speed observed on the targeted segment at the targeted time period.
- Vehicle Classification: The vehicle type from which the speed data for the road segment was generated (Passenger vehicle, light truck or medium-heavy truck).
- Travel Time Index (TTI): the ratio of the average travel time to the travel time resulting from travelling at the free flow travel speed.
- Buffer Time Index: (BTI): The ratio of the 95th percentile travel time to the average travel time.

### **2.1.2 Web-Based Data Analytics Services**

TEA requires access to vehicle (Passenger and Commercial) movement data (collected from various sources) and road performance analytics through a web-based data access/analytics tool to perform data query, analysis and reports.

Through the web based data access tool, the data service provider is required to:

- Allow TEA to download/extract the data in a tabular format (e.g. a comma-separated values file) or in a GIS file format (e.g. ESRI shapefile) to create reports;
- Allow TEA to retain the downloaded data permanently;
- Provide TEA access to the web-based application from the browser (Firefox / Internet Explorer) without plugins;
- Allow multiple users
- Provide services on a 24/7 basis without any limitation in terms of number of queries and analysis

#### **2.1.2.1 Coverage**

TEA requires the web-based data analytics tool to provide information, analytics and visualization for all major roadways (e.g. collectors and above) within Canada for which they have coverage.

TEA requires the ability to query for any road segment in a road network that covers all functional classifications including the arterial roads and above, with supporting data on statistical sample rate and validity.

At a minimum, TEA requires the data service provider's web based data access tool to provide information for all Canadian provinces and territories as well as a 5 km buffer inside United States territory at all border crossings.

#### **2.1.2.2 Format and Functionality**

The web-based road data analytics platform (tool) is required to provide licensed users the following services (without advanced computational power or expertise required):

- Data Downloading Option: Direct access to download link-level speed and road performance indices in tabular or GIS formats.
- Congestion monitoring option: Analytical and visualization tool to monitor, evaluate and report on traffic condition at any given road segment, date and time of day.
- Bottleneck identification tools: Visualize and pinpoint pressure points with sub-

- optimal performance across the road network.
- Performance Charts and Summaries: Identifies, tabulate and summarizes data as charts and graphs which enables users to track trends

### **2.1.3 Training**

The service provider should provide a half-day comprehensive training on how to use the web based data access tool and data services.

The training can either be an in-person or remote through the Internet (e.g. live training through WebEx).

The service provider should provide materials (help function, reference document, course notes, manuals, webpages, unique access to content, etc.) for using the web based data access tool that users can refer to on an as-needed basis.

### **2.1.4 Technical support**

The service provider should provide support for all services delivered to TEA, including adequate technical assistance for: potentially complex databases, software tools, the web based data access tool and associated functions, mapping and/or data integration issues. This support will be limited to a maximum of one (1) hour a month.

## **2.2 Specifications and Standards**

The Link-Level Data is required to be provided in the format of geographic coordinate system information (e.g. NAD83 or WGS 84), or tabular format (e.g. comma separated values).

Web-Based Data Analytics Services should be in the form of an online web service, so the licensed users do not need to have any extensive processing power. All analysis, data processing and visualizations should be performed inside the web-based tool.

The service provider should provide its approach and methodology used to estimate traffic performance indicator on the roadways, along with associated statistics such as sample rate and confidence interval.

## **2.3 Technical, Operational and Organizational Environment**

Details on the technical, organizational and operational environment in which the work will be provided is stated on the section 2.2.

## **2.4 Method and Source of Acceptance**

TEA reserves the right to perform routine random data validation for the full datasets using procedures disclosed to the contractor and based on the following benchmark dataset: For assessing the link-level speed and performance indices data, the Transport Canada's 2017/16 truck GPS data will be used as the benchmark for average travel speed. The difference between the average travel speed of sample data and that of GPS data should be no more than twenty percent (25%) for provincial and federal roads.

For the link-level speed and performance indices data, the maximum acceptable link lengths are:

- Two (2) kilometers for Census Metropolitan Area (CMA), and
- Five (5) kilometers for other areas.

## 2.5 Ownership of Intellectual Property

The Contractor will own IP.

## 3.0 Other Terms and Conditions of the SOW

### 3.1 Authorities

#### a. The Contracting Authority for the Contract is:

Name: Jianna-Lee Zomer  
Title: Contracting Specialist  
Organization: Transport Canada  
Address: 330 Sparks Street, Ottawa ON  
E-mail address: [jianna-lee.zomer@tc.gc.ca](mailto:jianna-lee.zomer@tc.gc.ca)

#### b. Technical Authority *[To be provided at time of Contract award]*

##### The Technical Authority for the Contract is:

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Organization : [ \_\_\_\_\_ ]  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
Facsimile : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

#### Contractor's Representative *[To be provided at time of Contract award]*

##### The Contractor's Representative for the Contract is:

Name : [ \_\_\_\_\_ ]  
Title : [ \_\_\_\_\_ ]  
Organization : [ \_\_\_\_\_ ]  
Address : [ \_\_\_\_\_ ]  
Telephone : [ \_\_\_\_\_ ]  
Facsimile : [ \_\_\_\_\_ ]  
E-mail address : [ \_\_\_\_\_ ]

### 3.2 Location of Work, Work site and Delivery Point

The majority of the work is expected to be completed at the contractor workplace. No requirements to at any specific site. Contractor will need to be available for web based meetings and training.

### 3.3 Language of Work

Deliverables will be in English with availability for training and responding to questions in both official languages.

### 3.4 Security Requirements

No security clearances required.

## **4.0 Project Schedule**

### **4.1 Expected Start and Completion Dates**

The services of the Contractor will be required for a period of approximately one year commencing upon contract award. The expected completion date of this project is March 31 2019.

#### **Option to Extend:**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

# TRANSPORT CANADA

## APPENDIX "C"

### EVALUATION CRITERIA

#### **Evaluation Criteria & Selection Methodology**

##### Acceptance of Request for Proposal Terms and Conditions

By submitting a Proposal in response to this Request for Proposal, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Proposal, including the Statement of Work, Evaluation Criteria, Selection Methodology and related appendices.

##### Evaluation of Proposals

Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.

Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "clearly demonstrated" for the purpose of the evaluation. Supporting data may include résumés and any other documentation necessary to clearly demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.

In order to evaluate the number of years of experience attained, the Proposal shall, at a minimum, identify the month and year when the experience commenced and the month and year when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria, wherein the number of years of experience is required in order to calculate number of years' experience attained, will result in the Proposal being declared NON-COMPLIANT.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2003 to December 2003; project 2 timeframe is October 2003 to January 2004; the total months of experience for these two project references are seven (7) months.

The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder's Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the Work will NOT be evaluated.

It is recommended that Bidders include a grid in their proposals, cross-referring the items of the Statement of Work and Evaluation Criteria to statements of compliance with reference to supporting data and/or résumé documentation contained in their Proposals. Any misrepresentations discovered during the assessment will disqualify the entire Proposal from further evaluation.

Information to Bidders: The compliance grid, by and of itself, DOES NOT constitute clearly demonstrated evidence that the Bidder has met the mandatory criteria. As stated in the paragraphs above, the supporting data and/or résumé documentation will be accepted as evidence.

**1. MANDATORY REQUIREMENTS:**

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

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

For all experience cited, the following information must be identified in the proposed resources' résumés:

- i) The name of the client organization to whom the services were provided;
- ii) The name, telephone number and if applicable the email address of a representative of the client;
- iii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- iv) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

Mandatory Criteria				
#	Mandatory Requirements	Met	Not Met	Cross Reference to Proposal
<b>M1</b>	The bidder <b>must demonstrate</b> having experience providing clients with a web based data access tool that has: <ul style="list-style-type: none"> <li>• Data query and analysis</li> <li>• Exporting summary data/metrics</li> <li>• Reports from passenger and commercial vehicle movement data Collected from various sources (GPS, cellular, smartphone and Bluetooth)</li> </ul>			
<b>M2</b>	The bidder <b>must demonstrate</b> that they have a web based data access tool that allows the following: <ul style="list-style-type: none"> <li>• Download/extract link-level speed data and performance metrics in a tabular format (e.g. a comma-separated</li> <li>• Accessibility from a browser (Firefox/Internet Explorer) without plugins and that allows multiple licensed users to have access to link-level data and analytical tools</li> </ul>			
<b>M3</b>	The bidder <b>must demonstrate</b> having 4 years of experience in providing passenger and commercial road traffic analytics to government clients.			
<b>M4</b>	The bidder <b>must</b> own the link-level speed data and allow TEA to retain the downloaded data permanently;			
<b>M5</b>	The bidder <b>must</b> provide a sample link-level data package The sample link-level data package <b>must</b> have: <ul style="list-style-type: none"> <li>• Format of shapefile or geodatabase with geographic coordinate system information (e.g. NAD83 or WGS84) or tabular format (e.g. comma separated values)</li> <li>• The road network file in GIS format, which can be used toward joining the link-level speed data.</li> <li>• Data covered for first week of October 2017 (Sunday October 1- Saturday October 7) and include all the required data fields, stated in section 2.1.1.2 of the Annex A Statement of Work.</li> <li>• Two separate datasets one for Passenger and Commercial traffic.</li> <li>• No data interpolation or gap filling should be applied to the provided datasets. In another word, this data package should only reflect the recorded (GPS or other devices) speed, not the</li> </ul>			



Mandatory Criteria				
#	Mandatory Requirements	Met	Not Met	Cross Reference to Proposal
	<p>interpolated and derived speed based on previous trends and data forecasting.</p> <ul style="list-style-type: none"> <li>Information Included that will allow a client to join the information to the standard road network for the following eight (8) locations: <ul style="list-style-type: none"> <li>One link (1) in the Greater Toronto Area (GTA)</li> <li>Two link (2) Border Crossings in southern Ontario.</li> <li>One link (1) in Halifax , Nova Scotia</li> <li>One link (1) in Saint Stephen border crossing , New Brunswick</li> <li>One link (1) in Edmonton , Alberta</li> <li>One link (1) in Vancouver , British Columbia</li> <li>One link (1) Border Crossing in British Columbia.</li> </ul> </li> </ul>			

\*\*\* Proposals **not meeting** the above noted **Mandatory Criteria** shall be deemed “NON-COMPLIANT” and therefore will not be given any further consideration.\*\*\*

## 2. RATED REQUIREMENTS:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve an overall minimum score of 75 out of 105 possible points of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 75 total points of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

For all experience cited, the following information must be identified in the proposed resources' résumés:

- The name of the client organization to whom the services were provided;
- The name, telephone number and if applicable the email address of a representative of the client;
- A brief description of the type and scope of the services that meets the identified criteria provided by the resource; and,
- The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

#	Point Rated Requirements	Max Points	Cross Reference to Proposal
R1	<p><b>Rated Criteria on the Link-level Data</b></p> <p>The bidder's shall provide a sample of link-level data package that demonstrates the following:</p> <ul style="list-style-type: none"> <li>Link smaller than 2 km within the National Road System as per the following distribution: <ul style="list-style-type: none"> <li>One link (1) in Halifax , Nova Scotia</li> <li>One link (1) in Saint Stephen border crossing , New Brunswick</li> <li>One link (1) in Whitehorse , Yukon</li> </ul> </li> </ul>	Max 50 points	

#	Point Rated Requirements	Max Points	Cross Reference to Proposal																														
	<ul style="list-style-type: none"> <li>Two separate datasets one for Passenger and Commercial traffic.</li> <li>Data covered for first week of October 2017 (Sunday October 1- Saturday October 7) and include all the required data fields, stated in section 2.1.1.2 of the Annex A Statement of Work.</li> <li>No data interpolation or gap filling should be applied to the provided datasets. In another word, this data package should only reflect the recorded (GPS or other devices) speed not the interpolated and derivative speed based on previous trends.</li> <li>Each dataset should include all the attributes in the section 2.1.1.2 of the SOW.</li> </ul> <p><b>The bidder's sample link level data package will be evaluated against the following:</b></p> <p><b><u>Sample Link Level Speed Evaluation has a total of 30 Points:</u></b></p> <ul style="list-style-type: none"> <li>One link (1) in Halifax , Nova Scotia <ul style="list-style-type: none"> <li>Passenger data – <b>5pts</b></li> <li>Commercial data – <b>5pts</b></li> </ul> </li> <li>One link (1) in Saint Stephen border crossing , New Brunswick <ul style="list-style-type: none"> <li>Passenger data – <b>5pts</b></li> <li>Commercial data – <b>5pts</b></li> </ul> </li> <li>One link (1) in Whitehorse , Yukon <ul style="list-style-type: none"> <li>Passenger data – <b>5pts</b></li> <li>Commercial data – <b>5pts</b></li> </ul> </li> </ul> <p><b><u>Data Coverage Points – 20 points:</u></b>  Points will be given to a bidder who captures the highest percentage of hourly data coverage based on the captured traveling speed (Not interpolated speed). As per the marking and example below:</p> <ul style="list-style-type: none"> <li>0%-10% of no speed reported hourly intervals – 20 Points</li> <li>11%-20% of no speed reported hourly intervals – 15 Points</li> <li>21%-30% of no speed reported hourly intervals – 10 Points</li> <li>31%-40% of no speed reported hourly intervals – 5 Points</li> <li>More than 40% of no speed reported hourly intervals – 0 Points</li> </ul> <p><b><u>Example:</u></b></p> <table border="1" data-bbox="285 1688 1190 1906"> <thead> <tr> <th colspan="6">Bidder 1</th> </tr> <tr> <th>Road ID</th> <th>12:00 AM</th> <th>1:00 AM</th> <th>2:00 AM</th> <th>3:00 AM</th> <th>4:00 AM</th> </tr> </thead> <tbody> <tr> <td>seg1</td> <td>80</td> <td style="background-color: #cccccc;"></td> <td>100</td> <td>105</td> <td>95</td> </tr> <tr> <td>seg2</td> <td>100</td> <td>102</td> <td>102</td> <td>100</td> <td>105</td> </tr> <tr> <td>seg3</td> <td>70</td> <td>75</td> <td>72</td> <td>72</td> <td>71</td> </tr> </tbody> </table>	Bidder 1						Road ID	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	seg1	80		100	105	95	seg2	100	102	102	100	105	seg3	70	75	72	72	71		
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seg3	70	75	72	72	71																												

#	Point Rated Requirements	Max Points	Cross Reference to Proposal																														
	<table border="1" data-bbox="285 285 1187 510"> <thead> <tr> <th colspan="6" style="background-color: #ffffcc;">Bidder 2</th> </tr> <tr> <th></th> <th>12:00 AM</th> <th>1:00 AM</th> <th>2:00 AM</th> <th>3:00 AM</th> <th>4:00 AM</th> </tr> </thead> <tbody> <tr> <td>Road ID seg1</td> <td>83</td> <td style="background-color: #cccccc;"></td> <td>100</td> <td style="background-color: #cccccc;"></td> <td>99</td> </tr> <tr> <td>seg2</td> <td>98</td> <td>107</td> <td>102</td> <td>103</td> <td>105</td> </tr> <tr> <td>seg3</td> <td>77</td> <td>75</td> <td style="background-color: #cccccc;"></td> <td>78</td> <td style="background-color: #cccccc;"></td> </tr> </tbody> </table> <p data-bbox="285 541 1187 600">Bidder 1 will be assigned 20 points because of 6.6% missing data (1/15) and bidder 2 will get 10 points because of 26.6% missing data (4/15).</p>	Bidder 2							12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	Road ID seg1	83		100		99	seg2	98	107	102	103	105	seg3	77	75		78			
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seg2	98	107	102	103	105																												
seg3	77	75		78																													
R2	<p data-bbox="285 604 922 636"><b><u>Rated Criteria on the Web-based data analytic tool</u></b></p> <p data-bbox="285 667 1230 730">The bidder <b><u>shall demonstrate</u></b> that their web-based data analytic tool is capable of performing the following:</p> <ul data-bbox="334 762 1239 1287" style="list-style-type: none"> <li>• Allow users to download/extract the data in a tabular format (e.g. a comma-separated values file) or in a GIS file format (e.g. ESRI shapefile) <b>[15 points]</b></li> <li>• Provide services on a 24/7 basis without any limitation in terms of number of queries and generated analysis <b>[10 points]</b></li> <li>• Congestion monitoring option: Analytical and visualization tool to monitor, evaluate and report on traffic condition at any given road segment, date and time of day. <b>[10 points]</b></li> <li>• Bottleneck identification tool: Visualize and pinpoint pressure points with sub-optimal performance across the road network. <b>[5 points]</b></li> <li>• Performance Charts and Summaries: Identifies, tabulate and summarizes data as charts and graphs which enables users to track trends. <b>[10 points]</b></li> </ul>	Max 50 points																															
R3	The bidder <b><u>shall state</u></b> having experience providing training services in <b><u>both</u></b> of Canada's official languages (French and English)	Max 5 points																															
<b>Total:</b>		<b>105</b>																															
<b>Total minimum score to achieve</b>		<b>75</b>																															

TRANSPORT CANADA

APPENDIX "D"

BASIS OF SELECTION METHOD

1. Basis of Selection

The Method of Selection to issue the resulting Contract is **Proposal - Best Overall Value**

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score to result in a Total Score, will be recommended for award of a Contract. Best Value shall be defined as the highest Total Score.

Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the **lowest total price** will be recommended for award of a Contract.

*For each proposal:*

**Calculation of Technical Score:** the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 105.

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

**Calculation of Financial Score:** the financial score is calculated by giving full points (30) to the lowest priced responsive proposal (based on the proposal's **Total Estimated Cost**) and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 30 points, as follows:

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

**CALCULATION OF TOTAL SCORE:**

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

**The Number of Contracts to be awarded is One.**

**Best Overall Value Determination**

Example of best value calculation is provided in Table 1 below.

**Table 1:**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Rated Criteria Points</b>	8/10	9/10	10/10
<b>Price</b>	\$600.00	\$700.00	\$800.00
<b>Calculation</b>			
	<b>Technical Points</b>	<b>Rated Price Points</b>	<b>Total Points</b>
Bidder 1	$8/10 \times 70\% = 56$	$600^{**}/600 \times 30\% = 30$	$56 + 30 = 86$
Bidder 2	$9/10 \times 70\% = 63$	$600^{**}/700 \times 30\% = 25.7$	$63 + 25.7 = 88.70$
Bidder 3	$10^{*}/10 \times 70\% = 70$	$600^{**}/800 \times 30\% = 22.5$	$70 + 22.5 = 92.50$
* Represents the highest technical score			
** Represents the lowest priced proposal			
<b>Assumption:</b> The Highest technical score and lowest price proposal received full rated percentage and other proposals are pro-rated accordingly.			
The winner is the Bidder scoring the highest total points established by adding the technical and rated price points.			
Based on the above calculation, a contract would be awarded to Bidder 3.			

**TRANSPORT CANADA**

**APPENDIX "E"**

**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 "F"**

**SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY**

**Re: Request for Proposals T8080-170549**  
**Link-Level Road Speed Data and Performance Analytics**

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 "G"**  
**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 "H"**  
**REQUIREMENTS FOR SIGNATURE**

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

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY**

<u><b>PARTIES</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>SIGNATURE</b></u>
<b>INCORPORATED COMPANY</b>	(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.
<b>PARTNERSHIP</b> (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.
<b>SOLE PROPRIETORSHIP</b> (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)
<b>MUNICIPALITY</b>	(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><b>PARTIES</b></u>	<u><b>DESCRIPTION</b></u>	<u><b>SIGNATURE</b></u>
<b>INCORPORATED COMPANY</b>	(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.
<b>PARTNERSHIP</b>		
(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.
<b>SOLE PROPRIETORSHIP</b> (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name.  If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor.  By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
<b>MUNICIPALITY</b>	(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 "I"

#### 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"> <li>having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, <b>AND</b></li> <li>intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,</li> </ul> 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			
<b>NOTE:</b> 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 <b>with the authority to implement Employment Equity in the organization.</b>			
Name (print)	Title		
Signature	Date		
RETURN INSTRUCTIONS			
<b>IMPORTANT</b> <ul style="list-style-type: none"> <li>You must include the <i>signed original</i> of this form with your bid.</li> <li>You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.</li> </ul>			

## 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 "J"**  
**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:

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***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:

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**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 Link-Level Road Speed Data and Performance Analytics
NUMBER - NUMÉRO <b>T8080-170549</b>
DATE DUE - DÉLAI April 4 2018, 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)