



Transport
Canada

Transports
Canada

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

MARCH 2, 2018

Subject: **Request for Proposal T8080-170381 Assessment of the Infrastructure Engineering Vulnerabilities Associated with Potential Climate and Weather-related Impacts at Sandspit Airport, British Columbia**

To whom it may concern:

The Department of Transport has a requirement to establish a contract for the services that are described in the Terms of Reference attached hereto as Appendix "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-170381**", 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 March 16, 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 Selection 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 resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

FOUR copies of the Technical Proposal are required.

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

ENVELOPE 2 - COST PROPOSAL

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

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

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

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

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”.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Osman Zakir, Transport Canada (AFTC), FAX: (613) 991-0854, e-mail: osman.zakir@tc.gc.ca and must be received **before 12:00 hours (noon) March 12, 2018**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

The lowest or any bid not necessarily accepted. Canada reserves the right to:

- Reject any or all bids received in response to the bid solicitation;**
- Cancel the bid solicitation at any time;**
- 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.

Yours truly,

Osman Zakir
Team Leader
Materiel and Contracting Services
Tel: 613-991-3687
Fax: 613-991-0854
E-mail: osman.zakir@tc.gc.ca

Canada

REQUEST FOR PROPOSAL (RFP)**Assessment of the Infrastructure Engineering Vulnerabilities Associated with Potential
Climate and Weather-related Impacts at Sandspit Airport, British Columbia****CHECKLIST OF DOCUMENTS****INVITATION TO TENDER**

OFFER OF SERVICES	APPENDIX	A
TERMS OF REFERENCE		B
SELECTION CRITERIA		C
GENERAL CONDITIONS OF THE RESULTING CONTRACT		E
REQUIREMENTS FOR SIGNATURE		D
INSTRUCTIONS TO TENDERERS		F
SAMPLE RETURN ENVELOPE FORMAT		G

APPENDIX A
OFFER OF SERVICES

<p>TRANSPORT CANADA</p> <p>APPENDIX A</p> <p>OFFER OF SERVICES</p>

TENDER FOR: Assessment of the Infrastructure Engineering Vulnerabilities Associated with Potential Climate and Weather-related Impacts at Sandspit Airport, British Columbia

TENDER SUBMITTED BY _____
(Company Name)

(complete address)

Telephone # : _____ Fax # : _____

Contact name: _____ Email : _____

GST Number: _____ **OR**

Procurement Business Number (PBN): _____

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

2. The Contractor hereby undertakes 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 entitled "Offer of Services";
 - (ii) Document marked Appendix B, attached hereto and entitled "Terms of Reference";
 - (iii) Document marked Appendix D, attached hereto and entitled "General Conditions".
3. The Contractor hereby undertakes to perform the work commencing on Contract award, subject to the acceptance of this Offer by the Department.

4. Cost Proposal

4.1 The Cost Proposal quoted will be exclusive of travel expenses and GST/HST. All rates are in Canadian Funds. The **Fixed Price** includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials.

4.2 Professional Services and Associated Costs

Bidders are not to make changes to the format or quantities on these tables, as that may render their costing information inadmissible.

Bidders shall tender an all-inclusive **Fixed Price** for the conduct of all work as described in the Terms of Reference:

4.2.1 Contract Period

Milestone No.	Deliverable	% Amount	Cost
1	Summary of kick-off meeting and description of activities under the work plan (including logistics planning and workshop guides)	15%	
2	Climate projections report	20%	
3	Risk workshop completion	20%	
4	Draft Report: PIEVC Assessment of Sandspit Airport	20%	
5	Final report, executive summary, excel sheets and presentation deck	25%	
TOTAL			

5. Travel Expenses

Are to be included in all inclusive price

6. 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 goods or taxable services used or consumed in the performance of the work.

7. Federal Goods and Services Tax (GST) and Harmonised Sales Tax (HST)

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

8. Method of Payment

Payment will be made in one lump sum 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.

9. 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.

10. Tender Validity

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

11. Proposal Documents

The undersigned herewith submits the following:

- a proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the RFP documents.
- duly completed Offer of Services, **two (2)** copies, in the format provided.

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

12. Bidder's Declaration

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

13. 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 _____, year 2018

NAME OF COMPANY

(signing officer and position)

APPENDIX B

TERMS OF REFERENCE

Assessment of the Infrastructure Engineering Vulnerabilities Associated with Potential Climate and Weather-related Impacts at Sandspit Airport, British Columbia

1. Objectives

The principal objective of this project is to undertake a risk assessment and identify those components of the specified airport infrastructure that may be at risk of failure, damage, loss of service and/or deterioration from extreme climatic events or significant changes to baseline climate design values.

In addition, there is a need for the acquisition of climate projections and climate data, as well as expert advisory services associated with properly interpreting the climate-related information and data. Your participation will also be required at an in-person risk assessment workshop at Sandspit Airport, at a future date (yet to be determined).

The nature and relative levels of climate risk are to be determined in order to establish priorities for remedial action. The assessment shall be carried out using the Public Infrastructure Engineering Vulnerability Committee's (PIEVC) Engineering Protocol, Version 10 dated October 2011.

The results of this project are intended to inform, where appropriate, investment and asset management decisions by Transport Canada, the owner and operator of the airport. The results of this project may also be analyzed with other PIEVC case studies to develop, in the future, recommendations around reviews of codes, standards and engineering practices.

2. Background

Transport Canada is responsible for ensuring a safe, secure, efficient and environmentally responsible transportation system in Canada. The Department also owns and operates a small number of regional/local and remote airports, including Sandspit Airport in British Columbia.

Sandspit Airport is located in Haida Gwaii, the series of islands at the most westerly point of Northern British Columbia. Sandspit is considered a remote airport under Transport Canada's National Airports Policy¹. Sandspit airport is particularly important in supporting tourism, which makes up a key economic sector in Haida Gwaii.

Climatic conditions have varied considerably on Haida Gwaii over the past centuries and millennia (Hebda 2007). As a result of changing climatic conditions, transportation infrastructure and ongoing operations at the Sandspit Airport have become more susceptible to winter storms of increasing strength and duration and associated storm surges. Sandspit Airport is also located within the Pacific Flyway, a route along the Pacific for migratory birds and there has been an observed change over the last decade in migratory and resident birds.

These changes have a direct impact to the infrastructure and have damaged airfield lights and airside infrastructure. They also create challenges as the airport needs to continuously adapt operationally to ensure continued safety for ongoing airport operations, whether it be wildlife management of new bird species or clearing a runway of marine debris and driftwood.

¹ An airport is considered to be remote if air transportation is the only reliable year round mode of transportation available to the community it serves; and the communities served by remote airports are dependent on air transportation to get the majority of their travellers and cargo in and out (<http://www.tc.gc.ca/eng/programs/airports-policy-remote-312.htm>)

As owner/operator of this airport, Transport Canada is interested in knowing more about which infrastructure components may be vulnerable to climate- and weather-related impacts. This information could then be used to identify and prioritize actions and strategies that can improve the resilience and adaptability of the airport infrastructure and operations to the changing climate.

To ensure that the PIEVC assessment uses the most up-to-date climate projections and related information, the character, magnitude and rate of change in the climatic conditions to which infrastructure is predicted to be exposed will be required, as will professional advisory services related to helping the project team interpret this information correctly.

The provision of climate data and PIEVC assessment will be contracted together, with the contract commencing 2017/18.

3. Scope and Timing

This project includes the execution of PIEVC Protocol for the infrastructure engineering vulnerability assessment to future climate of the infrastructure at Sandspit Airport, including the acquisition of climate-related data.

The scope of the assessment encompasses using future climate projections and expertise, the current design, construction, operation and management of this infrastructure as well as any planned upgrades or major rehabilitation project in the planning stages. The study is to address potential impacts of future climate conditions for the period between 2050 and 2060. It also includes expert advisory services to the project team (yet to be selected) and Transport Canada representative(s) to ensure an adequate and appropriate understanding not only of the climate-related information, but also of the potential changes over time and how this is to be interpreted.

The Contractor retained will be provided all available information about the airport infrastructure.

4. Tasks/Technical Specifications

The Contractor is to undertake the following:

1. Develop, assemble and interpret climatic data relative to the project location and assessment time horizon. Key climate variables will include precipitation, sea level rise, storm surge and wind. Information relating to bird migration patterns and changes expected in the future, if available, would also be of benefit to the assessment.
2. Review this information with the project team to ensure that they have a solid understanding of the potential future changes in order that they may then assess potential infrastructure impacts.
3. Present the compiled information to participants at the PIEVC risk assessment workshop (in-person, at Sandspit Airport sometime in 2018/19).
4. In cooperation with the project team and risk assessment workshop participants, determine the likely effects of individual climate events on individual components of the infrastructure, using the assessment matrix and process described in Step 3 of the PIEVC Engineering Protocol, Version 10.
5. Identify and define the infrastructure components for Sandspit Airport, as well as their design, construction, management, operation and maintenance. The infrastructure considered in this study should comprise structural elements (e.g., building or runway structure), in addition to policies and procedures (e.g., emergency preparedness and response plans, asset management, operations and maintenance practices), and support equipment (e.g., HVAC, backup power, control systems, etc.). The study will **not** deal with non-structural building elements or accessory equipment (e.g., seating

in the terminal, signage, etc.). The final list of the infrastructure components for assessment will be developed by the Contractor and mutually agreed with the Airport Management.

6. Identify and document the applicable design codes, standards, criteria as well as applicable policies, best practices and procedures for each of the specified infrastructure components as available through design and operational specifications, as-built drawings etc. at the time when the infrastructure was designed and constructed and/or at the time of major rehabilitation work, where such information exists and is available.

The Contractor shall also identify and document any site-specific operational requirements. This task shall specifically focus on climate parameters and infrastructure indicators, i.e., relevant infrastructure climate performance design/operation criteria as defined by these documents and standard operating practices.

7. Using professional judgment and experience, review available climatic data relative to the project location and assessment time horizon. Together, establish for each climate parameter and infrastructure indicator (relevant infrastructure, climate performance, design/operation criteria) the probability of a climate event (current and future) affecting the infrastructure or infrastructure component in a manner that adversely affects the performance of the infrastructure.
8. Using professional judgment and experience, determine the likely effects of individual climate events on individual components of the infrastructure, using the assessment matrix and process described in Step 3 of the PIEVC Engineering Protocol, Version 10.
9. Undertake consultations with the Airport Management, planning, engineering, operations and maintenance staff. The consultations must include the convening of one in-person on-site workshop with participants from the Airport and the Contractor's Project team. At the end of the workshop, the Contractor shall arrange for a videoconference or teleconference with the members of the Project Advisory Committee – PAC to inform the PAC of the workshop results.
10. In accordance with Step 4 of the PIEVC Engineering Protocol Version 10, undertake a detailed engineering analysis for the airport.
11. In accordance with Step 5 of the PIEVC Engineering Protocol Version 10, provide recommendations to address the engineering vulnerabilities based on the critical infrastructure-climate interactions identified in previous steps.
12. Prepare a report that clearly documents and synthesizes the work completed and that includes an Executive Summary, description of the baseline and projected climatic parameters, identification and description of the infrastructure components, and the assessment of the engineering vulnerabilities and recommended remedial actions.

5. Deliverables

The required deliverables include a detailed summary of the kick-off meeting and description of activities under the work plan, climate projections report, risk workshop completion, draft report: PIEVC assessment of Sandspit Airport, final PIEVC report, executive summary, excel sheets and presentation deck.

Kick-off Meeting

Within two (2) weeks after award of contract, the Contractor will meet via teleconference with Transport Canada staff to discuss the project and to answer any questions or provide any additional information that is required.

Payment of the fixed price for professional services will be made in installments upon receipt and acceptance of the following deliverables.

5.1 Summary of Kick-off Meeting and Description of Activities under the Work Plan

Within four (4) weeks after award of contract, and based on discussions at the kick-off meeting, the Contractor will submit a work plan in draft and, after review by Transport Canada’s Project Manager, in final form that provides:

- Further details on the technical experts within the Contractor’s Team that will be engaged and their roles and responsibilities (e.g., engineering – structural, pavement/roads, geotechnical/foundations; airport operations and management; etc.);
- Further elaboration on the technical approach outlined in the Contractor’s Proposal and any possible/predicted deviations. This will include but not be limited to the data/information collection procedures the Contractor will follow;
- A listing of potential issues that will require decisions by Transport Canada;
- Listing of infrastructure and climatic data/information requirements and a preliminary assessment of significant data gaps;
- A proposed project schedule that includes key milestones (e.g., site visit, risk workshop, required travel, PAC meetings, etc.) and identifies particular actions of Transport Canada and/or the Project Advisory Committee; and,
- Details on the operation of the project, e.g. meetings, teleconferences, summaries of action items for subsequent meetings and so forth.

The following is the estimated timeline for various project tasks which should serve as the basis of the work plan:

Activity	Timeline (from date of contract award)	Comments
Phase 1: Kick-off meeting	Within 2 weeks	
Summary of Kick-off Meeting and description of activities under the work plan	Within 4 weeks	Submission to Transport Canada to identify timeline for tasks A)-D)
Provision of climate data		Detailed summary of climate data and information and projections of relevance to Sandspit Airport
A) Protocol Steps 1 and 2		Substantive completion of the infrastructure components and climate parameters definition Site visit and pre-workshop meeting with Airport Management (expected that a maximum of 2 members of the consulting team will travel, as required*) Substantive completion of the infrastructure and climate data collection and review
B) Protocol Step 3		Risk Workshop

		Analysis and categorization of risks
C) Protocol Step 4		Engineering analysis of risks selected in collaboration with the Airport Management and Transport Canada
D) Protocol Step 5		Recommendations, including the identification of potential adaptation measures
Draft report		The draft report will be circulated for review and comments to the Airport Management and Transport Canada
Final report	No later than September 2018	Final report, executive summary, presentation and Excel spreadsheets
Project completion	September 31, 2018	

Payment of the fixed price for professional services will be made in installments upon receipt and acceptance of the following deliverables.

The proposed installments are indicated below.

Milestone No.	Deliverable	Firm Amount
1.	Summary of kick-off meeting and description of activities under the work plan (including logistics planning and workshop guides)	15 percent
2.	Climate projections report	20 percent
3.	Risk workshop completion	20 percent
4.	Draft Report: PIEVC Assessment of Sandspit Airport	20 percent
5.	Final report, executive summary, excel sheets and presentation deck	25 percent

**ANNEX A
AIRPORT INFORMATION**

Sandspit Airport (YZP)



Address:	P.O. BOX 439 Sandspit, B.C. V0T 1T0
Coordinates:	N53 15 15 W131 48 50 Elev 21`
Manager:	Robert Ells
Operated By:	Transport Canada (250) 637-5313
Status:	Certified by Transport Canada
Public Facilities:	Terminal building: Telephone, food, car rental Aerodrome: Accommodation 5nm from aerodrome: Taxi, medical facilities
Elevation AMSL	21 ft / 6 m
Runway Direction	12/30
Length	5,112 ft; 1,558m
Surface	Asphalt
Aircraft movements (2010):	4,386

APPENDIX C

SELECTION CRITERA

SELECTION CRITERIA

EVALUATION AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Point-Rated Technical Criteria

See Table 2.

2. Basis of Selection

2.1 To be declared responsive, a proposal must:

- (a) Comply with all the requirements of the bid solicitation; and
- (b) Meet all mandatory criteria; and,
- (c) Obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

2.2 Bids not meeting (a), (b) or (c) will be declared non-responsive. The responsive proposal with the highest combined rating of technical merit and price will be recommended for award of the contract, provided that the total evaluated price does not exceed the budget available for this requirement, which is **\$80,000**. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2.3 In the event that more than one responsive proposal obtains the same overall highest score, the proposal with the higher score for the point rated technical evaluation criterion will be recommended for award of a contract.

2.4 In the event that more than one responsive proposal obtains the same overall score as well as the same score for the point rated technical evaluation criterion, the proposal with the lower price will be recommended for award of the contract.

2.5 The overall score will be obtained by the sum of the points from each following criteria groups: “Technical” and “Management”.

2.6 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

2.7 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

2.8 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

- 2.9 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.10 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 2.11 Table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.

Sample: Method of Selection				
Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		90/100	77/100	80/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculation	Technical Merit Score	$90/100 \times 70 = 63$	$77/100 \times 70 = 53.9$	$80/100 \times 70 = 56$
	Pricing Score	$\$45,000/\$55,000 \times 30 = 24.55$	$\$45,000/\$50,000 \times 30 = 27$	$\$45,000/\$45,000 \times 30 = 30$
Combined Rating		87.55	80.9	86
Overall Rating		1st	3rd	2nd

Point Rated Technical Criteria

RFP Structure

Respondents to this RFP are requested to structure their proposals using the headings outlined in Table 1. Proposals should not exceed 20 pages, not including appendices.

Table 1 - RFP Structure		
Section	Description	Related rating criterion
Introduction	This section should introduce and briefly explain the firm, its capabilities and its experience in handling an assignment of this nature as well as its work in climate impacts and adaptation.	R1
Understanding of the Assignment	This section should explain the Consultant's understanding and interpretation of the objectives and requirements of this project.	R1

Table 1 - RFP Structure

<p>Technical Proposal</p>	<p>The technical proposal should include:</p> <ul style="list-style-type: none"> • A listing and description of the major tasks to complete the work, using this RFP as a guide. • A draft work plan. • Identification of any challenges in completing the project and proposed solutions to overcome these challenges. 	<p>R2, R3</p>
<p>Management Proposal</p>	<p>This management proposal should include:</p> <ul style="list-style-type: none"> • A list of key project personnel to be used in the project outlining their roles and responsibilities. • A project schedule. • Listing of any travel requirements required to complete the project, bearing in mind that, in all activities, means of reducing travel and associated expenses and the use of the most cost effective methods for data collection, interactions with airport management and local experts, and workshop delivery, are to be explored. 	<p>R4</p>
<p>Cost Proposal</p>	<p>The cost proposal should include a table that summarizes costs by the categories of labour and any other material costs. Any assumptions in developing the costs should be provided and HST should be identified separately.</p>	
<p>Summary of Qualifications and Experience</p>	<p>This section should include a brief resume of the qualifications and experience of the company and of key project personnel as they relate to this requirement. This section should clearly outline:</p> <ul style="list-style-type: none"> • Corporate experience in: <ul style="list-style-type: none"> ○ Infrastructure design, assessment of climate impacts and similar projects; ○ Successfully providing services similar to the work outlined in the attached work statement; and ○ References and contact points for similar projects that the Consultant has successfully completed. • Experience of the identified project personnel in: <ul style="list-style-type: none"> ○ Infrastructure design, assessment of climate impacts and similar projects; ○ Successfully providing services similar to the work outlined in the attached work statement; and ○ Role, if any, in executing the Consultant’s projects identified above. ○ Bidders should make note of the requirements for submitting project experience in section R5 of the rated criteria table. 	<p>R5</p>

Table 1 - RFP Structure

	<p>Project personnel should possess a demonstrated working knowledge of the engineering profession and climate impacts and adaptation.</p> <p>Corporate profiles and short-form resumes of key project personnel should be included as an appendix.</p>	
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4. Technical and Management Evaluation

4.1 Point Rated Technical and Management Criteria

Point rated Technical and Management Evaluation Criteria are described in Table 2 below. A score of zero will be given to any criteria not addressed.

Table 2 - Point Rated Technical and Management Criteria

SECTION A				
No	Rated Criteria	Max Points	Scores to be assigned based on the following	Page number in your proposal
R1	<p>The Proponent should demonstrate an understanding of scope and objective.</p> <p>The Proponent should include a short introduction with a brief explanation of the: need for the project; objectives of the proposed work; reasons for carrying it out as proposed; and benefits that would be derived.</p>	5	<p>0 Points - incorrect understanding of scope and objectives.</p> <p>1 Point - incorrect understanding of scope or objectives, or given verbatim from RFP and understanding not fully demonstrated.</p> <p>2 Points - general understanding of scope and objectives.</p> <p>3 Points - good general understanding of scope and objectives.</p> <p>4 Points – Very good general understanding of scope and objectives.</p> <p>5 Points - in-depth understanding of scope and objectives fully demonstrated.</p>	
R2	<p>The Proponent should identify potential minor and major problems and/or difficulties that could affect the outcome of the work and address how these will be resolved</p>	5	<p>0 Points – fails to identify any potential problems.</p> <p>1 Point – a few minor difficulties identified; proposed solutions will not adequately resolve all.</p> <p>2 Points – several minor difficulties identified; proposed solutions will mostly adequately resolve but lack innovation.</p> <p>3 Points – several minor and major difficulties identified; proposed solutions will</p>	

			adequately resolve most with some innovations proposed. 4 Points - several minor and major difficulties identified; proposed solutions will adequately resolve all with some innovations proposed. 5 Points - several minor and major difficulties identified; proposed solutions will adequately resolve all; proposed solutions are innovative.	
R3	<p>The Proponent should clearly outline the approach and proposed methodology to meet the requirements as well as the degree of success expected.</p> <p>The proposed approach is to be compliant with the requirements of the Statement of Work provided as part of the RFP. Sufficient detail should be provided to demonstrate the Proponent's grasp of the requirements beyond what is contained in the RFP.</p>	30	<p>0 Points - not addressed in proposal.</p> <p>5 Points - approach and methodology does not expand from RFP.</p> <p>10 Points - approach and methodology address the RFP requirements with low level of success.</p> <p>15 Points - approach and methodology address the RFP requirements with good level success.</p> <p>20 Points - approach and methodology address the RFP requirements with very good level success.</p> <p>25 Points - approach and methodology address the RFP requirements with a high level of success.</p> <p>30 Points - approach and methodology supplemented with novel suggestions that address the RFP requirements with a high level of success.</p>	
R4	The Proponent should provide a detailed work plan, including a list of specific tasks and deliverables, the level of effort (per person, per task), and the proposed schedule for completion or delivery.	15	<p><u>Work Plan / Tasks to be Performed (maximum 3 points):</u></p> <p>0 Points - not addressed in proposal.</p> <p>2 Points - work plan does not expand from RFP.</p> <p>3 Points - work plan is well explained and meets the requirements of the RFP.</p> <p><u>Schedule (maximum 3 points):</u></p> <p>0 Points - not addressed in proposal.</p> <p>2 Points - schedule is as per RFP with no additional details provided in the proposal.</p>	

			<p>3 Points - schedule expands on that included in the RFP (e.g., the proposal may identify how the activities would be ordered and organized and why; whether activities would be undertaken concurrently or sequentially; etc.), is adequate and clearly explained.</p> <p><u>Level of Effort (maximum 9 points):</u></p> <p>0 Points - not addressed in proposal.</p> <p>3 Points - adequate total level of effort; critical work performed by junior personnel.</p> <p>6 Points - adequate total level of effort; critical work performed by appropriate mix of junior/senior personnel.</p> <p>9 Points - adequate total level of effort; critical work performed by recognized subject matter experts.</p>	
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For the specific experience identified in R5.1 through R5.3, the main resource assigned to perform the related task(s) will be evaluated for the associated experience required. If the main resource has not been identified and two or more resources with different experience levels have been named, the score assigned will be based on the average of the sum of years of experience of the individual resources.

In order to be awarded points, the duration of demonstrated experience for R5.1 through R5.3 must be clearly identified by referencing specific projects, a project description, providing the name of the client, and by identifying the project start and end dates. Experience that does not clearly identify this information will not be awarded points.

R5.1	<p>Demonstrated experience in climate and meteorological sciences</p> <p>*Inclusion of a sub-contractor as a member of the project team would be acceptable for this specific criterion only. In this case, sub-contractor experience would be eligible to receive points.</p>	10	<p>0 Points - no demonstrated experience.</p> <p>2 Points - less than 2 years of demonstrated experience.</p> <p>4 Points - 2 to <5 years of demonstrated experience.</p> <p>6 Points - 5 to <10 years of demonstrated experience.</p> <p>8 Points - 10 to <15 years of demonstrated experience.</p> <p>10 Points - 15 or more years of demonstrated experience.</p>	
R5.2	<p>Demonstrated experience in structural/building engineering and/or in engineering for</p>	10	<p>0 Points - no demonstrated experience.</p> <p>2 Points - less than 2 years of demonstrated experience.</p>	

	transportation infrastructure.		<p>4 Points - 2 to <5 years of demonstrated experience.</p> <p>6 points - 5 to <10 years of demonstrated experience.</p> <p>8 Points - 10 to <15 years of demonstrated experience.</p> <p>10 Points - 15 or more years of demonstrated experience.</p>	
R5.3	<p>Demonstrated experience using the Public Infrastructure Engineering Vulnerability Committee (PIEVC) Engineering Protocol.</p> <p>*Inclusion of a sub-contractor as a member of the project team would be acceptable for this specific criterion only. In this case, sub-contractor experience would be eligible to receive points.</p>	20	<p>Detailed information (maximum of 20 points, 20 points per project using the following):</p> <p>0 Points – no demonstrated experience using the PIEVC Engineering Protocol.</p> <p>a) project description of the completed PIEVC (maximum of 6 pts)</p> <ul style="list-style-type: none"> - project description (6 pts); <p>b) scope and complexity of the project(s) (maximum of 6 pts)</p> <ul style="list-style-type: none"> - name and description of client organization (2 pt); - name and phone number of client reference (2 pt); - scope, size in dollars and resources, and project time frame (2 pt); <p>c) contribution of the individual/organization to the project(s) (maximum of 8 pts)</p> <ul style="list-style-type: none"> - contribution of the individual/organization to the project (2 pt); - objective and outcome of the project (4 pts); and, - other experience gained that could be relevant to this requirement (2 pt). 	
R6	Proposal Quality	5	<p>Up to a maximum of five (5) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p>	

			<p>1 point for including tabs between the sections of the Proposal;</p> <p>2 points for ordering/structuring the Proposal to match the order and sequence of the Point-Rated Requirements in the RFP; and,</p> <p>Up to 2 points for the overall quality of the Proposal as it relates to presentation of information and ease-of-use, as per the following breakdown:</p> <p>-the proposal’s presentation is confusing – 0 points</p> <p>-the proposal’s presentation is adequately clear and fairly easy to use – 1 point</p> <p>-the proposal’s presentation is exceptionally clear and concise, and is very easy to use – 2 points</p>	
	Total	/100		
SECTION B				
BONUS POINTS:				
Bidders will be awarded additional points as per the below criteria:				
B1	PIEVC Experience - Relevance Use of PIEVC on transportation infrastructure.	10	If a project used for R5.3 was on transportation infrastructure, the proponent will receive 10pts.	
	Total bonus points	/10		
	Total technical score = Total score + Bonus points. Please note that the maximum possible total technical score is 100. Bonus points will only be added to the total up to and including 100 points.	Max points (including bonus points) 100		
Minimum required score is 70/100 points (70%)				

APPENDIX E

GENERAL CONDITIONS

GENERAL CONDITIONS
PROFESSIONAL SERVICES

1. INTERPRETATION

In the Purchase Order,

1.1. "Amendment" means "Revision";

1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;

1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;

1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

1.5. "HER MAJESTY" INCLUDES HER MAJESTY THE QUEEN IN RIGHT OF CANADA OR ANY AGENT OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AND INCLUDES A CROWN CORPORATION AND A DEPARTMENTAL CORPORATION.

1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;

1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;

1.9. "prototypes" includes models, patterns and samples;

1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;

1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. PRIORITY OF DOCUMENTS

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

3. SUCCESSORS AND ASSIGNS

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

4. ASSIGNMENT, SUBCONTRACTING AND NOVATION

4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. TIME OF THE ESSENCE

5.1. Time is of the essence of the Contract.

5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.

5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. INDEMNIFICATION

6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the

performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. NOTICES

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

8. TERMINATION OR SUSPENSION

8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.

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

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

9. TERMINATION DUE TO DEFAULT OF CONTRACTOR

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

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the

Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

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

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

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

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

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

10. RECORDS TO BE KEPT BY CONTRACTOR

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

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

11.2. Technical documentation shall contain the following copyright notice:

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

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

12. CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE

12.1. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

13. CONTRACTOR STATUS

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

14. WARRANTY BY CONTRACTOR

14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

15. MEMBER OF HOUSE OF COMMONS

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

16. AMENDMENTS

16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. ENTIRE AGREEMENT

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

18. PAYMENT BY THE MINISTER

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

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

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

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

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

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

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

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

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

whichever is later.

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

19. PAYMENT OF INTEREST ON OVERDUE ACCOUNTS

19.1. For the purposes of this Article:

19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable,

19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and

19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

19.4. The Minister shall not be liable to pay interest on overdue advance payments.

20. SCHEDULE AND LOCATION OF WORK

20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

21. NO OTHER BENEFITS

21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.

21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

22. APPLICATIONS, REPORTS, PAYMENTS BY CONTRACTOR AND APPLICABLE LEGISLATION

22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers'

Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.

22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.

22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. MINISTER’S RESPONSIBILITIES

The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.

24. PUBLIC DISCLOSURE

24.1. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract.

25. Integrity Provisions

25.1 Statement

25.1.1 The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.

25.1.2 The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada’s right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

25.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or

obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

25.5 Canadian Offences Resulting in Legal Incapacity

25.5.1 The Contractor has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.5.1.1 paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or

25.5.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*, or

25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).

25.6 Canadian Offences

The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.6.1.1 section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code*, or

25.6.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the *Competition Act*, or

25.6.1.3 section 239 (*False or deceptive statements*) of the *Income Tax Act*, or

25.6.1.4 section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or

25.6.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the *Corruption of Foreign Public Officials Act*, or

25.6.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*, or

25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

25.7 Foreign Offences

The Contractor has certified that:

25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;

25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;

25.7.1.3 the court's decision was not obtained by fraud; and

25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

25.8 Ineligibility to Contract with Canada

25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

25.8.1.1 terminate the contract for default; or

25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain

offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or

25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the *Ineligibility and Suspension Policy*, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after contract award, Canada may, following a notice period:

25.8.3.1 terminate the contract for default; or

25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the *Ineligibility and Suspension Policy* after contract award, Canada may, following a notice period:

25.8.4.1 terminate the contract for default; or

25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.

25.10 Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;

25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;

25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;

25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;

25.11.3 been granted a pardon under section 748 of the *Criminal Code*;

25.11.4 received a record of suspension ordered under the *Criminal Records Act*; and

25.11.5 been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years

APPENDIX F

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

8. CONTRACT SECURITY

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

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

9. INSURANCE

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

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

13. INCOMPLETE TENDERS

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

14. REFERENCES

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

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

The lowest or any tender will not necessarily be accepted.

APPENDIX D

REQUIREMENTS FOR SIGNATURE

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

COMMENTS:

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

APPENDIX G

SAMPLE RETURN ENVELOPE FORMAT

RETURN ENVELOPES

**ENVELOPE 1 - TECHNICAL
ENVELOPE 2 - COST**

PLEASE ENSURE THE FOLLOWING INFORMATION IS
PROVIDED ON THE FRONT OF **ENVELOPE 2 – COST**

- **CONTACT NAME**
- **TELEPHONE NUMBER**
- **FAX NUMBER**

FROM - EXPÉDITEUR
Sandpit Assessment
NUMBER - NUMÉRO T8080-170381
DATE DUE - DÉLAI MARCH 16, 2018

TENDER RECEPTION

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