



Transport
Canada

Transports
Canada

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

March 21, 2018

Subject: Request for Proposal T8080-170626 - Northern Transportation Systems Assessment (NTSA)

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Services for a Risk Assessment commencing from contract award in accordance with the Terms of Reference attached hereto as Appendix "B".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-170626**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
Tower "C", Place de Ville
Mail Room Operations – Food Court Level
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 30, 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 "B".

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

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

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

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

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

ENVELOPE 2 - COST PROPOSAL

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Osman Zakir, Transport Canada, FAX: (613) 991-0854, e-mail osman.zakir@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on April 23, 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 Osman Zakir at 613-991-3687 or by fax at 613-991-0854.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

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

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

Yours truly,

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

Canada

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: Northern Transportation Systems Assessment (NTSA)

OFFER SUBMITTED BY:

_____ **(Name of Company)**

_____ **(Complete Address)**

GST Number _____ **PBN Number** _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

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

3. Period of Services

The period of the Contract is from the date of Contract Award to a date based on the deliverable dates identified in Article 2.1 of the Terms of Reference. This date will not be beyond March 31, 2019.

3.1 Option to Extend the Contract

No option periods.

4. Cost Proposal

4.1 Professional Services and Associated Costs

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

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

Phase	Total
Phase I – Interim Report	
Phase II – Final Report	
Phase III – Interim Report	
Phase IV – Final Report	

An all-inclusive fixed price of contract period:

\$ _____
(GST/HST extra)

4.2 Travel Expenses

Travel Expenses are to be included in the all-inclusive fixed price.

4.3 Method of Payment

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

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

5. Provincial Sales Tax (PST)

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

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

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

7. Appropriate Law

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

8. Tender Validity

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

9. Proposal Documents

The Contractor herewith submits the following:

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

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

10. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 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” - Professional Services – Northern Transportation Systems Assessment (NTSA)

PRICE BREAKDOWN FOR T8080-170626

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

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

Initial contract

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

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

APPENDIX “B”

TERMS OF REFERENCE/SELECTION CRITERIA

NTSA - 2019

The 2019 Northern Transportation Systems Assessment (NTSA) will determine what transportation infrastructure is required to support growing demand in the territorial north over the next 20 years. The NTSA will determine what incremental improvements will promote a transportation system that reflects Canada's vision for social, economic, cultural and environmental development in the territorial north and contribute to the Government of Canada's Arctic Policy Framework.

The Contractor will consider:

- Freight and passenger traffic flows into, out of and throughout the territorial north for the four traditional modes of transportation (air, road, marine, rail), non-traditional modes and the intermodal systems.
- Current and future transportation demands that will be placed on key multi modal transportation systems;
- Community, cultural and personal needs of northern residents including indigenous needs (i.e. emergency access, food security, housing, tourism development, access to economic opportunities, community resupply including fuel/energy needs etc.);
- Impacts of long-term resource development projects (both social, cultural and transportation related);
- How climate change will impact northern transportation infrastructure and existing routes over the forecast period;
- Environmental issues associated with using/relying on a specific mode of transportation (i.e. risk of occurrence of petroleum product spills associated with transferring fuel from marine vessels, greenhouse gas emissions, heavy fuel oil, ballast water, etc.);
- Areas of environmental sensitivity (i.e. migration patterns, bird sanctuaries, and marine protected areas); and
- The northern governance structure, including territorial governments, indigenous governance, northern land use plans, treaty rights and environmental review assessment boards.

Transportation 2030 priorities will be integrated whenever possible by demonstrating how different options:

- Help provide greater choices at lower costs for travelers;
- Build safer and more secure transportation systems;
- Help reduce air pollution and embrace new technologies;
- Build competitive world-leading-marine corridors; that are environmentally sustainable, and create the best use of northern transportation infrastructure;
- Improve performance of transportation systems to build more robust and fluid trade corridors and grow Canada's economy.

Phase I of the assessment will provide an analysis of existing and future transportation demand in the North.

Phase II of the assessment will determine what transportation infrastructure is required to support both current needs and future demand, and identify incremental improvements that could be made over the short, medium and long term.

2.0 SCOPE OF WORK

This assessment consists of two phases:

Phase I - Transportation Demand in the North

Phase II - Transportation Infrastructure Needs

Phase I-Transportation Demand in the North

In Phase 1 of the assessment, the Contractor will provide an assessment of current and future transportation demands and pressures in the North.

In determining current transportation demand, the following must be provided for each of the key systems identified:

- An assessment of current passenger flows by mode;
- An assessment of current freight flows by mode and by volume. This assessment must be in both metric tons and in physical capacity units;
- An assessment of current passenger and freight flows on seasonal roads (winter/ice roads). This assessment should be in both physical capacity units and metric tons (freight only);
- A description of origins and destinations associated with these traffic flows;
- A description of freight traffic profiles (e.g. bulk fuel versus dry freight);
- Detailed maps that clearly identify traffic flows on the northern transportation network. The reader must be able to easily locate each element of transportation infrastructure and cities mentioned in the report;
- Detailed maps that clearly identify the infrastructure needed to meet the current demand.

Maps must also include a graphical representation to demonstrate the flow of goods on the network. Flow charts do not have to be integrated on the map but must be easy to consult. A color code or some symbols must be used for the reader to be able to get a clear picture of the situation on the map without charts.

In determining future transportation pressures, the following must be provided for each of the key transportation systems identified:

- A Forecast of future freight flows by mode and by volume (in five year intervals starting in 2020 and ending in 2040). This forecast must be in both metric tons and in physical capacity units. The forecast should identify the volume of future freight flows that will operate on seasonal roads;
- The forecast will include low, medium and high transportation demand scenarios depending on the number of resource development projects that are assumed to proceed during the forecast period;
- An assessment of origins and destinations associated with these traffic flows;
- An assessment of the economic; socio- economic; cultural; climatic/environmental factors (e.g. climate change related risks/vulnerabilities, demographic trends, land claims, global markets, expected technological development, etc.) that have been and will drive both freight and passenger traffic flows between the origins and destinations;
- An assessment of freight traffic profiles;
- An assessment of passengers' traffic profile;
- Detailed maps that clearly identify how traffic flows on the northern transportation network will likely change over time (in ten year intervals starting in 2020 and ending in 2040). The maps must include a graphical representation to demonstrate the flow of goods and people on the network. Maps must also display locations of modern treaty claims, and both current and proposed land use arrangements.

The Contractor will consult with key stakeholders including Territorial governments, indigenous community representatives, and private stakeholders to validate current and future transportation demand. In order to assist the Contractor in obtaining information, Transport Canada will provide the Contractor with a signed letter of introduction that will inform stakeholders in writing of the purpose of the NTSA. The Contractor will be expected to make at least one trip to each of the Territorial capitals to meet

with the Territorial governments, indigenous community representatives and other stakeholders. TC retains the right to attend these meetings.

Other stakeholder consultations can be completed by phone, electronic mail, and where possible, in person. The consultant will document the feedback obtained from all consultations.

Phase II - Transportation Infrastructure Needs

The objective of Phase II is to develop a vision for a northern transportation system that will meet the anticipated needs of the territorial north for the next 20 years and the objectives of Transport Canada's Arctic Transportation Policy Framework.

The results of Phase II may be used as the basis for developing a transportation infrastructure investment plan that will include options for making improvements to the northern transportation network in the short, medium and long term.

Northern Transportation Infrastructure Supply:

In Phase II the Contractor will assess the network performance and identify any constraints on the existing transportation infrastructure for each of the four main modes of transportation, and will also take into account non-traditional modes. The Contractor must use a variety of performance measures in this assessment including taking into account efficiencies, freight rates, system reliability, vulnerability to climate change impacts, safety and security, the views of stakeholders and Indigenous communities, traditional knowledge, and identify any specific infrastructure and performance gaps or deficits.

Once the Contractor has an understanding of how the system is currently performing, the Contractor will determine whether the existing transportation system is sufficient to support anticipated future transportation demand related to both resource development and Indigenous and community needs. This will require the Contractor to use the results of Phase 1 to assess all aspects of transportation infrastructure requirements for each of the transportation systems.

Developing an Infrastructure Investment Plan

Once the Contractor has an understanding of what the transportation infrastructure requirements are for the territorial north, the Contractor will develop options for making short, medium and long term improvements to the northern transportation system and include a rationale for each option.

The options presented will be based on developing a system that best meets the needs of the territorial north and linkages to the rest of Canada. The Contractor will assess these options based on ease of implementation and immediate and long-term benefits for the northern transportation system and its users. The options presented will aim to support a competitive transportation system and consider connections to global markets.

In identifying potential short-term infrastructure improvements, the Contractor must give primary consideration to projects that could be undertaken and completed within the next five construction seasons. The Contractor must consider projects in all modes of transportation. The Contractor must provide a list of recommendations, with rationale, for short-term infrastructure improvement projects across each of the three territories that would best support both current and anticipated future transportation demand.

In identifying potential medium-term infrastructure improvements, the Contractor must consider longer-term projects that could be undertaken within the next five to ten years. The Contractor must again consider projects in all modes of transportation that would best address current and future anticipated transportation demands. These medium-term projects would support resource development opportunities and community needs across the territorial north.

In identifying potential long-term infrastructure improvements, the Contractor will consider large projects that may not be justified in the short term but that would support the medium and long-term sustainability of the territorial north. The objective is to take a pan-northern approach to identifying long-term projects that would meet future community needs and would support long-term social and economic development in the territorial north. These long-term improvements would support a competitive, fluid and resilient northern transportation system that provides increased access to global markets.

3.0 REFERENCES/BACKGROUND MATERIAL

There are a number of reports and infrastructure proposals that have been completed over the past few years that consider various components of the northern transportation system.

Transport Canada Reports:

PROLOG Canada Inc. & EBA Engineering Consultants Ltd (2010), Northern transportation system assessment, Phase I and II

Yukon, Northwest Territories and Nunavut Assessments:

To be defined

4.0 WORK PLAN, SCHEDULE, DELIVERABLES, REPORTING

Steering Committee

A Steering Committee made up of three (3) representatives from Transport Canada will oversee the delivery of the project. The Steering Committee will be responsible for reviewing all deliverables produced by the Contractor and for ensuring that the objectives of the assessment are met.

Engagement

The contractor is required to provide the steering committee with an engagement plan demonstrating the method in which indigenous communities and territorial governments will be consulted and how their input will be integrated into each phase of the project.

Reporting:

Monthly Conference Calls: The Contractor will provide updates to the Steering Committee once a month by conference call. This will give the Contractor the opportunity to discuss any issues that need to be resolved in meeting the specific objectives of the assessment. The date and time of the calls will be set and determined at the Initial Meeting.

In-Person Meetings: The Contractor will participate in up to four In-Person Meetings with the Steering Committee. The In-Person Meetings are expected to take up to three hours.

1. **Initial Meeting:** The Initial Meeting will take place with the Steering Committee in person at Transport Canada within two weeks of the contract being awarded. The Contractor will provide the detailed work plan submitted in their proposal for review at the Initial Meeting. The Initial Meeting will review all functions related to the execution of the project and confirm milestone dates and deliverables. The Contractor will also be able to meet with the various modal policy groups at Transport Canada, with an interest in northern transportation, to discuss information resources and data sources. This meeting will provide the Contractor with the opportunity to raise any issues and to ask any questions that need to be resolved to meet the objectives of the project.
2. **Interim Report Meeting –Phase I:** The purpose of this meeting will be to review the work completed by the Contractor for Phase I and to discuss any issues that need to be resolved to meet the objectives of the assessment. The meeting will also provide an opportunity to validate likely sources of transportation demand over the next 20 years.
3. **Phase I Final Report Meeting:** This will take place in Ottawa, ON. The Contractor will present the results of the Phase I Report findings and a summarizing Power Point presentation to Transport Canada at the Phase 1 Report Meeting. This meeting will also provide an opportunity to discuss the Phase II and to confirm the Phase II milestone dates and deliverables.
4. **Phase II Final Report Meeting:** This meeting will take place in Ottawa, ON. At this meeting the Contractor will present a draft of Phase II Report and summarizing Power Point presentation to

Transport Canada and other interested federal, territorial and Indigenous representatives. At this meeting Transport Canada will be provided with an opportunity to provide comments on the Phase II Report, which will be incorporated into the Final Report.

DELIVERABLES:

There are four deliverable associated with this project:

1. Phase I Interim Report – due by August 10th 2018;
2. Phase I Final Report - due by November 30st, 2018;
3. Phase II Interim Report – due by May 31st 2019;
4. Phase II Final Report - due by June 28th 2019

Each deliverable must include the following

An electronic copy of the report in Microsoft Word and PDF formats;

An electronic copy of the Executive Summary in English, French and Inuktitut

The Contractor will provide all documentation in English.

For the final reports:

An electronic copy of the presentation in Microsoft Power Point;

A full list and provision of reference materials/bibliography and data sources; and

All datasets and electronic worksheets/models developed to support the analysis must be provided with the Phase I and Phase II Final Report

5.0 LEVEL OF EFFORT

Transport Canada anticipates that the Phase I of the NTSA will take approximately 100 to 150 person-days to complete and the Phase II will take approximately 75 to 100 person-days to complete.

6.0 PROJECT ADMINISTRATION

A designated representative from Strategic Policy Innovation, Ottawa and a designated representative from Coordination and Policy Advice, Prairie and Northern Region, Transport Canada shall be Transport Canada's Representatives for this project.

RESPONSIBILITIES:

Contractor's Obligations

The Contractor must:

- Ensure the availability of adequate resources to complete the contract on schedule and within budget, the availability of back-up resources in case of unforeseen illness, injury or other reasons that may result in the withdrawal of the planned resources (See *Continuity and Replacement of Resources* section below);
- Ensure that the interests of all stakeholders (e.g.: shippers, shipping lines, railways, trucking companies, Transport Canada, Statistics Canada, etc.) are fully protected in terms of their handling of proprietary data and sensitive market information;
- Ensure that all confidential transportation and trade data provided by Transport Canada or its partners is returned or deleted by the contract end date; and
- Not commence any work, or be entitled to compensation for any work undertaken, until both parties have signed a contract and the Project Authority has given authorization.

Transport Canada's Obligations

Transport Canada shall:

- Monitor contract progress and provide timely feedback to the Contractor;
- Make available the transportation data and literature/studies that it holds, using formats and aggregations that will be agreed upon in the initial meeting; and
- Promote and identify expert panel members to participate in any consultations and workshops.

Continuity and Replacement of Resources:

The Contractor will be responsible to ensure that all proposed personnel and other professional resources are assigned for the duration of the agreement and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative effect on any work in progress.

Should, for any reason, the designated resources not be available for the project, the

Contractor shall immediately make available a fully qualified replacement resource that is acceptable to Project Authority. The Contract shall notify the Project Authority in writing regarding the identity and qualifications of the proposed replacement resource. If no suitable replacement resource can be provided within a suitable timeframe (maximum five (5) working days) then the Project Authority may elect to terminate the Project.

Note that replacement resources are to be evaluated in accordance with the original Evaluation Criteria.

All services rendered are subject to evaluation within a reasonable time period (maximum five (5) working days) on the basis of quality and adherence to the agreed schedule and standards. The Contractor's assigned personnel must be capable of performing at a level of competence deemed acceptable by the Project Authority based on the original Evaluation

Criteria. Should the Project Authority deem any replacement personal unsuitable, the Project Authority may request alternate resources by verbally contacting the Contractor and then following up with written notice. The Contractor shall have two (2) working days from receipt of written notice to provide a suitable replacement.

7.0 IMPOSED CONSTRAINTS

7.1 CONFLICT OF INTEREST

The contractor, the team or team member carrying out this contract is expected to identify any conflict of interest, declare them early in the performance of the work and act in accordance with the instructions provided by TC to resolve them.

7.2 STANDARDS OF CONDUCT AND CONFIDENTIALITY OF INFORMATION

The successful contractor agrees to hold as confidential and shall not disclose to any person or firm any information gathered through assignment (s) or the knowledge of pending assignments. The only exception is if and only if that disclosure of such confidential information is necessary for the performance of the duties of the contractor, as agreed by the Department.

7.3 COMMERCIALY-SENSITIVE INFORMATION

The information provided by Transport Canada and/or its stakeholder(s) as part of the Project will include information that is commercially sensitive. Any information provided as part of the Project must be protected from disclosure to the extent permitted by law. The Contractor must ensure that its handling of confidential, proprietary and market sensitive data obtained from Transport Canada, the Territorial governments and other stakeholders protects the interests of the sources.

Before receiving any data associated with this project, the Contractor must additionally conclude a formal agreement with Transport Canada on the handling, use and final disposition of the data.

7.4 INTELLECTUAL PROPERTY

Transport Canada has determined that any Intellectual Property arising from the performance of the work under the contract will vest in Canada, on the following grounds: the Foreground consists of material subject to copyright.

7.5 SECURITY REQUIREMENTS

Transport Canada has determined the contractor must ensure all proposed resources to this contract hold a valid and current Government of Canada security clearance to the enhanced level or are willing to subject their proposed team to the security clearance process immediately following notice of acceptance of proposal by the Department. Security clearance must be maintained throughout the period of the contract.

7.6 LANGUAGE OF WORK

The language of work will be English.

7.7 LOCATION OF WORK

The work as described in this Terms of Reference will be performed in the contractor's normal place of business with the exception of the requirement to attend meetings as outlined.

7.8 APPROPRIATE LAW

This contract awarded shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

7.9 TRAVEL

The contractor will be required to travel to Ottawa Ontario as well as each of the Territorial capitals in support of the project. See 4.0 Workplan, Schedule, Deliverables, and Reporting for details. Travel arrangements will be the contractor's responsibility and should incur in accordance with the Government of Canada Directive on Travel. All travel will form part of a fixed price contract.

7.10 FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY

This contract is subject to the terms and conditions of the Federal Contractor's Program for Employment Equity, information is contained in Appendix F.

8.0 CONTRACT START AND COMPLETION DATES

The contract will commence on contract award and all associated contractual works must be completed by March 31st 2019, 2019. Please refer to 4.0 WORK PLAN, SCHEDULE, DELIVERABLES, REPORTING.

9.0 PROJECT BUDGET & METHOD OF PAYMENT

9.1 METHOD OF PAYMENT

Payments shall be made following receipt of a detailed invoice. Invoices are sent to the Project Authority.

10.0 ACCEPTANCE

All services are to be completed to the satisfaction of the Departmental Representative. Work will be accepted through the authorization, by the PA, for payment of invoices related to the services provided.

The Project Authority or their delegate, reserve the right to observe and comment on the work as executed and to request, in writing, that corrective measures be undertaken for unsatisfactory services. The contractor must provide such measures within the time by the Project Authority. Failure to respond to such requests or to take corrective measures by the contractor may be cause for cancellation of the contract.

11.0 AMENDMENTS

Any changes to this contract must be agreed to by both parties and formalized by way of a written amendment.

12.0 DEPARTMENTAL REPRESENTATIVES

To be determined

Contracting Authority

Osman Zakir
Team Leader
613-991-3687
osman.zakir@tc.gc.ca

13.0 Applicable Documents and Glossary

NTSA - Northern Transportation Systems Assessment
PA - Project Authority
PNR - Prairie and Northern Region
TC - Transport Canada

Evaluation Criteria

Bidder: _____

Evaluator: _____

1. Technical and Management Evaluation

1.1 Point Rated Technical and Management Criteria

Point rated Technical and Management Evaluation Criteria are described in Table 3 below. A score of zero will be given to any criteria not addressed.

Table 3 - Point Rated Technical and Management Criteria				
SECTION A				
No	Rated Criteria	Max Points	Scores to be assigned based on the following	Evaluator notes
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 for both part I and part II.</p>	10	<p>0 Points - incorrect understanding of scope and objectives.</p> <p>2 Points - incorrect understanding of scope or objectives, or given verbatim from RFP and understanding not fully demonstrated.</p> <p>4 Points – weak understanding of scope and/or objectives.</p> <p>6 Points - good general understanding of scope and objectives.</p> <p>8 Points – very good understanding of scope and objectives.</p> <p>10 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>	10	<p>0 Points – fails to identify any panel-validated potential problems.</p> <p>2 Point – a few minor difficulties identified; proposed solutions will not adequately resolve all.</p> <p>4 Points – several minor difficulties identified; proposed solutions will mostly adequately resolve but lack innovation.</p> <p>6 Points – several minor and major difficulties identified; proposed solutions will adequately resolve most with some innovations proposed.</p> <p>8 Points - several minor and major difficulties identified; proposed solutions will adequately resolve all with some innovations proposed.</p> <p>10 Points - several minor and major difficulties identified; proposed solutions will adequately</p>	

			resolve all; proposed solutions are innovative.	
R3	<p>The proponent should demonstrate an understanding of the unique conditions and issues related to the project and the information needed.</p> <p>The proposed approach should consider specific issues faced by territorial governments and indigenous communities living and working in a northern environment.</p>	10	<p>0 Points – fails to demonstrate understanding.</p> <p>2 Point – weak demonstration of understanding.</p> <p>4 Points – several minor items identified; however understanding inadequately demonstrated.</p> <p>6 Points – some issues addressed to demonstrate understanding.</p> <p>8 Points - several issues discussed demonstrating a good understanding of conditions and issues.</p> <p>10 Points – strong understanding demonstrated of unique conditions and issues related to the project, including a particular focus on issues faced by territorial governments and indigenous communities.</p>	
R4	<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>	20	<p>0 Points - not addressed in proposal.</p> <p>3 Points - approach and methodology does not expand from RFP.</p> <p>6 Points - approach and methodology address the RFP requirements with little level of success.</p> <p>10 Points - approach and methodology address the RFP requirements with some level of success</p> <p>13 Points - approach and methodology address the RFP requirements with a medium level of success.</p> <p>16 Points - approach and methodology address the RFP requirements with a high level of success.</p> <p>20 Points - approach and methodology supplemented with novel suggestions that address the RFP requirements with a high level of success.</p>	
R5	<p>Proponent should demonstrate completion of similar projects. In particular this should include qualifications and experience related to transportation infrastructure planning and management; experience in the</p>	15	<p>0 Points – no related experience demonstrated.</p> <p>3 Points – Weak experience demonstrated, without a particular focus on the required qualifications.</p> <p>6 Points – Some related experience demonstrated but with weak focus on the required qualifications.</p>	

	development of cost models; and estimating and evaluation of infrastructure related investments.		<p>9 Points – Some related experience with a demonstrated experience in some required qualifications (only 1 strong or two weak)</p> <p>12 Points – Good related experience with required qualifications demonstrated in 2 areas.</p> <p>15 Points – Strong related experience reflecting qualifications in all related areas.</p>	
R6	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>	
R7	The Proponent should provide a detailed engagement plan that shows how indigenous communities and territorial governments will be approached,	20	<p>0 Points - not addressed in proposal.</p> <p>3 Points – a section regarding the engagement of indigenous and territorial stakeholders is present but not detailed</p> <p>6 Points – an engagement plan</p>	

	<p>consulted and their views included in the project. The method that will be used should be clearly defined. Challenges, expected means to overcome them as well as the degree of success expected should be presented.</p>		<p>shows how indigenous and territorial stakeholders will be involved 10 Points - approach and methodology of the plan shows how indigenous and territorial stakeholders will be engaged and address possible challenges 13 Points - approach and methodology of the plan shows how indigenous and territorial stakeholders will be engaged. The plan addresses possible challenges and solutions with medium level of success. 16 Points - approach and methodology of the plan address the requirements to engage indigenous communities and territorial governments with a level of success and show some mitigating options if problems arise. 20 Points - approach and methodology of the plan are supplemented with novel suggestions. The plan demonstrates how to overcome challenges and portend to include territorial governments and indigenous communities in the project with a high level of success.</p>	
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For the specific experience identified in R7.1 through R7.5, 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 R7.1 through R7.4, 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.

Note that proponents should ensure in writing that the proposed team and presented hours are an accurate reflection of work to occur.

R7.1	<p>Demonstrated experience as an Economist, including economic modelling.</p> <p>Economists should have a demonstrated capacity and interest in operating within a relevant cross-disciplinary environment (i.e. with climate change specialists and political</p>	10	<p>0 Points - no demonstrated experience. 2 Points - less than 2 years of demonstrated experience. 4 Points - 2 to <5 years of demonstrated experience. 6 Points - 5 to <10 years of demonstrated experience. 8 Points - 10 to <15 years of demonstrated experience. 10 Points - 15 or more years of demonstrated experience.</p>	
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	analysts).			
R7.2	<p>Demonstrated experience working with indigenous communities and territorial governments.</p> <p>Specialists in this field should have a demonstrated capacity and interest in interacting with indigenous communities and territorial governments</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 or more years of demonstrated experience.</p> <p>10 Points – 10 or more years of experience with a particularly broad experience consulting indigenous communities.</p>	
R7.3	Capacity to facilitate meetings with different stakeholders, identify their issues and synthesize them.	15	<p>0 Points - no demonstrated experience.</p> <p>3 Points - less than 2 years of demonstrated experience.</p> <p>6 Points - 2 to <5 years of demonstrated experience.</p> <p>9 points - 5 to <10 years of demonstrated experience.</p> <p>12 Points - 10 to <15 years of demonstrated experience.</p> <p>15 Points - 15 or more years of demonstrated experience.</p>	
R7.4	Demonstrated experience in northern engineering aspects of transportation infrastructure planning	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>	
R8	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 Mandatory and Point-Rated Requirements in the RFP; and,</p> <p>Up to 2 points for the overall</p>	

			<p>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	/150		
<p>BONUS POINTS: Bidders will be awarded additional points as per the below criteria:</p>				
B1	Demonstrated experience in GIS (Specifically related to GIS cartography and GIS data management)	10	<p>0 Points - no demonstrated experience. 2 Point2 - less than 2 years of demonstrated experience. 4 Points - 2 to <5 years of demonstrated experience. 6 points - 5 to <10 years of demonstrated experience. 8 Points - 10 to <15 years of demonstrated experience. 10 Points - 15 or more years of demonstrated experience.</p>	
	<p>Total technical score = Total score</p> <p>Please note that the maximum possible total technical score is 150.</p>	Max points 160		
Minimum required score is 105/150 points (70%)				

TRANSPORT CANADA
APPENDIX "C"
GENERAL CONDITIONS

**GENERAL CONDITIONS
PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

- 4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
 - 4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
 - 4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
 - 4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.
5. Time of the Essence
- 5.1. Time is of the essence of the Contract.
 - 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
 - 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
 - 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
 - 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.
6. Indemnification

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

7. Notices

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

8. Termination or Suspension

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
 - 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
 - 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.
9. Termination due to Default of Contractor
- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
 - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
 - 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
 - 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
 - 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
 - 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.
10. Records to be kept by Contractor

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
 - 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
 - 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.
11. Ownership of Intellectual and Other Property including Copyright
- 11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
 - 11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport
 - 11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.
12. Conflict of Interest and Post-Employment Measures
- 12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
 - 12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
 - 12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

- 20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.
- 20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.
21. No Other Benefits
- 21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.
- 21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.
22. Applications, Reports, Payments by Contractor and Applicable Legislation
- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.
23. Minister's Responsibilities
- The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.
24. Certification - Contingency Fees, Criminal Code, Public Disclosure
- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

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

TRANSPORT CANADA
APPENDIX "D"
SUPPLEMENTAL CONDITIONS

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

CROWN OWNS

The following set of clauses entitled **CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information** replaces all clauses referring to ownership of intellectual and other property, including copyright, in the General Conditions.

CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights

01 Interpretation

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Canada" means Her Majesty the Queen in right of Canada;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"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 his/her representative(s) appointed for the purpose of the Contract;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the

prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

(a) for the use, operation, maintenance, repair or overhaul of the Work;

(b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;

(c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

05 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

(a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;

(b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

(c) is independently developed by or for Canada; or or

(d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

TRANSPORT CANADA
APPENDIX "E"
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.

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 "F"
REQUIREMENTS FOR SIGNATURE

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of:
 (a) leases in excess of three years or any other disposition of land or an interest therein; and
 (b) offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

COMMENTS:

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

TRANSPORT CANADA
APPENDIX "G"
PROGRAM FOR EMPLOYMENT EQUITY

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE - NOTA

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

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

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

OR - OU

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

OR - OU

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

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

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

FEDERAL CONTRACTORS PROGRAM

INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

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

DESCRIPTION

Suppliers of goods and services to the federal government that

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

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

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

REQUIREMENTS

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

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

OPERATION

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

- Certification
- Implementation
- Compliance Review

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

Step 1: Certification

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

Step 2: Implementation

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

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

Step 3: Compliance Review

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

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

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

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

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

APPEALS AND SANCTIONS

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

FCP CRITERIA FOR IMPLEMENTATION

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

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

Criterion 1: Communication of Employment Equity to Employees

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

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

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

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

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

Criterion 3: Collection and Maintenance of Workforce Information

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

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

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

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

Criterion 9: Establishment of a Positive Work Environment

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

Criterion 10: Adoption of Monitoring Procedures

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

Criterion 11: Authorization to Enter Premises

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

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

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

Criteria for Implementation

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

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

TRANSPORT CANADA

APPENDIX "H"

BIDDER'S DECLARATION

Bidder's Declaration

Protected "B" when completed

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

Financial Administration Act

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

Yes [] / No []

Comments:

Criminal Code

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

Yes [] / No []

Comments:

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

Criminal Code

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

Yes [] / No []

Comments:

Competition Act

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

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

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

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

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

Yes [] / No []

Comments:

Other acts

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

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Northern Transportation Systems Assessment
NUMBER - NUMÉRO T8080-170626
DATE DUE - DÉLAI April 30th, 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)