



Transport
Canada

Transports
Canada

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

August 23, 2018

**Subject: Request for Proposal T8080-180032
Technology, Infrastructure and Capacity Survey and Hosting Requirements Analysis for the
Enhanced Maritime Situational Awareness (EMSA) System**

Dear Sir or Madam:

The Department of Transport has a requirement for these services to be carried out in accordance with the Statement of Work attached hereto as Appendix "B".

This procurement is subject to the Nunavut Land Claims Agreement, Inuvialuit Final Agreement, and Labrador Inuit Land Claims Agreement.

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 T8080-180032**", 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 October 3 2018. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

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

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

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

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Statement of Work;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

ENVELOPE 2 - COST PROPOSAL

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Jianna-Lee Zomer, Transport Canada, E-mail: jianna-lee.zomer@tc.gc.ca, and must be received **before 12:00 hours (noon) EDT on September 21, 2018**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Jianna-Lee Zomer at 613-990-8736.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

- a) Cancel the bid solicitation at any time;
- b) Reissue the bid solicitation; and
- c) Negotiate with the sole responsive bidder to ensure best value to Canada.

d) Reject any or all bids received in response to the bid solicitation;

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

Yours truly,

(Original signed by)

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

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

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

SAMPLE RETURN ENVELOPE FORMAT

List of Attachments to Evaluation Criteria Appendix C:

- Annex A: Requirement for Indigenous Benefits – Attachment 1: Instructions to Bidders
- Annex A: Requirement for Indigenous Benefits – Attachment 2: Contract Clauses
- Annex A: Requirement for Indigenous Benefits – Attachment 3: Contact Information
- Annex A: Requirement for Indigenous Benefits – Attachment 4: Definitions
- Annex A: Requirement for Indigenous Benefits – Attachment 5: Evaluation Criteria

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: Technology, Infrastructure and Capacity Survey and Hosting Requirements Analysis for the Enhanced Maritime Situational Awareness (EMSA) System

OFFER SUBMITTED BY:

(Name of Company)

(Complete Address)

GST Number _____ **PBN Number** _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

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

60 days after contract award

4. Cost Proposal

4.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Statement of Work. In addition, the Contractor **must** 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.

An all-inclusive fixed price of: \$ _____ + GST/HST [Evaluated Price]

4.2 Travel

For the requirements to travel described in section(s) of the Statement of Work in Annex "B" the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside the National Capital Region (NCR) defined in the **National Capital Act (R.S.C., 1985, c. N-4)**, available on the Justice Website (<http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>),"

Estimate Amount of Travel \$90,000.00 + GST/HST

5. Method of Payment

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

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

6. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licenses 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.

7. 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.

8. 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.

9. Tender Validity

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

10. 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.

11. Signatures

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

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

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A-1” – Technology, Infrastructure and Capacity Survey and Hosting Requirements Analysis for the Enhanced Maritime Situational Awareness (EMSA) System

PRICE BREAKDOWN FOR T8080-180032

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

1.0 Contract period – Professional Services (rates to include overhead, G&A, profit, etc.)

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

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

TRANSPORT CANADA
APPENDIX “B”
STATEMENT OF WORK

This procurement is subject to the Nunavut Land Claims Agreement, Inuvialuit Final Agreement, and Labrador Inuit Land Claims Agreement.

1.0 PURPOSE

Transport Canada (TC) is seeking a Contractor with the expertise required to undertake:

1) A baseline technology, infrastructure and capacity survey of communities hosting pilot projects (pilot hosts) under the Government of Canada’s Enhanced Maritime Situational Awareness (EMSA) initiative; and,

2) An analysis of the hosting requirements for each community, based on the anticipated needs identified in the survey as well as the characteristics and functionalities expected of the EMSA solution, based on information provided by TC.

2.0 TITLE OF PROJECT

Technology, Infrastructure and Capacity Survey and Hosting Requirements Analysis of the Pilot hosts for the Enhanced Maritime Situational Awareness (EMSA) initiative.

3.0 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.

As part of the OPP, the Government of Canada is examining opportunities to partner with communities, first responders and government authorities to utilize an information-sharing system to enable enhanced access to accurate, real-time information on marine shipping activities in local waters.

Through the EMSA initiative, the Government of Canada will develop a user-friendly Geographic Information System (GIS) solution that effectively integrates and depicts various layers of marine data and information. Access to this system will help enhance the collective understanding of what is happening in local waters, and enable partners and stakeholders to meaningfully participate in local marine safety, emergency response, and environmental protection activities. Layers of information will include both ‘static’ data (e.g., bathymetry,

sensitive habitats, cultural sites, vessel and port databases) and 'dynamic' data (e.g., vessel tracking, meteorological information, endangered species location, spill and pollution events), in both historic (e.g. yearly data on maritime traffic) and present-day context.

TC has conducted community engagement sessions across Canada to gather user data and functionality requirements for the system, and to identify potential communities to participate in pilot projects. Pilot hosts will work with the EMSA solution (a GIS system) in order to evaluate whether it meets user needs and to identify its potential uses and areas for improvement. There will be 2 pilot projects in Nunavut and the Western Arctic, 2 pilot projects in Québec, 3 pilot projects in British Columbia (Note: two neighboring communities will be co-hosting a pilot), and 2 pilot sites in the Atlantic Provinces (New Brunswick, Newfoundland & Labrador, Prince Edward Island, Nova Scotia).

To help support this initiative and the participation of the pilot project hosts, an informative assessment of the baseline technology, infrastructure and capacity of pilot hosts is needed, as well as an analysis of any infrastructure enhancements required in order for communities to host the EMSA solution, anticipated to be developed for April 2018. Transport Canada is therefore seeking to procure the services of a Contractor to undertake the work.

4.0 PROJECT OBJECTIVES/REQUIREMENTS

4.1 Project Objectives

The selected Contractor will work under the direction of the Project Authority (Transport Canada) in order to better understand the requirement and gather information to help improve service delivery. The objectives below will guide the Contractor's work.

As a first step of the contract, Transport Canada will provide the Contractor with a list of the identified pilot sites. The Contractor will conduct a site survey in each community in order to identify baseline technology, infrastructure and capacity capabilities.

Transport Canada will also supply the Contractor with information on the anticipated functionalities, requirements and, to the extent possible, specifications for the EMSA GIS solution. It is anticipated that the technological requirements would have similarities to other GIS programs. The Contractor will then need to do the following:

1. Based on each pilot host's identified baseline technology, infrastructure and capacity capabilities, the Contractor will need to analyze and prepare a report identifying what additional capacity is and may be required in each community in order to meet the needs anticipated to support the EMSA solution over the course of the pilot project period.
2. Provide at least two (2) options (with cost estimates) for meeting those requirements. Cost estimates must be evidence-based and take into account pilot site geography.

4.2 Project Requirements

Using a mixture of qualitative and quantitative research methods (e.g., on-the-ground assessments, data analysis, web research, interviews), the Contractor will undertake the work detailed in Section 4.1.

The Contractor will hold regularly scheduled meetings with TC to provide updates. TC will determine the frequency of these meetings.

5.0 SCOPE OF WORK

The Contractor will be responsible for conducting a baseline technology, infrastructure and capacity survey for each identified pilot site. The Contractor will use this information along with the information on the anticipated functionalities, requirements and, to the extent possible, specifications for the EMSA solution, to be provided by TC, to identify what additional capacity is required in each community to ensure they are able to host the EMSA solution, including cost estimates, per the project requirements and objectives, above.

6.0 PROJECT DETAILS

The Contractor will be required to perform the following tasks:

- a) Provide a detailed project plan and schedule for the technology, infrastructure and capacity surveys.
- b) Identify baseline technology, infrastructure and capacity capabilities for each pilot community (to be identified by TC) including, but not limited to, the following:
 - average internet bandwidth continuous throughput
 - low and high internet bandwidth throughput
 - average internet latency to major city centers (closest to site, Toronto, Montreal)
 - low and high end latency to major city centers
 - average internet bandwidth and latency to home or work offices (sample set)
 - average personal computer equipment
 - community network infrastructure (major components, if any)
 - Equipment and infrastructure to support Automatic Identification System (AIS) data collection and/or distribution
- c) Based on the information collected through the surveys conducted, determine what additional capacity is required in each community in order to meet the needs identified to support the EMSA solution (as described in section 6.0 b).

Information on the anticipated EMSA solution functionalities, requirements and, to the extent possible, specifications will be provided to the successful bidder by TC.

The following are some of the elements that may need to be considered:

- better internet bandwidth throughput
 - better internet latency to major city centers (closest to site, Toronto, Montreal)
 - better internet bandwidth and latency to home or work offices
 - upgrades to personal computer equipment
 - upgrades to community network infrastructure (major components, if any)
 - Automatic Identification System (AIS) requirements
 - Satellite connectivity
 - Administrative support for the pilot project
 - Training and skills development to use the EMSA solution, or a comparable GIS system based on information available to the contractor
- d) Provide options, with evidence-based cost estimates, in order to address these capacity requirements identified in the pilot site communities (e.g., funding, training, equipment, infrastructure, human resources, etc.).

- Note: Travel costs to/from pilot communities for the purpose of this study is estimated to be approximately \$90,000.

7.0 METHODOLOGY

The Contractor is expected to use a combination of methods, including, but not limited to:

1. On-the-ground assessments

- Provide an evaluation of each community's baseline technical infrastructure.
- Note the internet bandwidth in and around the site.
 - Access and test the functionality of, and speed of the following platform and sites: the Federal Geospatial Platform, marinetraffic.com, flighttracker.com.
 - Measure time required to perform standard operations on sites (display data, query, read attributes); compare to results from benchmark test conducted from TC office in Ottawa.
 - Perform tests at different times of day (ex: 00:00, 06:00, 12:00 and 18:00).
 - Perform standard latency tests such as pinging a TC server, measuring the time to return, number of hops and other relevant metrics. Test and record internet speed from <http://www.speedtest.net/>
- Note the performance class of the hardware (desktops, laptops and other equipment) used at sites, including relevant information such as: make, year, processor, RAM, disk space.
- Note the infrastructure's compatibility with the Standard on Web Accessibility, Communications and Federal Identity Policy.
- Note the availability of mobile phone data plans and their speed.

2. Interviews

- Meet with local representatives, including those identified by TC, to inquire about their experiences with accessing the internet in their community and what equipment they work with.

3. Desk research

- Web research, public information, government documents, news releases, academic articles, and so on.

8.0 DELIVERABLES

The Contractor will provide the following deliverables:

a) Draft written report:

First, the draft report is expected to include a baseline technology, infrastructure and capacity survey of all pilot hosts identified by TC. The draft report must respond to the items identified in Section 6.0 (Project Details) of this statement of work.

Second, the draft report is expected to also include options for meeting those requirements (when required) as per Section 4.1 (Project Objectives) and must include evidence-based cost estimates. The draft report must respond to the items identified in Section 6.0 (Project Details) of this document.

The draft report is to be written in English or French, and in MS Word format. Following the receipt of the draft report, TC will provide feedback to the Contractor, assessing how well the draft corresponds to the Scope of Work and Project Details.

b) Final written report:

The final written report will include the same content as the draft report, and will also incorporate any feedback from the draft report that is provided by TC.

9.0 TIMELINES

Level of effort:

	Deliverable	Due Date
A	Preliminary draft report	40 days after contract award
B	Final written report	60 days after contract award

10.0 WORK LOCATION

The Contractor will complete majority of the required work remotely, although some travel may be required for purposes of conducting the Work (e.g. traveling to pilot sites to conduct in-person assessments and interviews).

11.0 TRAVEL PLAN

Transport Canada will identify the pilot sites. The cost of travel to/from a pilot site is projected at approximately \$10,000 per visit as there are nine pilot sites (Note: two neighboring communities will be co-hosting a pilot). As such, travel costs for the purpose of this study is estimated to be \$90,000.

The Contractor will be reimbursed their authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, travel, and accommodations expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization and approval of the Contracting Authority.

All payments are subject to government audit.

The following is the Web site address for the Treasury Board travel policy:

http://www.tbs-sct.gc.ca/travel/travel_e.html

12.0 INTELLECTUAL PROPERTY

The Contractor will own the foreground intellectual property arising from work under this contract subject to providing a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to Canada to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor but may limit commercial exploitation by Canada.

13.0 SECURITY

13.1 Confidential information

The Contractor will not have access to confidential or protected information.

13.2 Location of work

The Contractor will work off-site.

14.0 CONFIDENTIALITY OF INFORMATION

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

15.0 DEPARTMENTAL AUTHORITIES

15.1 The Contracting Authority is:

Jianna-Lee Zomer
Transport Canada
Telephone: (613) 990-8736
Email: jianna-Lee.Zomer@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.

15.2 The Project Authority is:

[To be announced upon contract award]

The Project Authority is the representative of the department or agency 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.

15.3 The Contractor's Representative is:

[To be announced upon contract award]

Name

Title

Mailing Address

Telephone Number

Fax Number

TRANSPORT CANADA

APPENDIX "C"

EVALUATION CRITERIA

Evaluation Criteria & Selection Methodology

Acceptance of Request for Proposal Terms and Conditions

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

Evaluation of Proposals

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

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

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

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

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

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

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

BIDDER – MANDATORY CRITERIA

The bidder’s bid must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

PLEASE NOTE:

To demonstrate experience, the bidder **must** provide the following information for all project descriptions:

1. Name of the client;
2. The total number of years’ experience performing the above mentioned tasks;’
3. The start and end dates of the project;
4. Details of the work performed by the proposed resource on the project(s) including tasks, technologies used and deliverables;
5. Customer reference that can attest to the proposed resource’s experience
(References are only to be contacted to validate the information provided in the bidder’s proposal)

Mandatory Criteria		Met/Not Met	Cross-Reference
M1	The Bidder <u>must</u> demonstrate by project descriptions that they have at least five (5) years of experience in conducting infrastructure site surveys.	[] MET [] NOT MET	
M2	The Bidder <u>must</u> demonstrate by project descriptions that they have at least five (5) years of experience in preparing and delivering infrastructure site survey reports.	[] MET [] NOT MET	
M3	The Bidder <u>must</u> demonstrate by project descriptions evidence of having conducted at least one (1) infrastructure site survey project having the following characteristics: <ul style="list-style-type: none"> • Survey of at least five (5) sites spanning at least two (2) separate locations (cities, villages, rural communities); • Locations must include at least one (1) remote area (no road access); and • Locations must include at least one area north of 60 degrees latitude. 	[] MET [] NOT MET	
M4	The Bidder must demonstrate by project descriptions that they have at least five (5) years of experience in conducting target infrastructure gap, options, costing and recommendations analysis.	[] MET [] NOT MET	

Mandatory Criteria		Met/Not Met	Cross-Reference
M5	The Bidder must demonstrate by project descriptions that they have at least five (5) years of experience in preparing and delivering target infrastructure gap, options, costing and recommendations analysis reports.	[] MET [] NOT MET	
M6	<p>The Bidder must demonstrate by project descriptions evidence of having conducted at least one (1) target infrastructure gap, options, cost and recommendations analysis on a project having the following characteristics:</p> <ul style="list-style-type: none"> • Survey of at least five (5) sites spanning at least two (2) separate locations (cities, villages, rural communities); • Locations must include at least one (1) remote area (no road access); and • Locations must include at least one area north of 60 degrees latitude. 	[] MET [] NOT MET	
M7	<p>The bidder must demonstrate an understanding and appreciation for the unique nature of the project and the socioeconomic benefits the contract can provide for Indigenous peoples.</p> <p>The bidder must provide an Indigenous Benefits Plan that outlines how the Bidder will maximize Indigenous employment, Indigenous training / skills development or sub-contracting of Indigenous firms or individuals.</p>		

BIDDER – RATED CRITERIA

Bids will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Please Note:

To demonstrate experience bidder must provide the following information:

- Name of the client
- The total number of years' experience
- The start and end dates of the project

- Details about the work performed by the proposed resource on the project(s) including tasks, technologies used and deliverables
- Customer reference that can attest to the proposed resource’s experience
 - (References are only to be contacted to validate the information provided in the bidder’s proposal)

Mandatory Criteria for Resource		Description	Maximum Score	Resource Score
R1	The Bidder shall demonstrate by project descriptions that they have experience beyond the five (5) years’ experience required in M1 in conducting infrastructure site surveys.	< 5 years: 0 points 5 to < 7 years: 5 points 7 to <10 years: 10 points 10+ years: 15 points	20	
R2	The Bidder shall demonstrate by project descriptions that they have experience beyond the five (5) years’ experience required in M2 in preparing and delivering infrastructure site survey reports.	< 5 years: 0 points 5 to < 7 years: 5 points 7 to <10 years: 10 points 10+ years: 15 points	20	
R3	The Bidder shall demonstrate by project descriptions that they have beyond the five (5) years’ experience required in M4 in conducting target infrastructure gap, options, costing and recommendations analysis.	< 5 years: 0 points 5 to < 7 years: 5 points 7 to <10 years: 10 points 10+ years: 15 points	20	
R4	The Bidder shall demonstrate by project descriptions that they have beyond the five (5) years of experience required in M5 in preparing and delivering target infrastructure gap, options, costing and recommendations analysis reports.	< 5 years: 0 points 5 to < 7 years: 5 points 7 to <10 years: 10 points 10+ years: 15 points	20	

Mandatory Criteria for Resource		Description	Maximum Score	Resource Score
R5	<p>Bonus Points: Indigenous Benefits Plan</p> <p>The bidder may demonstrate how their firm will guarantee Indigenous employment, Indigenous training / skills development or sub-contracting.</p>	<p>a) Dollar Value</p> <p>For Indigenous Content included in the Bid, expressed in dollar value and/or hours of Indigenous involvement expressed as a percentage of the overall Bid. – 3 points.</p> <p>b) Indigenous Resources</p> <p>An Indigenous resource is identified or correspondence confirms that no resource is available for each pilot project location. – 3 points.</p> <p>c) Indigenous Benefits</p> <p>The scope of work and hours of planned is outlined in detail for Indigenous employment, Indigenous training / skills development and/or sub-contracting. – 4 points</p>	10	
			Total:	/ 80
			Bonus Points available under Indigenous Benefits Plan	/ 10
			Total Score	/ 90
			Total minimum points to achieve	/ 60

Bidders must meet the mandatory criteria and a minimum total score of 75% on the rated criteria, excluding Bonus Points.

ANNEX A:
REQUIREMENT FOR INDIGENOUS BENEFITS

Attachment 1 - Instructions to Bidders

1. Three Comprehensive Land Claim Agreements apply to this contractual requirement:
 - a. *Nunavut Land Claim Agreement*, Article 24
 - b. *Labrador Inuit Land Claim Agreement*, Chapter 10
 - c. *Inuvialuit Final Agreement*, Chapter 16
2. All Bidders must provide as part of their proposal a Draft Indigenous Benefits Plan as detailed below.

3. Indigenous Benefits Plan

3.1 Indigenous Benefits Content

Bidder shall include a clear statement of the minimum amount of Indigenous Benefits that the Bidder proposes to provide through the contract including subcontracting opportunities, to the extent possible. The statement must include how the bidder could address activities such as Indigenous employment, Indigenous training / skills development and/or sub-contracting to local Indigenous firms or individuals, targeted to the communities participating in the Enhanced Maritime Situational Awareness pilot projects. Should this not be possible, the Indigenous Benefits Plan must indicate the research and correspondence undertaken to lead to that determination.

Estimated benefits could be expressed as a percentage of the dollar value of the contract or hours available to train or develop skills or other measurable targets as determined by the Bidder.

The Draft Indigenous Benefits Plan shall include a Skills Development Plan that details how the Contractor intends to maximize the training and skills development of Indigenous persons.

For example, for the purposes of this contract, the contractor may wish to provide skills development to a small Indigenous firm or Indigenous person that would help enable them to undertake the tasks required in this contract in the future (e.g. job shadowing during the process to identify and test baseline technology and infrastructure in a community).

3.2 Skills Development Plan

The Draft Indigenous Benefits Plan shall include a Skills Development Plan that details how the Bidder intends to maximize the training and skills development of Indigenous persons. The Skills Development Plan shall address how training of Indigenous people or sub-contracting opportunities will be managed by the contractor. Skills development may include mentorship, job shadowing, on-the-job training or coaching (see Attachment 4 for definitions).

The Skills Development Plan shall be in sufficient detail to allow the Crown to assess the value of the Skills Development proposed but also the probability of meeting the objectives contained in the Bidder's proposal.

4. Mandatory Requirements

The Bidder's statement must include how the bidder proposes to address Indigenous employment, Indigenous training / skills development and/or sub-contracting to Indigenous firms or individuals.

5. Rated Requirements

5.1 Quality of the Benefits

The Bidder must Indigenous employment, Indigenous training / skills development and/or sub-contracting to Indigenous firms or individuals.

These requirements may be met by the Contractor. Evaluation will take into consideration not only benefits to Indigenous persons, but also to Indigenous firms.

5.2 Bidder's Indigenous Benefits Report

The Bidder must complete the reporting template as provided by Canada that details benefits forecasted in each pilot project location against actual results accomplished by the Contractor. The report shall examine commitments to Indigenous employment, Indigenous training / skills development and/or sub-contracting as indicated in the Contractor's bid and report on whether it was achieved or not. If it was not achieved, the Bidder must detail the circumstances that resulted in not meeting those commitments.

5.3 Assessment of Indigenous Benefits Report

Canada will carry out an assessment of the Bidder's Indigenous Benefits Report.

The assessment shall compare the benefits forecasted in each pilot project location against actual results accomplished by the Contractor. The assessment shall examine commitments to Indigenous employment, Indigenous training / skills development and/or sub-contracting and report on whether it was achieved or not.

A draft final benefits assessment shall be provided by Canada to the Contractor for comment. Canada shall review the Contractor's comments and finalize the assessment.

ANNEX A REQUIREMENT FOR INDIGENOUS BENEFITS

Attachment 2 - Contract Clauses

1. Preamble

This contract contains an opportunity for the provision of benefits to Indigenous people and firms.

2. Scope of Document

This document provides details on the Crown's requirements for Indigenous Benefits. This document includes definitions on terminology used. Definitions that apply to the requirements of this Annex are provided in Attachment 4.

3. Indigenous Benefits Plan

The Indigenous Benefits Plan shall include the following:

3.1 Indigenous Benefits Content

The Bidder is encouraged to express the Indigenous Benefits Content as estimated benefits as a percentage of the dollar value of the contract or hours available to train or develop skills or other measurable targets as determined by the Bidder. The minimum benefits provided should not be less than that detailed in the proposal.

3.2 Skills Development Plan

The Indigenous Benefits Plan shall include a Skills Development Plan that details how the Contractor intends to maximize the training and skills development of Indigenous persons. The Skills Development Plan could address the use of:

- a) Mentorship;
- b) Coaching;
- c) Job shadowing; and,
- d) On the job training.

The Skills Development Plan shall be in sufficient detail to allow the Crown to assess the value of the Skills Development proposed but also the probability of meeting the objectives contained therein.

3.3 Amendment of Indigenous Benefits Plan

At any time during the contract, the Contractor may propose amendments to the Contracting Authority to the Indigenous Benefits Plan. Any such proposal must include a justification for the change and a detailed explanation that the change results in Indigenous Benefits that are not reduced in quantity or quality. Canada shall provide comments or agreement within 3 working days. Canada is under no obligation to accept any such proposal regardless of its content or justification.

4. Reporting Requirements

Each item of Indigenous Benefits shall be detailed in Reporting Template provided by Canada, detailing the Benefit, the amount of work involved in terms of dollars, labour, or another measurable targets as determined by the Bidder and a description of the potential lasting value to be achieved, where possible.

The Indigenous Benefits Report detailed above shall be submitted in hard copies (original plus 2 copies) as well as in electronic format to the Transport Canada Contracting Authority.

ANNEX A: REQUIREMENT FOR INDIGENOUS BENEFITS
Attachment 3 - Contact information for Indigenous opportunities

	Site	Contact name	Contact title	Contact information
1	Council of Haida Nation, BC	Lindsay Galbraith	Project Manager and Research Advisor	Phone: 250-559-4468 Lindsay.galbraith@haidanation.com
2	Gitga'at Nation, BC	Roger Sterritt	Manager, Gitga'at Emergency Response Team	Phone: 778-884-5385 rogersterritt@gitgaat.ca
3a	T'Souke Nation, BC (partner with Pacheedat)	1) Chief Gordon Planes 2) Michelle Thut	1) Chief, T'Souke Nation 2) Administrator	1) Phone: 250-642-3957 gordonplanes@icloud.com 2) Phone: 250-642-3957 administrator@tsoukenation.com
3b	Pacheedaht Nation, BC (partner with T'Souke)	Kristine Pearson	Referrals Coordinator	Phone: 250-647-5521 ext: 208 referrals@pacheedaht.ca
4	Tuktoyaktuk, NWT	Tara Day	Inuvialuit Development Corporation Representative	Phone: 867-777-7056 tday@inuvialuit.com
5	Cambridge Bay, NU	Evie Eegeesiak	Inuit Firm Coordinator	Phone: 867-975-4964 eegeesiak@tunngavik.com
6	Nain, Labrador	Molly Shiwak	Business Development Officer	Phone: 709-922-2942 Ext. 250 molly.shiwak@nunatsiavut.com
7	Maritime Aboriginal Peoples Council (organization based in Truro, NS)	Roger Hunka	Director of Intergovernmental Affairs	Phone: 902-895-2982 rhunka@mapcorg.ca
8	Mohawk Council of Kahnawake, QC	Patrick Ragaz	Environmental Advisor and Project Coordinator	Phone: 450-635-0600 Patrick.Ragaz@mck.ca
9	Essipit Innu First Nation	Marc St-Onge	Regional Development and Consultations Coordinator	Phone: 418-233-2509 mstonge@essipit.com

ANNEX A: REQUIREMENT FOR INDIGENOUS BENEFITS
Attachment 4 - Definitions

Coaching

On-the-job advice starting with feedback on observed performance. Coaching usually assumes that the coach has experience, high status or qualification, as well as monitoring responsibility assigned by the organization. Supervisors often coach.

Job shadowing

Brief (1-5 day max.) assignments that introduce potential staff to new work environments and related staff, functions and requirements, without stress of related assignments or unrealistic expectations. This staff development mechanism can be available to all staff or Indigenous staff to encourage them to consider alternate careers, advanced training, specialized training, supervisory or management roles.

Mentorship

Self-development process, initiated and driven by the employee, who identifies someone with greater experience, to conduct open-ended discussion about setting and revising goals, by sharing experiences, knowledge, perceptions, resources.

Mentee

Person who seeks the support of a mentor, formally or informally, for personal or professional growth.

On-the-job training

Formalized instruction, or instruction in formal systems, conducted on or near the workplace, during normal work hours. It is most often required or desired by the employer. It is usually done to bring less-qualified staff up to satisfactory performance, introduce new systems or technologies, or prepare staff for advancement. Supervisors, experienced staff or professional specialized trainers may be utilized.

Training

Form a skill by instruction, discipline or drill. The focus is most often a product, process, craft, trade or art. In today's workplace, it is expanded to include information, attitudes and values. The instructor is selected for their skill and experience, as well as effectiveness and efficiency in training others.

Sustainability (Indigenous Benefits Plan)

Demonstrates how long-term benefits may be generated for Indigenous firms, Indigenous self-employment and/or for individual Indigenous employees through workforce development including, but not limited to skills training on-the-job, apprenticeship or any of the above human resource mechanisms.

ANNEX A: REQUIREMENT FOR INDIGENOUS BENEFITS

Attachment 5 - Evaluation Criteria

1. Total Points Available

A total of up to 10 bonus points will be awarded for Indigenous benefits, consisting of Indigenous Content, as detailed below in Paragraph 2.

2. Indigenous Content

2.1 Dollar Value

For Indigenous Content included in the Bid, expressed in dollar value and/or hours of Indigenous involvement expressed as a percentage of the overall Bid.

– 3 points.

2.2 Indigenous Resources

An Indigenous resource is identified or correspondence confirms that no resource is available for each pilot project location.

– 3 points.

2.3 Indigenous Benefits

The scope of work and hours of planned is outlined in detail for Indigenous employment, Indigenous training / skills development and/or sub-contracting.

– 4 points

TRANSPORT CANADA

APPENDIX “D”

SELECTION CRITERIA

Basis of Selection:

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **60** points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of **80** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 10 and the lowest evaluated price is \$600.

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

TRANSPORT CANADA

APPENDIX "E"

GENERAL CONDITIONS

PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

5. Time of the Essence

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

6. Indemnification

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

7. Notices

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

8. Termination or Suspension

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

or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

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

10. Records to be kept by Contractor

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

inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

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

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

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

12. Conflict of Interest and Post-Employment Measures

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

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

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

23. Minister's Responsibilities

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

24. 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 "F"

SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY

Re: Request for Proposals T8080-180032
Technology, Infrastructure and Capacity Survey and Hosting Requirements Analysis for the Enhanced Maritime Situational Awareness System

The Consultant hereby agrees:

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

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

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

Signed: _____

Position and Company: _____

Date: _____

TRANSPORT CANADA
APPENDIX "G"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

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

8. CONTRACT SECURITY

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

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

9. INSURANCE

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

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

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 120 days following Tender Closing Time.

12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 120-day period for acceptance of tenders for a further 120-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 "H"
REQUIREMENTS FOR SIGNATURE

CONTRACTS AND OTHER LEGAL DOCUMENTS
(COMMON-LAW PROVINCES)

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

COMMENTS:

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

TRANSPORT CANADA

APPENDIX "I"

PROGRAM FOR EMPLOYMENT EQUITY

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE - NOTA

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

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

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

OR - OU

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

OR - OU

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

- BID IS LESS THAN \$200,000;
- LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;

- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
- VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;

- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
- VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L' ÉQUITÉ EN MATIÈRE D' EMPLOI.

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

FEDERAL CONTRACTORS PROGRAM

INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

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

DESCRIPTION

Suppliers of goods and services to the federal government that

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

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

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

REQUIREMENTS

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

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

OPERATION

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

- Certification
- Implementation
- Compliance Review

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

Step 1: Certification

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

Step 2: Implementation

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

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

Step 3: Compliance Review

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

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

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

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

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

APPEALS AND SANCTIONS

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

FCP CRITERIA FOR IMPLEMENTATION

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

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

Criterion 1: Communication of Employment Equity to Employees

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

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

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

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

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

Criterion 3: Collection and Maintenance of Workforce Information

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

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

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

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

Criterion 9: Establishment of a Positive Work Environment

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

Criterion 10: Adoption of Monitoring Procedures

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

Criterion 11: Authorization to Enter Premises

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

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

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

Criteria for Implementation

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

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

TRANSPORT CANADA
APPENDIX "J"
BIDDER'S DECLARATION

Protected "B" *when completed*

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

Financial Administration Act

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

Yes [] / No []

Comments:

Criminal Code

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

Yes [] / No []

Comments:

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

Criminal Code

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

Yes [] / No []

Comments:

Competition Act

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

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

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

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

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

Yes [] / No []

Comments:

Other acts

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

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Technology, Infrastructure and Capacity Survey and Hosting Requirements Analysis for the Enhanced Maritime Situational Awareness (EMSA) System
NUMBER - NUMÉRO T8080-180032
DATE DUE - DÉLAI October 3 2018, 14:00 HRS (2:PM) OTTAWA TIME

TENDER - SOUMISSION

TENDER RECEPTION

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