



Transport  
Canada

Transports  
Canada

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

JUNE 29, 2018

Subject: **Request for Proposal T8080-180068**  
**Cumulative Effects of Marine Shipping – Assessment Methodology**

Dear Sir or Madam:

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

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package “**BID/PROPOSAL T8080-180068**”, 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 Monday August 13, 2018. It is the bidder’s responsibility to deliver their proposal prior to tender closing.** Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

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

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

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and methodology specified in Appendix “B”.

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

## **ENVELOPE 1 - TECHNICAL PROPOSAL**

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

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Terms of Reference;
- names of resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- 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** 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 “E”.

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

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

### Intellectual Property

Transport Canada has determined that any intellectual property arising from the performance of the work under any resulting contract will vest in Canada, on the following grounds:

Main objective of the analysis and supporting material produced under this contract is to generate knowledge and information and may be used for public dissemination.

Please refer to the Supplemental Conditions attached hereto as Appendix “D”

Confidentiality Requirement:

Please refer to the Supplemental Conditions attached hereto as Appendix “D-1”

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 Annette D’Amour, Transport Canada, e-mail [annette.damour@tc.gc.ca](mailto:annette.damour@tc.gc.ca), and must be received **before 12:00 hours (noon) on August 7, 2018**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

Canada reserves the right to:

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

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

Yours truly,

*(Original signed by)*

Annette D’Amour

Team Leader.

Transport Canada, Material & Contracting Services - Atlantic Region

95 Foundry St. - Heritage Court Bldg.

Moncton NB E1C 5H7

Tel.: (506) 851-2995

E-mail: [annette.damour@tc.gc.ca](mailto:annette.damour@tc.gc.ca)

**Canada**

## CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

OFFER OF SERVICES

APPENDIX "A"

TERMS OF REFERENCE  
and SELECTION CRITERIA

APPENDIX "B"

GENERAL CONDITIONS

APPENDIX "C"

SUPPLEMENTARY CONDITIONS:

Intellectual Property  
Confidentiality Clause

APPENDIX "D"

APPENDIX "D-1"

REQUIREMENTS FOR SIGNATURE

APPENDIX "E"

INSTRUCTIONS TO TENDERERS

APPENDIX "F"

FEDERAL PROGRAM EMPLOYMENT EQUITY

APPENDIX "G"

BIDDER'S DECLARATION

APPENDIX "H"

SAMPLE RETURN ENVELOPE FORMAT

**TRANSPORT CANADA**

**APPENDIX "A"**

**OFFER OF SERVICES**

**OFFER FOR: Cumulative Effects of Marine Shipping – Assessment Methodology**

**TENDER SUBMITTED BY:**

\_\_\_\_\_  
(Company name)

\_\_\_\_\_  
\_\_\_\_\_  
(Complete Address)

**GST Number** \_\_\_\_\_ **PBN Number** \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

**General**

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

**3. Period of Services**

The Contractor hereby offers to perform the services commencing upon contract award to March 31, 2019.

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

#### 4. Cost Proposal

##### 4.1 Professional Services and Associated Costs

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

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

**An all-inclusive fixed price of:**  
(Total elements from Annex "A-1")

**\$** \_\_\_\_\_  
(GST/HST extra)

##### 4.2 Method of Payment

Payment shall be based on milestone/installments as per deliverables and upon completion of services delivered to the satisfaction of the Departmental Representative, and upon receipt of an invoice submitted in accordance with achievement of deliverables/milestones identified in the Terms of Reference of Appendix "B".

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.

##### 4.3 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.

##### 4.4 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.

##### 4.5 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.

##### 4.6 Tender Validity

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

#### 5. 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.**

**6. Bidder's Declaration**

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

Attached hereto as Appendix "H".

**7. 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

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
(Signing Officer and Position)

**ANNEX "A-1"**

**Cumulative Effects of Marine Shipping – Assessment Methodology**

**PRICE BREAKDOWN FOR T8080-180068**

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

**Professional Services** (rates to include overhead, G&A, profit, etc.)

<u>Category of Personnel</u>	<u>Per Diem Rates</u>	<u>No. of Days Assigned</u>	<u>Total Amount</u>

**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.**



**ANNEX "A-2"**  
**Cumulative Effects of Marine Shipping – Assessment Methodology**

**PROPOSED PAYMENT SCHEDULE**

Payment for services rendered upon receipt and acceptance of services by the Departmental Representative, and upon receipt of detailed invoices for the number of person days expended. Canada will make milestone payments in accordance with the following Schedule.

<b>Milestone No.</b>	<b>Description or "Deliverable"</b>	<b>Payment schedule</b>	<b>Due Date or "Delivery Date"</b>
1	Schedule and work plan Initiation & Preparation	-	2 weeks after contract award
2	Develop an outline for the assessment methodology evaluation. Include a proposal for an information collection template, and the proposed list of specific methodologies to be assessed	-	4 weeks after contract award
3	Summary report on key findings	20%	11 weeks after contract award date
4	Delivery of draft report for comments by Transport Canada	-	On or prior to December 10, 2018
5	Delivery of final report to Transport Canada for translation and circulation	20%	On or prior to January 14, 2019
6	Delivery of draft presentation document for the technical workshop	-	On or prior to January 14, 2019
7	Delivery of final presentation document to Transport Canada for translation and circulation	20%	On or prior to January 28, 2019
8	Participation and presentation in technical workshop	-	TBD (week of February 18, 2019)
9	Delivery of final report and presentation, including recommendations based on the evaluation and the technical workshop	40%	On or prior to March 25th, 2019

## APPENDIX "B"

### TERMS OF REFERENCE/SELECTION CRITERIA

#### 1 TITLE

Cumulative Effects of Marine Shipping - Assessment Methodology

#### 2 BACKGROUND

Transport Canada develops and administers policies and regulations to advance the safety and security of Canada's marine transportation system. Transport Canada promotes an efficient and sustainable system that protects the marine environment and contributes to economic development.

The Government of Canada announced the \$1.5 billion national Oceans Protection Plan (OPP) in November 2016, with the objective of improving marine safety and responsible shipping, protecting Canada's marine environment, and offering new possibilities for Canadians.

Through the Oceans Protection Plan, the Government of Canada is committed to preserving and restoring coastal marine ecosystems that are vulnerable to increased marine shipping, while reducing the impact of day-to-day vessel traffic. There have been heightened concerns around increases in marine shipping and other vessel activities having impacts on coastal and marine ecosystems and Indigenous ways of life.

Working closely with Indigenous Nations, marine stakeholders and coastal communities, Transport Canada will create a new cumulative effects assessment framework aiming to study the current marine environment that may be affected by current or future vessel traffic in 6 pilot sites across Canada: North Coast British Columbia, South Coast British Columbia, the St. Lawrence River QC, the area around the Port of Saint John NB, Placentia Bay NL and the Arctic NU.

There are many sources of data already available that this initiative will utilize. This initiative will facilitate the amalgamation of data for each coastal site. If data gaps are found, opportunities can be explored to gather this data as it relates to the potential impacts caused by existing marine shipping.

#### 3 OBJECTIVE

Transport Canada has a requirement for proposals in support of the development of a national cumulative effects of marine shipping framework. A contractor is required to provide an evaluation of possible assessment methodologies which will form part of the development of a cumulative effects framework. The evaluation will look at various options and include benefits and draw backs for each methodology. Participation and presentation of the findings of the evaluation at the workshop in February 2019 will also be required (a separate contractor hired by Transport Canada will organize and host a 1-2 day technical workshop in Ottawa, Ontario in February 2019 to facilitate a discussion on the results of this evaluation with technical experts).

Results of this initiative will include:

Environmental data collection that will help detect changes in the ecosystem and improve our understanding of the cumulative effects of marine shipping.

TC will also lead the development of a cumulative effects assessment framework for marine shipping, regionally specific tools and mitigation measures that can be applied to existing vessel movements as well as future project developments, and system-wide initiatives that can be applied nationally. The framework will be developed collaboratively to ensure coordination between indigenous nations, scientists and regulators for evidence-based decision-making. The data, framework and tools developed through this initiative will allow for evidence-based decisions that support economic growth while preserving the marine ecosystem.

TC may also use the Canadian Advisory Science Secretariat (CSAS) process at DFO to assist with the development of the framework and understanding the pathways of effects of marine shipping.

The overall steps related to the cumulative effects of marine shipping initiative will involve:

- Identification of key stressors related to marine shipping that may affect potential valued components within the pilot site area;
- Collection and amalgamation of existing regional shipping / marine vessel, cultural and traditional use data;
- Selecting appropriate spatial and temporal boundaries and scope of marine vessel activities in the pilot site area;
- Determining the linkages between the identified shipping stressors and selected valued components;
- Identification of regionally specific tools and strategies that can be applied to existing vessel movements / future project developments;
- Development of tools and strategies to mitigate the potential effects of marine shipping;
- Regional application of the tools and strategies, as appropriate; and
- Review of the Cumulative Effects Assessment Framework for Marine Shipping.

#### 4 TERMINOLOGY

The term **cumulative effects management framework** is used broadly to refer to a variety of systems designed to measure and manage cumulative effects by considering the relationships between six key elements. While the precise terminology used to refer to these elements varies from framework to framework, and elements are sometimes reformulated or sub-divided in different ways, the basic concepts are virtually universal, and are as follows:

**Valued components:** specific parts of the human, biotic, or physical environment considered important because of their cultural, social, aesthetic, economic or scientific value, such as water quality or beluga whales;

**Activities:** things that humans do, such as dredging, harvesting, or marine transportation;

**Sources:** specific aspects of, or actions associated with activities— such as grounding of a large vessel – with the potential to generate environmental pressure;

**Stressors:** environmental pressure, such as sedimentation and noise;

**Pathways:** mechanisms or causal links, such as exposure of fish to water with high concentrations of sediment, by which stressors act on valued components; and

**Effects:** changes to valued components as the result of stressors, such as lowered water quality or decreased biodiversity.

How a cumulative effects management framework approaches these six elements depends on what the framework is intended to achieve. TC will develop an **Activity-based framework** which focuses on the assessment of a single activity or category of activity (i.e., sector) and the stressors associated with that activity.

Transport Canada's mandate under the Oceans Protection Plan is to manage the way that the effects of marine shipping, specifically, act cumulatively on the human and biophysical environment. Thus, under two of the typologies discussed above, Transport Canada is seeking to develop a strategic, activity-based framework: i.e., one that can help Transport Canada better understand the linkages from marine shipping to the stressors it generates, and to the effects those stressors have on valued components.

Frameworks are generally designed to help identify and manage the effects of many kinds of activities on one or many valued components. In order to provide Transport Canada with a more comprehensive look at existing frameworks and knowledge of best practices, Transport Canada had a contractor look at applied examples of Frameworks from international practice. The author of the Literature Review took an inclusive approach to this review. Literature dealing with frameworks (or components of frameworks) that corresponded to Transport Canada's current needs were reviewed with the goal of retrieving learning and recommendations applicable to Transport Canada's project. Results of this Literature review will be made available to support the development of the evaluation report and the technical workshop.

## **5 REFERENCE DOCUMENTS**

List documents relevant to the technical requirements:

TC will provide copies of existing and relevant background material and studies to the successful bidder to facilitate the completion of this analysis, including but not limited to:

- Literature review of "Cumulative Effects Management Concepts and International Frameworks" (2017);
- Pathways of Effects for Marine Shipping (previous CSAS done by DFO) - [http://www.dfo-mpo.gc.ca/csas-sccs/publications/sar-as/2014/2014\\_059-eng.html](http://www.dfo-mpo.gc.ca/csas-sccs/publications/sar-as/2014/2014_059-eng.html)
- Policy and Guidance on Cumulative Effects from the Canadian Environmental Assessment Agency (CEAA) - <https://www.canada.ca/en/environmental-assessment-agency/services/policy-guidance.html>

## **6 SCOPE of WORK**

### **6.1 Technical Evaluation Report**

The Transport Canada Cumulative Effects of Marine Shipping Initiative requires a firm/vendor to develop a report that evaluates and compares relevant assessment methodologies for cumulative effects assessments.

The report must include a description of each assessment methodology and also must consider the benefits and drawbacks of each methodology in the context of the desired outcomes of Transport Canada's cumulative effects assessment framework. Factors to be considered in assessing the various methodologies include:

- Approach to incorporating Indigenous / Traditional Knowledge
- Use of different types of data including geospatial data and tabular data (non-georeferenced)
- Ability to consider variable spatial and temporal boundaries

- Ability to assess impacts on various Valued Components including biological, environmental, cultural and socio-economic components

The report should be compiled with the consideration that it will serve as supporting documentation and background information for those attending the technical workshop. A presentation summarizing the methodologies considered and their relative benefits and drawbacks will need to be developed and presented at the February 2019 Workshop. Workshop attendees must be able to review the material in advance of their participation in the discussions at the workshop. The final report should include recommendations based on both the evaluation/comparison of methodologies as well the input received at the workshop.

**General assessment methodologies that should be considered include (but are not limited to):**

- Checklists and Matrices
- Network and Systems Analysis/Diagrams
- Indicators and Indices
- Conceptual and Numerical Models
- Trend Analysis
- Spatial Analysis. For example:
  - *State of the Baltic Sea – Cumulative Impacts on the Marine Environment*
  - *Skeena Cumulative Effects Assessment*
- *Pathways of Effects*. For example:
  - *Framework for the Assessment and Management of Cumulative Effects on the North Pacific Coast (English only)*

The contractor will be expected to identify, evaluate, and compare a minimum of one specific approach/methodology/tool/platform for each of the general assessment methodologies above, following approval by Transport Canada.

**Existing tools and platforms that may be considered include:**

- ECCC's Marine Emission Inventory Tool (MEIT)
- Ecopath with Ecosim, Ecobase, Ecospace (Ecopath International Initiative)
- ESRI ArcGIS
- National Research Council's Canadian Arctic Shipping Risk Assessment System (CASRAS)
- Pilotage Risk Management Methodology
- SAMSON by Maritime Research Institute Netherlands (MARIN)
- SAS\*
- SPSS\*
- United States Coast Guard - Ports and Waterways Safety Assessment Process

\*Stats programs that could be used to do the assessments

## 6.2 Tasks/ Deliverables Timeline

Milestone No.	Description or "Deliverable"	Due Date or "Delivery Date"
1	Schedule and work plan Initiation & Preparation	2 weeks after contract award
2	Develop an outline for the assessment methodology evaluation. Include a proposal for an information collection template, and the proposed list of specific methodologies to be assessed	4 weeks after contract award
3	Summary report on key findings	11 weeks after contract award date
4	Delivery of draft report for comments by Transport Canada	On or prior to December 10, 2018
5	Delivery of final report to Transport Canada for translation and circulation	On or prior to January 14, 2019
6	Delivery of draft presentation document for the technical workshop	On or prior to January 14, 2019
7	Delivery of final presentation document to Transport Canada for translation and circulation	On or prior to January 28, 2019
8	Participation and presentation in technical workshop	TBD (week of February 18, 2019)
9	Delivery of final report and presentation, including recommendations based on the evaluation and the technical workshop	On or prior to March 25, 2019

## 6.3 Deliverables and Acceptance Criteria

A face-to-face kick-off meeting will take place at Transport Canada's headquarters in Ottawa within -one (1) week of contract award. The objective of the kick-off meeting is to, at a minimum, introduce the Contractor and discuss the work plan, the Contractor's resource allocation and schedule. The timing for the submission of the first progress report (see below) will also be determined at the kick-off meeting. Within one (1) week of the kick-off meeting, the Contractor must submit a final work plan for the Project Authority's (PA) approval.

During the contract, progress reports will be submitted via e-mail to the PA every two weeks. Except for the first one for which the timing will be determined at the kick-off meeting, progress reports will be sent to the PA the first business day of each month and on the 15th day of each month (or the first business day following the 15th) and must include, at a minimum:

- a summary of activities during the reporting period (based on the previous report planned activities);
- what was accomplished and what was planned but not accomplished;
- what is planned until the delivery of the next monthly progress report; and,
- any issues, problems or warnings.

Issues, problems and warnings must be reported to the PA as they arise.

All deliverables must be submitted in English, in an electronic format using Microsoft Office Word, and under the Contractor's letterhead.

In addition to providing the expected deliverables, the Contractor is responsible for: ensuring the work is adequately planned, organized and carried out by experienced and competent personnel; when required, arranging meetings necessary for the conduct of the work; and, providing their own administrative and logistic support.

#### **6.4 Deliverables Format**

The PA anticipates that final report will be approximately 75-100 pages in length (excluding annexes), not including supporting documentation. The Contractor will provide the PA with the following documentation in English:

- Electronic copies of draft and final reports in Microsoft Word and PDF formats;
- Electronic copy of the presentation in Microsoft Power Point;
- A full listing and provision of reference materials/bibliography and data sources;
- All pictures, datasets and electronic worksheets/models, and methodology developed to support the analysis, including all explanations and references;
- Databases should be delivered in a format that can be easily loaded into Transport Canada's database infrastructure along with associated field definitions and data descriptions.

#### **7 CONTRACT PERIOD**

The period of the contract shall commence at Contract Award to March 31<sup>st</sup>, 2019.

#### **8 TRAVEL**

Travel of the Contractor's resources is part of this Contract and must be included in the all-inclusive fixed price.

#### **9 LANGUAGE REQUIREMENT**

The Work will be conducted in English with all initial drafts and final report of the deliverables provided in English only. Transport Canada will assume responsibility for the French translation requirements.

#### **10 LOCATION OF WORK**

The majority of the work will be completed at the Contractor's site. However, the Contractor's primary contact for the work will be required to participate in bi-weekly teleconference meetings with the TC Project Authority. They may also be invited to participate, either in person or via teleconference, in interdepartmental meetings in Ottawa.

The technical workshop will be held in Ottawa, Ontario during the week of February 18, 2019 (date to be determined). The contractor must be available to attend the workshop onsite and present the findings of the report.

## **11 SECURITY REQUIREMENT**

There are no security requirements for this project. Should the Contractor's resources require on-site access to government facilities they will be escorted at all times.

## **12 APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined by the laws in force in Ontario.

## **13 DEPARTMENTAL REPRESENTATIVES**

### **Contracting Authority**

Annette D'Amour

Team Leader

Transport Canada, Material & Contracting Services

95 Foundry St. - Heritage Court Bldg.

Atlantic region – Moncton NB E1C 5H7

Telephone: (506) 851-2995

E-mail address: [annette.damour@tc.gc.ca](mailto:annette.damour@tc.gc.ca)

*The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.*

### **Project Authority**

*(at contract award)*

*The Project Authority (PA) is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.*

### **Contractor Representative**

*(at contract award)*

## **14 PROJECT AUTHORITY RESPONSIBILITIES**

TC's PA may designate a project officer to manage the Contract on their behalf to:

- Monitor contract progress and provide timely feedback to the Contractor.



- Make available the transportation data and literature/reports that it holds, using formats and aggregations that will be agreed upon in the kick-off meeting, after all confidentiality requirements have been met.
- Provide letter of support to facilitate stakeholder engagements. A stakeholder list will have to be approved by the PA prior to any consultations taking place.

## **15 CONTRACTOR RESPONSIBILITIES**

- Assign a suitable team with the appropriate skill mix to address the requirements of the assignment.
- Meet with the PA to discuss and clarify the key activities, content of deliverables, and project risks and mitigation measures.
- Immediately advise the PA of any significant or urgent observations or findings during any phase of the assignment.
- Discuss and receive approval from the PA for any changes to the assignment work plan.
- Receive written approval before undertaking any work not specifically identified within the assignment work plan.
- Ensure that all proposed personnel are assigned for the duration of the agreement and are not replaced without due cause. In the event that a resource is to be replaced, it will be the Contractor's responsibility to ensure that there is no negative effect on any work in progress. Furthermore, the replacement resource shall be of equivalent or higher qualifications at the same or lower costs than the original resource. The PA retains the right to refuse the proposed replacement resource in which case, the contractor would propose an alternate resource in a timely manner.
- Provide status briefings to the PA every two weeks and when required.
- Compile and maintain an orderly set of working papers, file information, interview summaries and reports. These documents will become the property of the Crown should the contract be terminated.

## **16 CONFIDENTIALITY REQUIREMENTS**

The Contractor will be required to sign a Confidentiality Undertaking as part of this contract. The Contractor must not promote the undertaking of this study in any way, and it must not release, publish, permit to be published to any third party or distribute for public consumption any information to which it may have access during the course of the contract, both for the duration of the contract and thereafter, without the prior written approval of Transport Canada. This also includes all the deliverables (the draft and final reports, presentation, associated spreadsheets, etc.). In particular, certain legal and strategic positions held by the department are to be held in strict confidence and may not be divulged to other parties.

The draft and final reports, presentation, and any other information provided or produced during the course of this assignment may not be shared with any other party without Transport Canada's express permission.

All verbal and written exchanges related to this project shall be treated in strict confidence.

All materials gathered by or developed by the contractor during the course of this project, except the methodology as described in section 15, are to be considered the property of Transport Canada and shall be provided to Transport Canada at the end of the project.

The contractor 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 Contractor's proposal response team as necessary.
- c) Ensure that all confidential transportation data provided by Transport Canada or its partners is returned by the contract end date.
- d) Ensure that the interests of all stakeholders are fully protected in terms of their handling of proprietary data and sensitive market information.
- e) To take all precautions in dealing with the Information so as to prevent any unauthorized person from having access to such Confidential Information.

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.

## **17 COMMERCIALLY SENSITIVE INFORMATION**

The information provided as part of the process may include information that is commercially sensitive. Any information provided as part of this process will be protected from disclosure to the extent permitted by law. The contractor will ensure that its handling of confidential, proprietary and market sensitive data obtained from Transport Canada and other sources protects the interests of the sources. Before receiving the data, the contractor must conclude a formal agreement with Transport Canada on the handling, use and final disposition of the data.

## **18 INTELLECTUAL PROPERTY**

The PA has determined that any intellectual property arising from the performance of the work under the contract will rest with TC, on the following grounds:

- Main objective of the analysis and supporting material produced under this contract is to generate knowledge and information and may be used for public dissemination.

## **19 CONFLICT OF INTEREST**

The proposal must contain a statement from the Contractor that the Contractor is not aware of any real or perceived conflict of interest and provide assurance that the Contractor will advise Transport Canada immediately should a potential conflict of interest situation arise during the execution of this contract.

## **20 REPLACEMENT OF RESOURCES**

The Contractor must provide the services of the personnel named in the contract to perform the work, unless the Contractor is unable to do so for reasons beyond his/her control.

Should the Contractor at any time be unable to provide the services of the resource (s) named in the contract, the Contractor shall be responsible for providing replacement personnel, at the same cost, who shall be of similar or greater ability and attainment and whom shall be acceptable to the Transport Canada PA.

In advance of the date upon which replacement resources are to commence work, the Contractor shall notify, in writing, to the Transport Canada PA the reason for the unavailability of the resource(s) named in the contract.

The Contractor shall then provide to the Transport Canada PA the name(s) of the personnel and an outline of the qualifications and experiences of the proposed replacement(s).

Any replacement personnel will be evaluated in the same time. Under no circumstances shall the Contractor allow performance of the services by the replacement resources that have not been authorized by the Transport Canada PA.

## EVALUATION PROCEDURES AND BASIS OF SELECTION

### **Bid Preparation Instructions**

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid four (4) hard copies;

Section II: Financial Bid two (2) hard copies.

Should there be any discrepancies between the two documents, the PDF document shall prevail.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- use 8.5 x 11 inch (216 mm x 279 mm) paper, duplex printed on 30% recycled paper, Bids are to be submitted stapled only, no other kind of binding (e.g. Binders, duo tangs, plastic protectors) is needed;
- Use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **Section II: Financial Bid**

- a) Bidders must submit their price and rate FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded;
- b) Bidders must submit their financial bid in accordance with the Offer of Services, Section 4.1 and provided in Appendix "A" herein;
- c) The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables.

**Résumés for Proposed Resources:** Unless specified otherwise in the RFP, the technical bid must include résumés for the consultant(s) identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s). Résumés should state the current level of personnel security held by the consultant(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s).

**Education:** Academic Certification (Degree, etc) must be obtained through a recognized academic institution in the field of expertise.

The consultant(s) proposed must meet the education requirements for the category for which they are being proposed. Where the RFP requests the Supplier to provide information about the education of the proposed individual(s), the individual(s) must have obtained its education from a recognized\* Canadian university, college or high school, or the equivalent as established by a recognized\* Canadian academic credentials assessment service, if obtained outside Canada.

\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/indexe.stm>.

## Evaluation Procedures

### Joint Venture Experience

a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or

- o Contracts signed by B and contracts signed by A and B in joint venture, that show in total 100 billable days.
- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

**One (1) contract shall result of this request for services.**

### Basis of Selection

#### Basis of Selection - Highest Combined Rating of Technical Merit 75% and Price 25%

- i) the bid solicitation contains mandatory requirements and point rated criteria; and
- ii) the basis of selection is the responsive bid with the highest combined rating of technical merit and price.

To be considered responsive, a bid must:

- a) meet all the mandatory requirements of this solicitation;
- b) meet all the mandatory evaluation criteria; and
- c) obtain the required minimum number of points specified in for the point rated technical criteria.

Bids not meeting (a) or (b) or (c) above will be given no further consideration.

Each resource proposed must individually meet all of the following mandatory criteria in order for the proposal to be considered for final evaluation.

Bidders must ensure that their proposal provides sufficient evidence for the client to assess the compliance of their proposal with the following criteria. Bidders must make sure that their proposal clearly indicates the number of years/months experience (i.e. 1 year – 12 months)

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): will be allocated to each responsive bid (i):  $PS_i = LP / P_i \times 25$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 75$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

The table below illustrates an example where the selection of the contractor is determined by a 75/25 ratio of the technical merit and price respectively.

To be eligible for evaluation, tenderers must meet to the stated requirements.

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 75% of the bid and price at 25%.

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

**Technical: 75%**

**Price: 25%**

$$\text{Technical Score} = \frac{\text{Bidder's Points} \times 75\%}{\text{Maximum Points}}$$

$$\text{Cost Score} = \frac{\text{Lowest Bid} \times 25\%}{\text{Bidder's Cost}}$$

$$\text{Total Score} = \text{Technical Score} + \text{Cost Score}$$

The proposal will be awarded to **the highest total technical and price score**.

The responsive bid with the highest combined rating of technical merit and cost will be recommended for award of a contract. In the event that two or more responsive bids have the same combined rating for cost and technical merit, the responsive bid that obtained the highest overall score for all the point-rated technical criteria will be recommended for award of a contract.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (75%) and Price (25%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	76	82	88
<b>Bid Evaluated Price</b>	C\$50,000	C\$55,000	C\$60,000
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$76 / 100 \times 75 = 57$	$50,000^* / 50,000 \times 25 = 25.00$	82
<b>Bidder 2</b>	$82 / 100 \times 75 = 61.5$	$50,000^* / 55,000 \times 25 = 22.77$	84.27
<b>Bidder 3</b>	$88 / 100 \times 75 = 66$	$50,000^* / 60,000 \times 25 = 20.83$	86.83

## 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

<b>Table 1: Project Descriptions</b>
All work or project experience performed in the last ten (10) years and <u>used to demonstrate compliancy</u> must be presented using the format of this table.  Referenced projects must have been for a minimum of one month duration.
<ol style="list-style-type: none"><li>a. The name of the client organization;</li><li>b. The dates/duration of the work/project indicating the years/months of engagement by the resource;</li><li>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;</li><li>d. Description of the activities performed by the Lead Resource; and</li><li>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</li></ol>

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.

### **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.



No.	Mandatory Technical Criteria	Bidder Response / Cross Reference to Proposal and/or CV	MET/ NOT MET
M1	<p><b>LEAD RESOURCE</b></p> <p>The Bidder <b>must</b> 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 <b>must</b> be included with the resource's resume in the bidder's technical proposal.</p>		
M2	<p><b>RELEVANT EXPERIENCE</b></p> <p>The Bidder <b>must</b> clearly demonstrate, using project descriptions detailed in <b>Table 1</b>, that the Lead Resource has:</p> <ol style="list-style-type: none"> <li>1. A minimum of five (5) years relevant analytical and research experience.</li> <li>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 or report.</li> </ol>		
M3	<p><b>WORK PLAN</b></p> <p>The Bidder <b>must</b> submit a draft work plan demonstrating how they will complete the project. The work plan <b>must</b> include the following information:</p> <ol style="list-style-type: none"> <li>1. The Bidder's approach and methodology for the project;</li> <li>2. The organization and managerial structure for the project; and;</li> <li>3. A comprehensive quality control strategy in place for monitoring the research, analysis and reporting.</li> </ol>		

**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% (108 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 <b>shall demonstrate</b>, using project descriptions detailed in <b>Table 1</b>, that the Lead Resource has experience in conducting comparative analytical research in one or more of the following areas: cumulative effects assessment, environmental assessment, environmental risk assessment, environmental site assessment, impact assessment, environmental management, environmental modeling, and environmental framework development.</p> <p><b>Rating Scale:</b>  1 year = 1 point  2 years = 2 points  3 years = 3 points  4 years = 4 points  5 years = 5 points  6 years or more = 10 points</p>	10		
R2	<p>The Bidder <b>shall demonstrate</b>, using project descriptions detailed in <b>Table 1</b>, that the Lead Resource has completed projects of a similar nature in one or more of the following areas: cumulative effects assessment, environmental assessment, environmental risk assessment, environmental site assessment, impact assessment, environmental management, environmental modeling, and environmental framework development, and which have involved producing a comparative analysis paper.</p> <p><b>Rating Scale:</b></p> <p>Two (2) points will be awarded per project to a maximum of 20 points.</p> <p><b>NOTE:</b> 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>	20		
R3	<p><b>PROJECT EXPERIENCE</b></p> <p>In order to evaluate the Lead resource's relevant project experience, the Bidder <b>shall provide</b> two (2) projects, using project descriptions detailed in <b>Table 1</b>, that will be scored against each of the following criteria:</p> <p><b>Rating scale:</b></p> <ul style="list-style-type: none"> <li>a. Experience evaluating and comparing methods for assessing frameworks / tools / platforms (5 points);</li> <li>b. Experience producing reports and making recommendations for clients (5 points);</li> </ul>	100		

	<ul style="list-style-type: none"> <li>c. Experience working with Indigenous / Traditional Knowledge (10 points);</li> <li>d. Experience related to transportation systems, ideally marine transportation (5 points);</li> <li>e. Experience liaising with stakeholders, including local/municipal authorities, provinces, territories, Indigenous groups, port and pilotage authorities (5 points);</li> <li>f. Experience presenting and discussing report findings (5 points);</li> <li>g. Experience in Cumulative Effects Assessment or Environmental Assessment (10 points); and</li> <li>h. Experience in Cumulative Effects framework development (5 points).</li> </ul> <p>Each referenced project will be scored out of 50 points. Total maximum score for R3 is 100 points.</p> <p><b>NOTE:</b> 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>			
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R4	<p><b>WORK PLAN</b></p> <p>The Bidder <b>shall provide</b> a narrative description of their proposed approach in the format of a draft work plan. For components (a) through (e) below, the methodology proposed by the Bidder will be evaluated according to <b>Table 2</b>.</p> <p>a) Proposed approach and execution plan for evaluating and comparing the assessment methodologies as per the Statement of Work. (max 10 points);</p> <p>b) Proposed approach to meeting the Due Dates in Section 6.2 (Tasks) in the Statement of Work. (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 contents relates to the project’s scope and objectives (max 10 points);</p> <p>d) Proposed approach to presentation in technical workshop (5 points);</p> <p>e) Proposed structure of bi-weekly progress reports. (5 points).</p> <table border="1" data-bbox="310 982 922 1178"> <thead> <tr> <th colspan="2"><i>Table 2 - Rating Scale</i></th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Description not provided or not relevant</td> </tr> <tr> <td>5</td> <td>Description provided is partial or not sufficiently clear or relevant</td> </tr> <tr> <td>10</td> <td>Description provided is clear, relevant and complete</td> </tr> </tbody> </table>	<i>Table 2 - Rating Scale</i>		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		
<i>Table 2 - Rating Scale</i>												
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><b><u>QUALITY OF PROPOSAL</u></b></p> <p>The Bidder’s proposal will be evaluated according to the following criteria:</p> <p>a) Clarity and conciseness (up to 3 points);</p> <p>b) Organization (up to 2 points);</p> <p>c) Grammar, spelling and punctuation (up to 3 points); and</p> <p>d) Professional presentation (up to 2 points).</p>	10										

Maximum available points	180		
Minimum overall points required	108		
<b>Bidder score ( *)</b>		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 "C"**

**GENERAL CONDITIONS – PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

#### 4. Assignment, Subcontracting and Novation

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

#### 5. Time of the Essence

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

#### 6. Indemnification

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

proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

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

## 7. Notices

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

## 8. Termination or Suspension

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

## 9. Termination due to Default of Contractor

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
- 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

- 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.
10. Records to be kept by Contractor
- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.
11. Ownership of Intellectual and Other Property including Copyright
- 11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 11.2. Technical documentation shall contain the following copyright notice:

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



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

12. Conflict of Interest and Values and Ethics Codes for the Public Service

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

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

whichever is later.

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the

Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

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

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

## 20. Schedule and Location of Work

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

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

## 21. No Other Benefits

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

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

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

22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

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

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

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

## 23. Minister's Responsibilities

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

## 24. Public Disclosure

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

## 25. Integrity Provisions

### 25.1 Statement

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

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

### 25.2 List of Names

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

### 25.3 Information Verification

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

### 25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

### 25.5 Canadian Offences Resulting in Legal Incapacity

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

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

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

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

## 25.6 Canadian Offences

The Contractor has certified that:

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

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

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

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

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

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

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

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

## 25.7 Foreign Offences

The Contractor has certified that:

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

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

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

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

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

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

## 25.8 Ineligibility to Contract with Canada

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

25.8.1.1 terminate the contract for default; or

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

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

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

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

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

25.8.3.1 terminate the contract for default; or

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

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

25.8.4.1 terminate the contract for default; or

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

## 25.9 Declaration of Offences Committed

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

## 25.10 Period of Ineligibility

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

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

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

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

## 25.11 Canadian Pardons

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

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

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

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

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

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

## 25.12 Foreign Pardons

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

#### 25.13 Period of Ineligibility for Breaching Administrative Agreements

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

#### 25.14 Obligations on Subcontractors

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



**TRANSPORT CANADA**  
**APPENDIX “D” and “D-1”**  
**SUPPLEMENTARY CONDITIONS**

**INTELLECTUAL PROPERTY AND CONFIDENTIALITY CLAUSE**

**TITLE TO INTELLECTUAL PROPERTY**  
**ARISING UNDER CROWN PROCUREMENT CONTRACTS**

**CROWN OWNS**

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

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

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

**01 Interpretation**

1. In the Contract,

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

“Canada” means Her Majesty the Queen in right of Canada;

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

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

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

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

“Minister” includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister’s successors in the office, and the Minister’s or his/her representative(s) appointed for the purpose of the Contract;

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

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

## **02 Disclosure of Foreground Information**

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

## **03 Canada to Own Intellectual Property Rights in Foreground Information**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2018)

or

© SA MAJESTÉ LA REINE DU CHEF DU Canada (2018)

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

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all

Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

#### **04 License to Intellectual Property Rights in Background Information**

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

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

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

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

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

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

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

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

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with

subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

## **05 Right to License**

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

## **06 Access to Information; Exception to Contractor Rights**

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

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

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

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

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

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

## **07 Waiver of Moral Rights**

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

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

## CONFIDENTIALITY CLAUSE



Transport  
Canada

Transports  
Canada

**Re: Request for Proposal T8080-180068  
Cumulative Effects of Marine Shipping – Assessment Methodology**

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.
- d) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
- e) it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
- f) must require any proposed subcontractor referred to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

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.

---

Supplier's legal name

---

Signed by its authorized representative and title

---

Date

**Canada**

**TRANSPORT CANADA**  
**APPENDIX "E"**  
**REQUIREMENTS FOR SIGNATURE**

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

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

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

**IMPORTANT:**

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

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

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

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

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

**COMMENTS:**

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

**TRANSPORT CANADA**

**APPENDIX "F"**

**INSTRUCTIONS TO TENDERERS**

1. DEFINITIONS

In the Invitation to Tender

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

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

2. TENDER CLOSING

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

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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



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

## 8. CONTRACT SECURITY

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

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

## 9. INSURANCE

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

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

## 10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

## 11. SIGNING OF DOCUMENTS

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

## 12. TENDER VALIDITY PERIOD

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

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

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

## 13. INCOMPLETE TENDERS

13.1. Incomplete or conditional tenders will be rejected.

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

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

#### 14. REFERENCES

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

#### 15. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

## TRANSPORT CANADA

### APPENDIX "G"

#### PROGRAM FOR EMPLOYMENT EQUITY

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.

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en Canada 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**

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## **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://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/fcp/criteria/) on the HRDC website at the following address:

[http://info.load-otea.hrdc-drhc.gc.ca/workplace\\_equity/fcp/criteria/](http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/fcp/criteria/)

### **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.



**Human Resources**      **Développement des ressources**  
**Development Canada**      **humaines Canada**

**Labour Branch**      **Direction générale du travail**

**Federal Contractors**      **Programme de contrats fédéraux**  
**Program**

<b>OFFICIAL USE ONLY CERTIFICATE NO.</b>

### Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal Name of Organization		Parent company is located outside Canada	
Operating Name (if different)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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			
<p>The above-named organization:</p> <ul style="list-style-type: none"> <li>having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, <b>AND</b></li> <li>intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,</li> </ul> <p>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.</p>			
SIGNATORY			
<p><b>NOTE:</b> If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position <b>with the authority to implement Employment Equity in the organization.</b></p>			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>You must include the <i>signed original</i> of this form with your bid.</li> <li>You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.</li> </ul>			

## Criteria for Implementation

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

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

For more information on the FCP refer to the HRDC Labour web site at [http://info.load-otea.hrdc-drhc.gc.ca/workplace\\_equity/](http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/).

TRANSPORT CANADA

APPENDIX "H"

**BIDDER'S DECLARATION**  
Clauses and Conditions under the  
Government of Canada Integrity Regime



Transport  
Canada

Transports  
Canada

File No.: T8080-180068

Dear Bidder/Proposer:

1. The Government of Canada (GC) is committed to open, fair and transparent procurement and real property transactions. A government-wide Integrity Regime has been put in place to ensure that the Government does business with ethical suppliers in Canada and abroad. For more information please see the Integrity Regime website: <http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>

2. Integrity Regime Bidder's Declaration form:

The bidder/proposer is required to have reviewed the resulting clauses of this solicitation that include the GC Integrity Regime conditions (Appendix #) and also the following clause explaining the specific condition when the Integrity Regime Bidder Declaration form is required to be completed by the bidder/proposer:

"Declaration of Convicted Offences. Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must send the completed Bidder's Declaration Form.."

- [clause 10 of the 2003 \(2010-10-07\) Standard Instructions - Goods or Services - Competitive Requirement](#)

3. After review of the above ( item #2), it is the **responsibility of the bidder/proposer** to decide if it's necessary to complete the Integrity Regime Bidder Declaration form. The **bidder/proposer must** send the completed form **to Public Services & Procurement Canada (PSPC) through the mail, using a sealed envelope to the attention of:**

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



Protected "B" *when completed*

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

***Financial Administration Act***

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

Yes [ ] / No [ ]

Comments:

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***Criminal Code***

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

Yes [ ] / No [ ]

Comments:

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

**Criminal Code**

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

Yes [ ] / No [ ]

Comments:

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**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:

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**Corruption of Foreign Public Officials Act**

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

Yes [ ] / No [ ]

Comments:

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**Controlled Drugs and Substances Act**

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

Yes [ ] / No [ ]

Comments:

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**Other acts**

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

Yes [ ] / No [ ]

Comments:

**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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



FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR <b>Analysis of International Incident Involving Ship-Source HNS Releases</b>
NUMBER - NUMÉRO <b>T8080-180068</b>
DATE DUE - DÉLAI August 13, 2018, 14:00 HRS (2:PM) EDT (Eastern Daylight Time)

# TENDER - SOUMISSION

TENDER RECEPTION

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