



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

June 6, 2018

**Subject: Request for Proposal T8080-180033
INTERNATIONAL SCAN AND COMPARATIVE ANALYSIS OF NAVIGATION AND
CARGO TRANSFER SAFETY PRACTICES**

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for an International Scan and Comparative Analysis of Navigation and Cargo Transfer Safety Practices.

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 T8080-180033**", together with the title of the work, name and address of your firm, and address it to:

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

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on July 18, 2018**. **It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

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

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

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

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

ENVELOPE 1 - TECHNICAL PROPOSAL

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Statement of Work 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 Statement of Work;
- names of a minimum of three (3) resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

ENVELOPE 2 - COST PROPOSAL

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Jenny O’Neil, Transport Canada, E-mail: jenny.oneil@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on July 5, 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 Jenny O’Neil at 613-990-7643.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

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

By submitting a proposal, the Bidder acknowledges Canada’s rights under this section and waives any right, or cause of action, against Canada by reason of Canada’s failure to accept the proposal

submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise”.

Yours truly,

(Original signed by)

Jenny O’Neil
Transport Canada
Contracting Specialist
330, Sparks Street
Place de Ville – Tower C
Ottawa, Ontario - K1A 0N5
Tel.: 613-990-7643
E-Mail: jenny.oneil@tc.gc.ca

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

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

SAMPLE RETURN ENVELOPE FORMAT

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: International Scan and Comparative Analysis of Navigation and Cargo Transfer Safety Practices.

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ **PBN Number** _____

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

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

3. Period of Services

The services of the Contractor will be required for a period of approximately one year commencing upon contract award. The expected completion date of this project is no later than **January 31, 2019**

4. Cost Proposal

Professional Services and Associated Costs

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

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

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

For Evaluation Purposes Only

Evaluated Price (Applicable taxes excluded): \$ _____
(i.e., sum of: Total Contract Period)

4.4 Method of Payment

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

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

5. Provincial Sales Tax (PST)

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

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

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

7. Appropriate Law

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

8. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 120 calendar days after the proposal closing date.

9. Proposal Documents

The Contractor herewith submits the following:

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

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

10. Signatures

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2018
In the presence of

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A-1” –

PRICE BREAKDOWN FOR T8080-180033

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

1. Contract period - Professional Services (rates to include per diems, etc.)

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

TRANSPORT CANADA
APPENDIX “B”
STATEMENT OF WORK

INTERNATIONAL SCAN AND COMPARATIVE ANALYSIS OF NAVIGATION AND CARGO TRANSFER SAFETY PRACTICES

1.0 PURPOSE

Transport Canada requires a Consultant¹ to undertake professional services for research and analysis. The Consultant will investigate and assess a range of existing programs for marine navigation and cargo² transfer safety in international jurisdictions³, in order to identify best practices and potential opportunities for an enhanced marine navigation safety assessment program applicable in Canada.

2.0 TITLE OF PROJECT

International Scan and Comparative Analysis of Marine Navigation and Cargo Transfer Safety Practices

3.0 BACKGROUND

The Government of Canada announced a \$1.5 billion national Oceans Protection Plan (OPP) in November 2016, with the purpose of improving marine safety and responsible shipping, protecting Canada’s marine environment, and offering new possibilities for Indigenous and coastal communities. The Technical Review Process of Marine Terminal Systems and Transshipment Sites (TERMPOL) is a sub-initiative under the OPP. The TERMPOL review process is a cost-recovered voluntary review process, requested by a proponent, which focuses on the marine transportation components of a proposed marine terminal or transshipment project site for bulk oil, chemical, and liquefied gas. The TERMPOL review process is initiated by a project proponent, with the purpose of obtaining a comprehensive review of the safety considerations for their respective projects. This includes identifying potential safety risks, mitigating measures and other marine safety components of a project related to shipping activities. TERMPOL is designed to provide objective findings and recommendations on vessel safety, route safety, and vessel cargo transfer operations.

The complexity of proposed projects within this changing environment requires a more robust approach to project reviews. As such, Transport Canada is reviewing the TERMPOL process and exploring options for an enhanced marine navigation safety assessment program. This includes examining how TERMPOL could fit in legislative and/or regulatory processes, including, but not limited to:

- The Canada Shipping Act, 2001
- The Navigation Protection Act / Proposed Canadian Navigable Waters Act (Bill C-69)
- The Canadian Environmental Assessment Act / Proposed Impact Assessment Act (Bill C-69)
- A new stand-alone legislation.

¹ Consultant can mean a single person or a team of Consultants with a Lead Resource. TC will only evaluate the Lead Resource.

² Please refer to Appendix A for the definition of cargoes.

³ International jurisdictions reviewed as part of this project must include, at a minimum, but not limited to the United States and the European Union.

A detailed scan and comparative analysis of marine navigation and cargo transfer safety practices in jurisdictions outside of Canada is required to identify best practices and recommendations for use in Canada, in order to help propose options for a revised navigation safety review to replace the existing TERMPOLE. Transport Canada is looking to hire a Consultant to perform the research and analysis detailed below.

4.0 PROJECT OBJECTIVES/REQUIREMENTS

4.1 Project Objectives

The project has two main objectives, described below.

- 1) To improve Transport Canada's understanding of:
 - a) The types and comprehensiveness of existing marine navigation and cargo transfer safety programs and processes used in international jurisdictions, including but not limited to:
 - i) Local/municipal authorities,
 - ii) Provinces/territories,
 - iii) Indigenous groups,
 - iv) Port and pilotage authorities, and
 - v) International governments.
 - b) The attributes of existing marine navigation and cargo transfer safety programs in international jurisdictions, including regulatory instruments, if applicable.
- 2) To identify and develop:
 - a) A list of international jurisdictions with existing marine navigation and cargo transfer safety programs, including the name and type of organization or department that administers the program.
 - b) An evaluation of the attributes, through the identification of benefits and drawbacks, of identified marine navigation and cargo transfer safety programs.
 - c) A list of best practices in relation to the programs identified above in objective 2(b).
 - d) A potential framework identifying opportunities to apply identified best practices to the Canadian context and detailing best practices for a marine navigation safety program in Canada.

4.2 Project Requirements

The Consultant will complete a scan and comparative analysis of international jurisdictions with marine navigation and cargo transfer safety programs to identify strengths and weaknesses of similar programs. The Consultant will use the information gathered in the scan and comparative analysis to provide recommendations for an enhanced marine navigation safety assessment program in Canada.

The Consultant will hold regularly scheduled meetings with Transport Canada to provide updates. Frequency of meetings will be determined after the contract is awarded.

5.0 SCOPE OF WORK

The Consultant will be responsible for identifying, describing, analyzing and categorizing characteristics of best practices for marine navigation and cargo transfer safety programs found in selected jurisdictions, per the project requirements and objectives described in section 4.0.

5.1 Scope of Work Details

The scope of work may include, but is not limited to:

1. International jurisdictions with existing marine navigation and cargo transfer safety programs;
2. International jurisdictions with maritime infrastructure projects that involve an approval and certification process and that have been approved and certified within the past 20 years
3. Jurisdictions could be identified at the international, national, regional, and local levels;
4. The components of the review and/or certification process of the identified programs;
5. Safety concerns of navigation and cargo transfer operations of the vessels;
6. Relevant acts and regulations associated with the jurisdictions and practices being examined;
7. Requirements regarding vessel transit simulations and marine traffic analysis;
8. Identified jurisdictions' approach to standardizing the review requirements for project proponent's submissions (i.e. does a smaller project in terms of shipping traffic, vessel size, easier route navigability, require the same submission requirements as a project of a more complex nature?)

Guidelines for navigation and cargo transfer operations will be finalized upon meeting with TC representatives. These overall guidelines may include:

- All relevant details related to the specific route to, and about, the marine terminal system or transshipment site;
- Berthing strategy in terms of the design vessel's approach and departure from the terminal berth; tug assistance requirements; mooring assistance requirements; the upper limit of lateral approach rate to the berth by the design vessel and the means of measuring and indicating wind speed and the vessel's lateral approach rates;
- Upper limits of berthing operations in terms of wind velocity, wave heights, tidal stream velocity, ice cover, visibility, and the means of measuring and indicating these factors;
- Load measurements and limits for mooring lines and dockside bollards used by large vessel/carriers;
- Pilots, tug assistance details, procedures for mooring boats, line handlers and the means of communications between vessel / tugs / berthing superintendent and mooring boats;
- Vessel machinery and equipment repairs facilities;
- Storing and bunkering facilities;
- Waste reception facilities;
- Security and industrial safety matters;
- Vessel reporting procedures;
- Pilot boarding procedures;
- Vessel / shore communications procedures;
- Designated anchorages; and
- Emergency measures for vessels while in Canadian waters and for marine facilities at any time, with or without interfacing with the vessel.

Not in scope:

- Research requiring Consultant to travel
- Scan of Canadian practices

6.0 PROJECT DETAILS

The Consultant will be required to perform the following tasks:

1. Scan of international maritime systems to identify existing marine navigation and cargo transfer safety programs.
 - a. In consultation with Transport Canada, the Consultant will identify the jurisdictions that will be analyzed with respect to their marine navigation and cargo transfer safety programs, based on the findings described in Section 4.1.2.

- b. Provide an assessment as to why those jurisdictions were chosen.
2. Comparative analysis of selected marine navigation and cargo transfer safety programs.
 - a. Provide a table that compares the attributes, benefits and drawbacks of identified marine navigation and cargo transfer safety programs.
 - b. Identify jurisdictions with best practices with respect to marine navigation and cargo transfer safety programs, particularly those with similarities to Canada or lessons applicable to the Canadian context.
 - c. Describe details and considerations used to compare attributes.
3. Analyze and categorize best practices in place for marine navigation and cargo transfer safety programs in jurisdictions identified in Task 2.
 - a. Detail why they are the best practices and the process by which this was determined.
4. Recommendations for applying identified best practices to the Canadian context.
 - a. Determine and describe elements of Task 3 that could apply to an enhanced marine navigation and cargo transfer safety assessment program in Canada.
 - b. Detail a best practices framework for a marine navigation and cargo transfer safety program in Canada based on characteristics identified in Tasks 2 & 3.
 - c. Identify opportunities and challenges for Canada to implement the framework.

7.0 METHODOLOGY

The Consultant is expected to use qualitative and quantitative research methods to investigate marine navigation and cargo transfer safety programs in identified international jurisdictions. This includes interviews and literature reviews, including government documents, news releases, and other publications. The Consultant is expected to propose a detailed methodology to Transport Canada for approval.

8.0 DELIVERABLES

The Consultant will provide the following deliverables:

A. Proposed Methodology and Work Plan

The Consultant will develop a detailed methodology for which they will use to carry out the research and obtain Transport Canada's approval of same prior to the start of work. The Consultant will also provide a work plan, which will include a draft table of contents that will ensure objectives are aligned and allows for a thorough review of expected timelines.

B. Proposed List of Jurisdictions

In accordance with Task 1 under section 6.0 Project Details, the Consultant will provide a list of the proposed jurisdictions to be analyzed. The list will be reviewed in consultation with TC to finalize and approve.

C. Table of Attributes, Benefits, and Drawbacks

In accordance with Task 2 under section 6.0 Project Details, the Consultant will provide a table of the attributes and associated benefits and drawbacks of the identified marine navigation and cargo transfer safety programs.

D. Preliminary Draft Report

The Consultant will provide a draft report; which will include an overview of the context, a description of the methodology used in the study, and an analysis resulting from stakeholder interviews and other supporting research. The report must include detailed information on best practices for marine navigation and cargo transfer safety programs found in select jurisdictions, the key elements of a framework based on these findings, and an explanation of how the key elements could apply to the Canadian context. Additionally, the draft must respond to the items identified in the project details (section 6.0) of this statement of work.

Following the receipt of the draft report, Transport Canada will provide feedback to the Consultant, assessing how well the draft corresponds to the Scope of Work and Project Details.

E. Final Written Report

The final written report will include the same content as the draft report, and will incorporate Transport Canada’s feedback on the draft report.

F. Presentation to Transport Canada

The Consultant will attend a meeting and present their findings and recommendations to Transport Canada and other federal partners identified by Transport Canada. The Consultant is expected to deliver the presentation in English or French, using MS PowerPoint. The Consultant will also provide Transport Canada with an electronic copy of the presentation.

Note: All reports submitted to Transport Canada must be written in English or French, and in MS Word format.

9.0 DELIVERABLE TIMELINES

The final deliverable must be presented to Transport Canada by January 31, 2019. Timelines will be discussed and mutually agreed upon by Transport Canada and the Consultant prior to the start of work. Transport Canada must have a minimum of 15 business days to review the draft report and a minimum of five business days between receiving the final report and the presentation. A kick-off meeting must be held within 10 business days of the contract being awarded.

Due dates for A – D are tentative and will be agreed upon at the kick-off meeting which must be held within 10 business days of contract award

	Deliverable	Due Date	Considerations
A	Methodology and work plan	TBD	Final methodology and work plan must be delivered within five (5) business days of the kick-off meeting
B	Proposed list of jurisdictions	TBD	Within twenty (20) business of kick-off meeting
C	Table of attributes and associated benefits and drawbacks of each attribute	15/10/2018	
D	Preliminary draft report	30/11/2018	TC must have a minimum of 15 business days to review the draft report
E	Final written report	24/01/2019	TC must have a minimum of five business days between receiving the final report and the presentation
F	Presentation of work to TC and invited guests	31/01/2019	

10.0 TRAVEL

No travel is required.

11.0 INTELLECTUAL PROPERTY

The Consultant will own the foreground intellectual property arising from work under this contract subject. The Consultant must grant Transport Canada a non-exclusive, worldwide, perpetual, royalty-free license for the use of the Intellectual Property for non-commercial purposes.

12.0 SECURITY

12.1 Confidential information

The Consultant will not need access to confidential or protected information.

12.2 Location of work

The Consultant will complete the required work from their own work location

12.3 Confidentiality of Information

The Consultant must not divulge any information or knowledge obtained concerning the federal government's consideration or intentions with respect to the subjects at hand. The Consultant must also keep confidential the contents of all correspondence with TC. The Consultant must also keep confidential any information and/or material directly or indirectly related to all tasks.

Appendix A – Definitions

Cargoes: for this particular contract, cargoes means dangerous chemicals and noxious liquid substances listed in [chapter 17 of the IBC Code](#), including the following:

- Oil and its by-products, i.e. crude oil, petrol, gasoline, diesel fuel, jet fuel, kerosene, paraffin, etc.
- LPG, ammonia, petrochemicals and LNG
- Chemicals in various forms carried by Chemical Tankers

TRANSPORT CANADA

APPENDIX "C"

EVALUATION CRITERIA

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

1.0 Technical Evaluation Criteria

The proposal should demonstrate compliance with all of the mandatory and rated requirements. You must provide the necessary documentation to support compliance

Table 1: Project Descriptions

All work or project experience performed in the last ten (10) years and used to demonstrate compliancy must be presented using the format of this table.

Referenced projects must have been for a minimum of two months duration.

- a. The name of the client organization;
- b. The dates/duration of the work/project indicating the years/months of engagement by the resource;
- c. A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the Lead Resource;
- d. Description of the activities performed by the Lead Resource; and
- e. The name of the client organization and the name, title and email address of a contact person that may be used as a reference to validate projects or experiences

For work experience to be considered, the résumé must indicate the title of the individual's position, and must clearly demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. When multiple tasks are performed simultaneously, Bidders are to indicate timelines for each.

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

2.0 Mandatory Technical Criteria (M)

The Mandatory Technical Criteria listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis.

Each Mandatory Technical Criteria should be addressed separately. Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Proposals MUST demonstrate compliance with all of the following Mandatory Technical Criteria and MUST provide the necessary documentation to support compliance.

2.1 Mandatory Technical Criteria

No.	Mandatory Technical Criteria	Bidder Response /	MET/
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		Cross Reference to Proposal and/or CV	NOT MET
M1	<p>LEAD RESOURCE</p> <p>The Bidder must demonstrate that the Lead Resource has a minimum of a bachelor's degree from a recognized post-secondary institution.</p> <p>To demonstrate this experience a copy of the degree must be included with the resource's resume in the bidder's technical proposal.</p>		
M2	<p>RELEVANT EXPERIENCE</p> <p>The Bidder must clearly demonstrate, using project descriptions detailed in Table 1, that the Lead Resource has:</p> <ol style="list-style-type: none"> 1. A minimum of five (5) years relevant analytical and research experience. 2. Completed a minimum of two (2) projects in the last ten (10) years of the RFP closing date. Each referenced project must have involved producing a comparative analysis paper with recommendations. 		
M3	<p>WORK PLAN</p> <p>The Bidder must submit an initial work plan demonstrating how they will complete the project. The work plan must include the following information:</p> <ol style="list-style-type: none"> a) The Bidder's approach and methodology for the project; b) The organization and managerial structure for the project; and c) A comprehensive quality control strategy in place for monitoring the quality of the research, analysis and reporting. 		

3.0 Point Rated Technical Criteria (R)

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables below.

Bids which fail to obtain the required total minimum score of 60% (114 points) will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No.	Rated Requirements	Max. Score	Bidder Response / Cross Reference to Proposal and/or CV	Bidder score
R1	<p>The Bidder shall demonstrate, using project descriptions detailed in Table 1, that the Lead Resource has experience in conducting analytical research.</p> <p>Rating Scale: 5 years = 5 points 5+ years = 10 points</p>	10		
R2	<p>The Bidder shall demonstrate, using project descriptions detailed in Table 1, that the Lead Resource has completed projects of a similar nature which have involved producing a comparative analysis paper with recommendations for application of identified best practices.</p>	20		

	<p>Rating Scale: Two (2) points will be awarded per project to a maximum of 20 points.</p> <p>NOTE: Referenced projects must have been completed within the last ten (10) years of the RFP closing date and can be projects that have been used to satisfy other Rated or Mandatory Criteria</p>			
R3	<p>PROJECT EXPERIENCE</p> <p>In order to evaluate the Lead resource’s relevant project experience, the Bidder shall provide two (2) projects, using project descriptions detailed in Table 1, that will be scored against each of the following criteria:</p> <p>Rating scale:</p> <ul style="list-style-type: none"> a. Experience developing analytical frameworks (5 points); b. Experience assessing criteria, developing key scenarios and providing recommendations to the public sector (10 points); c. Experience conducting studies using qualitative and quantitative research methods (10 points); d. Experience assessing best practices (5 points); e. Experience liaising with stakeholders, including local/municipal authorities, provinces, territories, Indigenous groups, port and pilotage authorities and international governments (5 points); f. Experience liaising with international jurisdictions, including the United States and the European Union (5 points); g. Experience in assessing marine navigation safety programs or systems (5 points); and h. Experience in assessing cargo transfer safety programs or systems (5 points). <p>Each referenced project will be scored out of 50 points. Total maximum score for R3 is 100 points.</p> <p>NOTE: Referenced projects must have been completed within the last ten (10) years of the RFP closing date and can be projects that have been used to satisfy other Rated or Mandatory Criteria.</p>	100		

R4	<p>WORKPLAN</p> <p>The Bidder shall provide a narrative description of their proposed approach. For components (a) through (d) below, the methodology proposed by the Bidder will be evaluated according to Table 2.</p> <p>a) Proposed methodology for the selection of international jurisdictions (max 10 points);</p> <p>b) Proposed plan and process for conducting the work, including methods for collecting and analyzing data and a quality control regime (max 10 points);</p> <p>c) Proposed draft table of contents of the final report, including a description of how each item in the table of content relates to the project's scope and objectives (max 10 points);</p> <p>d) Proposed list of International Jurisdictions to be analyzed (5 points);</p> <p>e) Proposed timeline for the completion of items (C) through (G) of Section 8.0 Deliverables of the Statement of Work (max 10 points).</p> <table border="1" data-bbox="342 926 954 1144" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Table 2 - Rating Scale</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td>Description not provided or not relevant</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Description provided is partial or not sufficiently clear or relevant</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Description provided is clear, relevant and complete</td> </tr> </tbody> </table>	Table 2 - Rating Scale		0	Description not provided or not relevant	5	Description provided is partial or not sufficiently clear or relevant	10	Description provided is clear, relevant and complete	40		
Table 2 - Rating Scale												
0	Description not provided or not relevant											
5	Description provided is partial or not sufficiently clear or relevant											
10	Description provided is clear, relevant and complete											
R5	<p><u>QUALITY OF PROPOSAL</u></p> <p>The Bidder's proposal will be evaluated according to the following criteria:</p> <p>a) Clarity and conciseness (up to 6 points);</p> <p>b) Organization (up to 4 points);</p> <p>c) Grammar, spelling and punctuation (up to 6 points); and</p> <p>d) Professional presentation (up to 4 points).</p>	20										

Maximum available points	190		
Minimum overall points required	114		
Bidder score (*)		Met: <input type="checkbox"/>	Not Met: <input type="checkbox"/>

(*) Overall technical score: This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

TRANSPORT CANADA

APPENDIX “D”

BASIS OF SELECTION METHOD

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 114 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 190 points.
 - d. Bids not meeting "(a) (b) or (c)" will be declared non-responsive.

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

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

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

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.7
Overall Rating		1st	3rd	2nd

TRANSPORT CANADA

APPENDIX "E"

GENERAL CONDITIONS

PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

5. Time of the Essence

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

6. Indemnification

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

7. Notices

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

8. Termination or Suspension

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

- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
 - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

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

11. Ownership of Intellectual and Other Property including Copyright

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

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

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

12. Conflict of Interest and Post-Employment Measures

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

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

13. Contractor Status

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

14. Warranty by Contractor

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

15. Member of House of Commons

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

16. Amendments

- 16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.
- 16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. Entire Agreement

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

18. Payment by the Minister

- 18.1. Applicable when the Terms of Payment specify PROGRESS payments.
- 18.1.1. Payment by the Minister to the Contractor for the work will be made:
- 18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or
- 18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

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

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

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

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

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

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

19. **Payment of Interest on Overdue Accounts**

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

21. No Other Benefits

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

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

- 22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.
- 22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.
- 22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.
- 22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. Minister's Responsibilities

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

24. Certification - Contingency Fees, Criminal Code, Public Disclosure

- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

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

TRANSPORT CANADA

APPENDIX "F"

SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY

**Re: Request for Proposals T8080-180033
INTERNATIONAL SCAN AND COMPARATIVE ANALYSIS OF NAVIGATION AND CARGO
TRANSFER SAFETY PRACTICES**

The Consultant hereby agrees:

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

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

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

Signed: _____

Position and Company: _____

Date: _____

TRANSPORT CANADA
APPENDIX "G"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

1.2. "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Invitation to Tender. Tenders received after Tender Closing Time will not be considered and will be returned unopened.

2.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date, hour and minute.

3. TENDER OPENING

In the case of a Public Tender Opening

3.1. Tenders are opened in public at a location specified in the Invitation to Tender as soon as possible after Tender Closing Time unless specific instructions to the contrary regarding tender opening are included in the Invitation to Tender.

3.2. Where only one tender is received, the Minister reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

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

8. CONTRACT SECURITY

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

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

9. INSURANCE

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

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

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. SIGNING OF DOCUMENTS

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

11. TENDER VALIDITY PERIOD

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

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

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

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

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

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

13. REFERENCES

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

14. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

TRANSPORT CANADA
APPENDIX "H"
REQUIREMENTS FOR SIGNATURE

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>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 "I"

PROGRAM FOR EMPLOYMENT EQUITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE - NOTA

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

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

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

OR - OU

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

OR - OU

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

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

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

FEDERAL CONTRACTORS PROGRAM

INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

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

DESCRIPTION

Suppliers of goods and services to the federal government that

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

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

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

REQUIREMENTS

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

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

OPERATION

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

- Certification
- Implementation
- Compliance Review

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

Step 1: Certification

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

Step 2: Implementation

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

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

Step 3: Compliance Review

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

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

- measure the performance levels attained by contractors.

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

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

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

APPEALS AND SANCTIONS

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

FCP CRITERIA FOR IMPLEMENTATION

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

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

Criterion 1: Communication of Employment Equity to Employees

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

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

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

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

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

Criterion 3: Collection and Maintenance of Workforce Information

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

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

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

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

Criterion 9: Establishment of a Positive Work Environment

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

Criterion 10: Adoption of Monitoring Procedures

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

Criterion 11: Authorization to Enter Premises

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

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal name of organization	Parent company is located outside Canada <input type="checkbox"/> Yes <input type="checkbox"/> No		
Operating Name (if different)			
Type of Industry (sector, purpose, etc.)	Total no. employees in Canada (Full-Time/Part-Time) ▶		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name	Title		
Telephone	Email		
CERTIFICATION			
The above-named organization: <ul style="list-style-type: none"> 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 "J"
BIDDER'S DECLARATION

Protected "B" *when completed*

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

Financial Administration Act

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

Yes [] / No []

Comments:

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 INTERNATIONAL SCAN AND COMPARATIVE ANALYSIS OF NAVIGATION AND CARGO TRANSFER SAFETY PRACTICES
NUMBER - NUMÉRO T8080-180033
DATE DUE - DÉLAI July 18, 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)