



Transport
Canada

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Canada

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

September 6, 2018

**Subject: Request for Proposal T8080-180310
TRANSPORTATION OF DANGEROUS GOODS IN NORTHERN CANADA –
LOGISTICS ANALYSIS**

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for a Transportation of Dangerous Goods in Northern Canada Logistics Analysis.

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 T8080-180310**", 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 22, 2018. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

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

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

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

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

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

- a summary of company experience directly related to the Statement of Work;
- names of a minimum of three (3) resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

ENVELOPE 2 - COST PROPOSAL

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Jenny O’Neil, Transport Canada, E-mail: jenny.oneil@tc.gc.ca , and must be received **before 12:00 hours (noon) EDT on September 27, 2018**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Jenny O’Neil at 613-990-7643.

The lowest or any Proposal will not necessarily be accepted.

Canada reserves the right to:

- 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)

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

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

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

SAMPLE RETURN ENVELOPE FORMAT

TRANSPORT CANADA
APPENDIX "A"
OFFER OF SERVICES

OFFER FOR: TRANSPORTATION OF DANGEROUS GOODS IN NORTHERN CANADA – LOGISTICS ANALYSIS

OFFER SUBMITTED BY: _____
(Name of Company)

(Complete Address)

GST Number _____ **PBN Number** _____

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

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

The Period of Service will be from Contract award to March 31, 2019.

4. Cost Proposal

Professional Services and Associated Costs

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

4.1 For the Contract Period of Contract Award to March 31, 2019

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

For Evaluation Purposes Only

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

4.4 Method of Payment

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

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

5. Provincial Sales Tax (PST)

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

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

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

7. Appropriate Law

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

8. Tender Validity

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

9. Proposal Documents

The Contractor herewith submits the following:

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

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

10. Signatures

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

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

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

(Signature of Witness)

Per _____
(Signing Officer and Position)

(Signature of Witness)

ANNEX “A-1” –

PRICE BREAKDOWN FOR T8080-180310

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

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

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

TRANSPORT CANADA

APPENDIX "B"

STATEMENT OF WORK

1.0 TITLE

Transportation of Dangerous Goods in Northern Canada: Logistics Analysis

2.0 BACKGROUND

The Transportation of Dangerous Goods Directorate (TDG), based on risks, develops safety standards and regulations, conducts oversight and provides expert advice on dangerous goods (DGs) incidents to promote public safety in the transportation of DGs by all modes of transport in Canada.

Currently, there are gaps in TDG's knowledge regarding the handling, offering for transport, and transport of DGs in Canada's north; specifically, north of the 55th parallel and in remote / isolated areas in Manitoba, northwestern Ontario and northern Quebec (Study Area) as further described in Appendix A.

In spring 2017, the only rail line into Churchill, Manitoba, was flooded and surface freight shipments were impossible until an ice road was created, allowing delivery in December of the same year. Further to this, there are virtually no freight rail lines north of the 60th parallel, with the exception of rail access to Hay River in the Northwest Territories. Considering the seasonal nature of ice roads and ports, there are limited routes of entry for the movement of DGs into or out of Northern Canada and other remote / isolated areas.

Due to these limitations, it is unclear where and how DGs are moving into and throughout the Study Area and where DGs are stored and handled. Furthermore, there are gaps in information on which DGs are transported, their annual volumes and information on emergency response capacities. The impact of TDG related incidents on public safety, biological diversity, and the environment (terrestrial and marine ecosystems) is also unclear.

Knowledge of DG specific sites must be confirmed in order to ensure safe handling and transportation throughout the Study Area. These sites include privately held aerodromes / airports, marine ports, roads and ice roads, railroads, mines, extraction sites, manufacturers and warehousing / distribution centres. As well, seasonality of movements plays a factor in assessing risk throughout the Study Area.

3.0 OBJECTIVE

The objective of this study is to comprehensively identify the DGs that are transported in and throughout the Study Area, and, analyze and describe the logistics associated with these movements. The study will also identify the major hubs across Canada that service the Study Area and furthermore identify areas of potential risk.

Through the collection and analysis of data related to DGs, we will be able to inform policy decisions regarding safety regulations and enforce compliance.

4.0 SCOPE OF WORK

The scope of this logistics analysis will include the identification of all DGs that are transported throughout the Study Area and their transportation routes. These include all areas in Canada located north of the 55th parallel as well as additional areas that are isolated from major population centres and regions which are serviced only by air and/or ice roads (northwestern Ontario / northwestern Quebec / northwestern Labrador). The complete geographic boundaries of the Study Area are detailed in Appendix A.

The contractor will identify the locations of refining, manufacturing, mining, warehousing, distribution and retail facilities; DG incidents; fire stations and their respective response capacities; aerodromes / airports; marine ports; transportation routes; and major DG transportation and handling hubs in the South that service the Study Area. DGs transported throughout the Study Area shall be identified, along with their quantities and routes of transport.

The contractor will also include GIS analyses identifying statistically significant areas of potential risk for all modes (excluding air) of transportation (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis). Collected data will be presented in tabular and geospatial formats including maps. The data collected shall cover a period between 2013 and 2017 inclusive, where available.

5.0 TASKS/REQUIREMENTS

The Contractor must fulfill the following tasks to satisfy the requirements of the study:

- 5.1 The Contractor shall provide a comprehensive draft work plan within the proposal that must include the following:
 - a) The draft work plan must clearly demonstrate a methodology to determine which DGs (or groupings of DGs) will be the focus of the study;
 - b) The draft work plan must describe the logistics analysis: what procedures and analysis will be used to determine and describe the movement of DGs transported throughout the Study Area, how and where they are moving, and how much is moving;
 - c) The draft work plan must include a procedure to identify statistically significant areas of potential risk of dangerous good movements in a GIS environment in ESRI-compatible formats (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis);
 - d) Specific activities or tasks anticipated to complete the study with timelines;
 - e) Estimated level of effort for each activity, including proposed resources and number of person hours assigned to each task; and
 - f) A project plan using GANTT charts or equivalent format.
- 5.2 The Contractor shall provide, within the study, an analysis of the logistics for each dangerous good or groupings of DGs being transported across the Study Area:
 - a) Identify the class(es) and/or sub-class (es) of DGs and their respective volumes (by UN number) transported throughout the Study Area;
 - b) Identify and describe the primary DG transportation hubs and DG handling sites throughout the Study Area;
 - c) Identify the major transportation and handling hubs in southern Canada (outside the Study Area) which supply the Study Area with DGs; and
 - d) Identify the routes (by mode) used to transport the DGs (identified in Task 2a), including seasonal nature of routes and quantities of DGs along routes.
- 5.3 The Contractor shall generate, within the study, maps as geospatial products identifying statistically significant areas of potential risk of dangerous good movements in ESRI-compatible formats (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis) throughout the Study Area for all modes (excluding air).

5.4 The Contractor shall provide within the study, the descriptions and create maps as a geo-spatial products in ESRI-compatible formats for the Study Area identifying:

- a) DGs transport, storage and handling sites (such as DG extraction sites, DG processing sites, mines, refineries, retail sites, warehousing and distribution sites, including hubs within the Study Area);
- b) Transportation infrastructure (such as railways, roads, ice roads, marine ports, ferries, and aerodromes / airports);
- c) The major DG distribution hubs in the South that service the Study Area;
- d) DG transportation routes by mode;
- e) Emergency response facilities and their response areas;
- f) The locations of DG incidents; and
- g) DG commodity flows.

6.0 DELIVERABLES AND REPORTING

6.1 Kick-off meeting:

A kick-off meeting will be held between the contractor and the TC project authority. This meeting is intended to review the draft work plan submitted as part of the contractor's proposal and finalize the requirements for the study, including:

- a) The schedule of work and product delivery;
- b) Scope of work;
- c) Data and metadata formatting, naming conventions, and organizations; and
- d) A review of the draft work plan and methodologies to be used and the required deliverables for the contract, including data and map samples required for the project report.

Meeting will be held: Within one (1) week after date of Contract award.

6.2 Final work plan:

The final work plan will be based on the draft submitted with the Contractor's proposal. Edits and changes will be incorporated from discussions held during the kick-off meeting and other consultations with the client. The final work plan must specify:

- a) The specific activities anticipated;
- b) Timelines, milestones and deliverables;
- c) The level of effort and resource for each activity; and
- d) A project plan using a GANTT charts or equivalent format.

Once accepted, the contracted work shall begin. All tasks shall be completed within the timeframe specified. The Contractor shall seek approval from the TC Project Authority with regard to all updates or revisions to the project plan or schedule throughout the life cycle of the project.

Completion Date: Final work plan to be submitted within one (1) week after the kick-off meeting.

6.3 Bi-weekly meeting:

The Contractor must provide bi-weekly (every two weeks) written updates, in English, which will include a status update and/or progress report for the duration of that period. This frequency may be changed if deemed necessary and approved by TC.

Completion Date: 11:00 a.m. EST on the second Monday of each two-week period following the date of Contract award.

6.4 Mid-Project Report & sample of GIS work:

The Contractor must provide TC with a mid-project report. The mid-project report must include:

- a) A detailed description of the work completed, status of work underway and description of work remaining;
- b) An explanation of the results to date;
- c) Contacts and references as applicable for sources of data; and
- d) Data samples, as well as sample maps and GIS products in ESRI-compatible formats, as identified during the kick-off meeting or subsequent bi-weekly meetings.

The Contractor must answer and implement TC's questions and comments in subsequent work.

Completion Date: Mid-Project report and samples of GIS work must be completed by 11:00 am EST on the Friday of the twelfth (12th) week following the kick-off meeting, or any other completion date to be agreed to at the kick-off meeting.

6.5 Draft Report

The Contractor must provide TC with a draft of the final report in English. The report will be created using a word-processing program such as Microsoft Word (Office 2007 or more recent versions). The report will document the research, analysis and final conclusions of the study, and must include:

- a) Title page;
- b) Table of contents;
- c) Introduction;
 - Overview of the study; and
 - Background and the objective of the study.
- d) Executive summary for each DG transported throughout the region;
 - Overview of the logistics for each DG or DG grouping.
- e) Results of logistics analysis for each DG transported throughout the region;
 - Detailed breakdown of transportation modes, routes, and volumes for each DG or DG grouping.
- f) Statistical Summary- General trends and descriptive statistics related to:
 - Logistics analysis of DG quantities being moved throughout the region;
 - GIS analyses identifying statistically significant areas of potential risk (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis).
- g) Technical memorandum;
 - Description of all geospatial and geo-statistical work and modelling, including a discussion where applicable about the models chosen and why;
 - Description of the methodology used to identify modes, routes, and volumes of DGs transported;

- Description of the methodology used to geo-statistically identify areas of potential risk (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis); and
- Metadata with a glossary of terms and data dictionary of field names and descriptions in the form of a word document.

h) References;

- Sources for data; and
- Listing of companies and stakeholders that are identified in the course of the study, with address and geographic coordinates.

The Draft Report will be reviewed by TC, with all questions and comments recorded on a disposition of comments document provided by the Contractor. The Contractor shall respond to TC's questions and implement any comments when preparing the final report.

Completion date: The draft report must be completed by 9:00 am EST two (2) weeks prior to the contract end date.

6.6 Draft tabular data and GIS data

The Contractor must provide TC with a draft of the final tabular data. The draft spreadsheets must be created using Microsoft Excel (2013 or more recent versions). The data deliverable must include the following for DGs transported within the Study Area and within the study period:

- a) Each DG transported with attributes including (but not limited to):
- Unique identifier for each record;
 - Names, class, and UN number of DG;
 - Volumetric data of each DG;
 - Mode of transport used for distribution;
 - Type of route used for transportation including seasonal nature;
 - Latitude and Longitude coordinates of paired origin/destination locations; and
 - Province names of paired origin/destination locations.

The Contractor must also provide TC with draft GIS data and draft map products. Mapping must be conducted on, or produced to be compatible with ESRI ArcGIS suite of products. The record layout of geospatial data must meet the requirements as agreed to in the kick-off meeting. GIS data deliverables must include:

- b) A Point location feature class or shapefile of DG transportation, storage and handling sites within the study area with attributes including (but not limited to):
- Unique identifier for each record;
 - Name of site or facility;
 - Type of facility (i.e. Extraction site, Processing site, Mine, Refinery, Retail site, Warehousing and Distribution sites, etc.);
 - Address information of the site (street number, street name, province, postal code, and country in separate columns);
 - Coordinates (Latitude and longitude in separate columns);
 - Names, class, and UN numbers of DGs handled within study period; and
 - Volumetric data of DGs handled within study period.
- c) Point feature classes or shapefiles of transportation infrastructure within the study area with attributes including (but not limited to):
- Unique identifier for each record;
 - Name of site or facility;
 - Mode;
 - Type of facility (i.e. as railway terminal, road facility, marine ports, ferries, aerodromes / airports, etc.);
 - Address information of the site (street number, street name, province, postal code, and country in separate columns);
 - Coordinates (Latitude and longitude in separate columns);

- Names, class, and UN numbers of DGs handled; and
 - Volumetric data of DGs for study period.
- d) Line feature classes or shapefiles of transportation infrastructure within the study area with attributes including (but not limited to):
- Unique identifier for each record;
 - Name / owner;
 - Province origin, province destination;
 - Mode / type of transportation infrastructure (road, ice road, ferry line, marine shipping route, railway etc.);
 - Seasonal nature; and
 - Total length.
- e) A Point location feature class or shapefile of the major distribution hubs or primary transportation activity centres below 55° latitude (outside the Study Area) which supply DGs to the Study Area, with attributes including (but not limited to):
- Unique identifier for each record
 - Name of company
 - Address information of the site (street number, street name, province, postal code, and country in separate columns);
 - Coordinates (Latitude and longitude in separate columns);
 - Mode associated with DG transport;
 - Names, class, and UN numbers of DGs distributed from site; and
 - Volumetric data for each DG distributed from major hubs (estimates of volumes are acceptable when actual volumetric data is unavailable).
- f) Point feature classes or shapefiles of emergency response within the Study Area with attributes including (but not limited to):
- Unique identifier for each record;
 - Name of fire station or first response facility;
 - Town / community name;
 - Address information of the site (street number, street name, province, postal code, and country in separate columns);
 - Coordinates (Latitude, Longitude in separate columns);
 - Ability to handle dangerous or hazardous incidents (i.e. hazmat training, hazardous materials foam and resources); and
 - Response coverage.
- g) A Point location feature class or shapefile of DG incidents with attributes including (but not limited to):
- Unique identifier for each record;
 - Address information of the site (street number, street name, province, postal code, and country in separate columns);
 - Latitude of the site;
 - Longitude of the site;
 - Type of incident;
 - Names, class, and UN numbers of DGs involved in the incident; and
 - Volumetric data for each DG involved in the incident (estimates of volumes are acceptable when actual volumetric data is unavailable).
- h) A Line feature class or shapefile showing the commodity flow for each mode and class of DG transported throughout the Study Area with attributes including (but not limited to):
- Origin facility name, origin town/city, origin province, origin coordinates;
 - Destination facility name, destination town/city, destination province, destination coordinates;
 - Names, class, and UN numbers of DGs transported;
 - Aggregated volume of the DG class that traverses over each segment of the route network; and
 - Mode of transport.

- i) A Raster dataset identifying emerging hotspot locations relating to areas of potential risk indicating:
 - the probability associated with each risk
- j) A map product of the commodity flow for each mode and class of DG transported throughout the Study Area, symbolized to show the aggregated volumes of DGs that traverse over each segment of the route network, including the following map elements:
 - Title clearly conveying the data being mapped;
 - Scale bar;
 - Legend that is legible and clearly reflects the presented data;
 - Date (month and year) when map was produced; and
 - Source(s) of the data being mapped.
- k) A map (or multiple map) product(s) of the DG transportation, storage and handling sites, DG transportation infrastructure, major DG distribution hubs, emergency response facilities, and DG incidents throughout the region including the following map elements:
 - Title clearly conveying the data being mapped;
 - Scale bar;
 - Legend that is legible and clearly reflects the presented data;
 - Date (month and year) when map was produced; and
 - Source(s) of the data being mapped.
- l) A map product of the GIS analyses identifying statistically significant areas of potential risk (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis) symbolized to show the areas and trends in potential risks including the following map elements:
 - Title clearly conveying the data being mapped;
 - Scale bar;
 - Legend that is legible and clearly reflects the presented data;
 - Date (month and year) when map was produced; and
 - Source(s) of the data being mapped.

The Draft Tabular data and GIS data will be reviewed by TC, with all questions and comments recorded on a disposition of comments document provided by the Contractor. The Contractor shall answer and implement TC's questions and comments when preparing the final data deliverables.

Completion Date: The draft tabular data and GIS data must be delivered by 9:00 am EST two (2) weeks prior to the contract end date.

7.0 FINAL REPORT AND FINAL TABULAR AND GIS DATA

The Contractor must provide TC with the final electronic copy of the project report in English. The Contractor must also provide TC with the final tabular data and GIS data, in an electronic format as specified in the Section 6.6, in English.

The final report and GIS data will consist of the same deliverables outlined in Section 6.5 and 6.6 as in the Draft Report and Draft Tabular and GIS data; the final deliverables must include all comments and feedback provided by TC during draft consultations.

Completion Date: On or before 12:00 pm EST on the contract end date.

8.0 PRESENTATION

The Contractor shall provide and deliver a presentation in English to TC via webinar based on the Final Report. The Contractor will provide TC with an electronic copy of the presentation, in Microsoft PowerPoint Presentation format, including a recording made during the presentation, as well as permission to use the material in whole or in part.

Completion Date: On or before 12:00 pm EST on the contract end date.

9.0 LANGUAGE REQUIREMENT

The principal language of communication with Transport Canada will be English, including all meetings, phone communication and electronic communication. All draft deliverables, final tabular data, final GIS data and presentation webinar must be delivered in English.

The Final Report will be delivered in English.

10.0 SECURITY REQUIREMENTS

No sensitive information will be accessed by the Contractor and; therefore, no security clearance is required.

11.0 TRAVEL

There is no travel required.

12.0 DATA / REFERENCES / MATERIAL

Data

The Contractor will be responsible for purchasing data outside of what resources TC currently has. Before receiving data from TC, the Contractor must conclude a non-disclosure agreement (Appendix F) with TC on the handling, use and final disposition of the data.

The Contractor is responsible for assembling all scientific, economic, transportation and any other data necessary to complete the study. Transport Canada will make available, subject to agreed limitations, the transportation statistics and geospatial data that it holds, providing the data in formats and aggregations that will be agreed upon at the kick-off meeting.

Documentation

The Contractor will document and provide metadata for all sources of data and information used during this contract.

13.0 WORK LOCATION

The work will be completed at the Contractor's site; however, the Contractor's primary contact will be required to participate in bi-weekly teleconference meetings with the TC Project Authority and a webinar presentation.

14.0 RESPONSIBILITIES OF THE PROJECT AUTHORITY

The TC Project Authority is responsible for the following:

- 14.1 Monitor contract progress and provide feedback to the contractor as required within two weeks; and
- 14.2 Make available all required data using formats and aggregations that will be agreed upon in the kick off meeting after the nondisclosure agreements have been signed (appendix X).

15.0 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor will maintain responsibility for the following:

Ensure the availability of adequate resources to complete the contract on schedule, and the availability of back-up resources in case of unforeseen illness, injury or other reasons that may result in the withdrawal of the planned resources, as per section 19; and

Ensure that the interests of all stakeholders (e.g. industry, TC, Statistics Canada, etc.) are fully protected in accordance with the non-disclosure agreement.

16.0 LEVEL OF EFFORT

The total level of effort is estimated at 155 person days. The basis of payment will be an all-inclusive fixed price, excluding tax.

17.0 METHOD OF PAYMENT

Payment of the fixed price for professional services will be made in milestone payments upon receipt and acceptance of the deliverables. The contractor shall invoice Transport Canada in the following manner:

40% of the total upon completion and approval by the TC Project Authority of the Mid-Project Report

60% of the total upon completion and approval by TC Project Authority of the Final Report.

18.0 INTELLECTUAL PROPERTY

IP shall vest in Canada whereas the main purpose of the Crown procurement contract, or the deliverables contracted for, is: Main objective of the study and supporting material produced under this contract is to generate knowledge and information for public dissemination.

19.0 PROJECT AUTHORITY and PROJECT TEAM

To be provided at contract award.

20.0 CONTINUITY AND REPLACEMENT OF RESOURCES

The Selected Contractor shall not commence any work or be entitled to any compensation for any work undertaken unless the Contract Authority has authorized the work to begin.

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

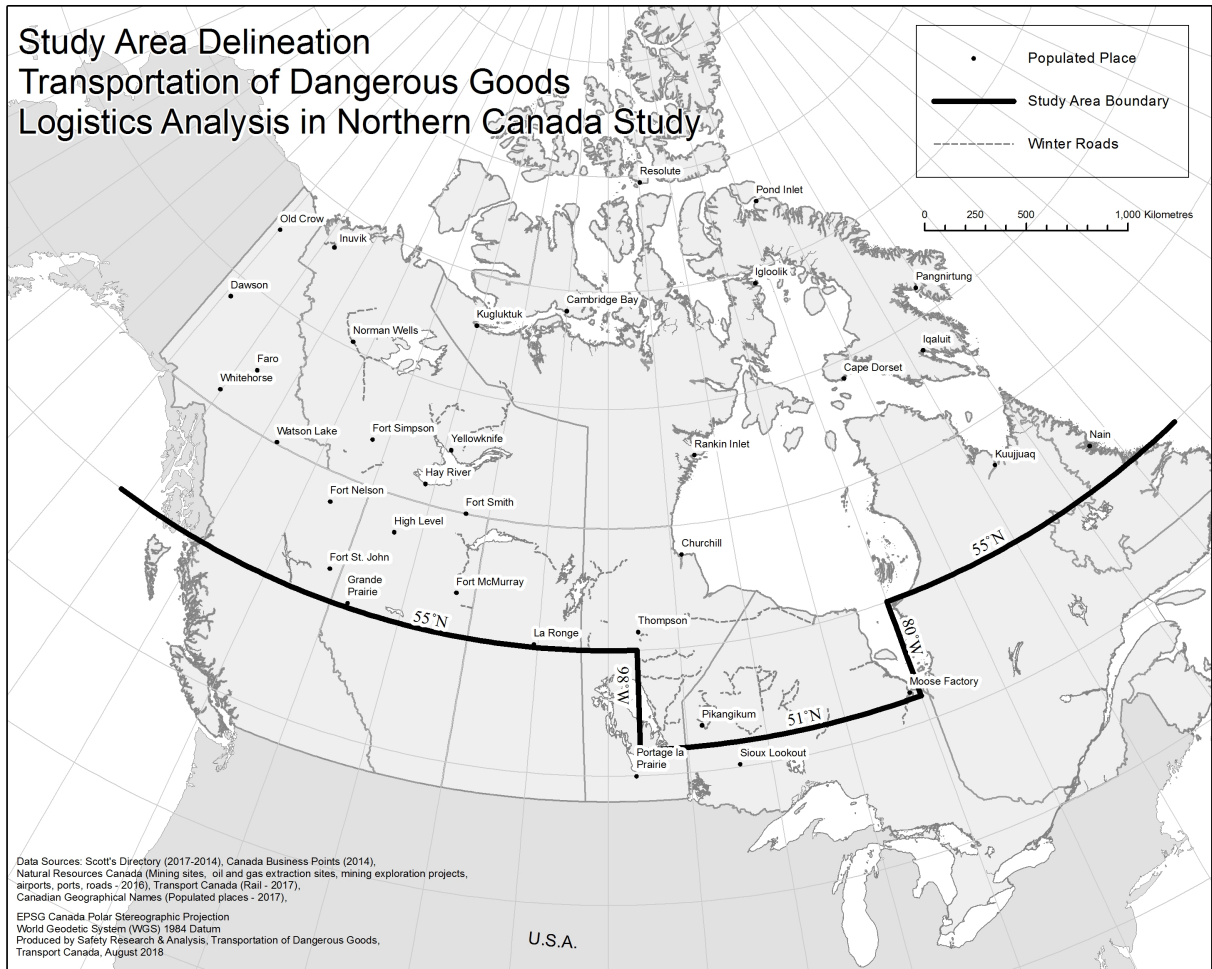
Should for any reason, the designated resources for a deliverable are not available, then the Selected Contractor shall immediately make available a fully qualified replacement resource to be approved by the Project Authority. Such approval is not intended to limit the Selected Contractor's flexibility but to ensure the use of agreed-to resource levels and experience for stated deliverables. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, the Selected Contractor shall propose alternate resources. If no suitable replacement resource can be provided within a suitable timeframe (maximum of one (1) week), then the Project Authority may elect to terminate the Contract, or may elect to use an alternate method. **Note that replacement resources are to be evaluated in accordance with the original evaluation.**

APPENDIX A: AREA OF INTEREST FOR TRANSPORTATION OF DANGEROUS GOODS LOGISTICS ANALYSIS IN NORTHERN CANADA

The area of interest for this study include all areas in Canada located north of the 55th parallel as well as additional areas that are isolated from major population centres and regions which are serviced only by air and/or ice roads (northwestern Ontario / northwestern Quebec / northwestern Labrador). They shall fall within the following geographic boundary description:

All areas in Canada north of the 55th parallel (55° N latitude).

Additionally, areas in Canada north of the 51st parallel (51° N latitude), between 80th and 98th meridian (between 80° W and 98° W longitude)



TRANSPORT CANADA

APPENDIX "C"

EVALUATION CRITERIA

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

1.0 Technical Evaluation Criteria

Mandatory Technical Criteria

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

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

Proposals MUST give evidence of compliance to the following mandatory requirements, and present supporting documentation.

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

***Project / Work Experience Description Requirements**

For all project descriptions to demonstrate experience, the bidder must provide the following information explicitly in the proposal. Points will be deducted for any missing Description Requirements:

- 1) Name of the client(s) / employer(s);
- 2) The start and end dates of the project / work;
- 3) The total number of years' experience performing each mandatory and technical criteria, (i.e. Four years' experience in Logistics Analysis from March 2011 through September 2015 working with ABC Company(ies));
- 4) Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and
- 5) Client / employer 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)

Study Area Definition: Canada north of the 55th parallel and identified areas in Manitoba and northwestern Ontario (Refer to Appendix A of Request for Proposals)

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT1	The Bidder must submit a Work Plan which must include: <ul style="list-style-type: none">• A proposed core team comprised of a Project Manager, a GIS Specialist, and a Specialist on Northern Logistics. Proposed core team members may be the same for up to two (2) out of the three (3) roles.		

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT2	<p>The Bidder must submit a Work Plan which must include the following components:</p> <ul style="list-style-type: none"> • A thorough understanding of transportation logistics and handling dangerous goods in the Study Area, as presented in a summary of understanding of approximately one (1) page; • The approach/methodology proposed for completing the work; and • A GANTT chart showing activities and milestones. 		
MT3	<p>The Bidder must propose a Project Manager as part of the core team and demonstrate through project / work descriptions*, that the proposed Project Manager meets the following requirements:</p> <ul style="list-style-type: none"> • Has a minimum of five (5) years' work experience (within the last eight (8) years)* of logistics analysis for the transportation industry and/or for the transportation of dangerous goods in Canada; • Has a minimum of three (3) years' experience in the last five (5) years* which demonstrates their knowledge of properties and behaviours of dangerous goods; and • Demonstrates their experience having completed at least two previous contracts with the federal government. <p>Bidders must include as part of their proposal copies of all diplomas, degrees and certificates referenced in the proposal.</p> <p>*Description of work experience must comply with Project / Work Experience Description Requirements.</p> <p>Proposed resource may be the same for up to two (2) out of the three (3) roles identified in MT2, MT3 and MT4.</p>		
MT4	<p>The Bidder must propose a GIS Specialist as part of the core team and demonstrate through project / work descriptions*, that the proposed GIS Specialist meets the following requirements:</p> <ul style="list-style-type: none"> • At minimum, must have a degree, diploma or certificate, from a recognized university or college in geography or Geographic Information Systems; and, • Must have a minimum of five (5) years' experience, within the past eight (8) years*, working in the field of geography or GIS. <p>Bidders must include as part of their proposal copies of all diplomas, degrees and certificates referenced in the proposal.</p> <p>*Description must comply with Project / Work Experience Description Requirements.</p>		

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
	Proposed resource may be the same for up to two (2) out of the three (3) roles identified in MT2, MT3 and MT4.		
MT5	<p>The Bidder must propose a Specialist on Northern Logistics as part of the core team and demonstrate through project / work descriptions* that the proposed Specialist meets the following requirements:</p> <ul style="list-style-type: none"> At minimum, must have graduated with a degree from a recognized college or university in social sciences including geography, sociology, history, political science, or related fields, with a focus in Northern studies. Must have a minimum of three (3) years' experience within the past five (5) years* working in transportation logistics, transportation in all modes, planning, infrastructure or related fields specifically related to the Study Area. <p>Bidders must include as part of their proposal copies of all diplomas, degrees and certificates referenced in the proposal.</p> <p>*Description must comply with Project / Work Experience Description Requirements.</p> <p>Proposed resource may be the same for up to two (2) out of the three (3) roles identified in MT2, MT3 and MT4.</p>		
MT6	<p>The Bidder must provide two (2) brief project outlines /descriptions* of studies on logistics analysis for the transportation sector <u>and/or</u> for the transportation of dangerous goods in Canada. The following must be included in the outlines:</p> <ul style="list-style-type: none"> If the services were provided on-time, on-budget and in accordance with the established project. <p>*Description must comply with Project / Work Experience Description Requirements and must include:</p>		

Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified below. The score calculated as shown below will be converted to a score out of 244 points.

Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources			
RT1	<p>The Bidder must submit a draft Work Plan as part of their proposal with mandatory components indicated in MT2: a one (1) page summary of understanding of Northern Logistics, the proposed methodology/approach and a GANTT chart.</p> <p>The one (1) page summary of understanding of Northern Logistics:</p>	54	

Point Rated Technical Criteria	Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources		
	<ul style="list-style-type: none"> • Demonstrates a complete knowledge of transportation logistics in the North; • Provides a clear description of transportation logistics analysis, including what procedures and analysis will be used in this study. <p>The proposed methodology / approach includes:</p> <ul style="list-style-type: none"> • A strategy to determine which dangerous goods (or groupings of dangerous goods) will be the focus of the study; • A procedure to identify statistically significant areas of potential risk in dangerous good movements (i.e. geo-spatial clustering of entities via geographic heat maps and emerging hotspot analysis). <p>The Draft Work Plan and GANTT Chart:</p> <ul style="list-style-type: none"> • Address Quality Control and/or Quality Assurance plans, such as identifying potential problems and proposed solutions; and, • Show a high probability of success and will obtain the expected deliverables, ensuring that the work can be delivered on time. <p><i>Each criterion is worth up to 9 points based on the rating scale below. A maximum of 54 points will be allotted.</i></p> <p><i>9 = Excellent (clear, thorough) plan, sufficient detail to provide understanding of work, i.e., no gaps in information, very high probability of success;</i> <i>7 = Good plan, sufficient detail to provide understanding of work, but with minor weaknesses/gaps in information;</i> <i>5 = Adequate plan, sufficient detail to provide understanding of work, but with weaknesses/gaps in information;</i> <i>3 = Poor plan, insufficient detail to provide understanding of work with major weaknesses/gaps in information;</i> <i>1 = Inadequate plan; lacks detail/information</i></p>	
RT2	<p>The Bidder shall demonstrate using project descriptions that the proposed Project Manager has experience in the following components related to transportation and logistics of dangerous goods:</p> <ul style="list-style-type: none"> • Experience* analysing transportation trade data; • Experience* with Northern and remote regions, their transportation modes, routes, and location of hubs; • Experience* assessing risk and safety as it relates to the transportation and handling of dangerous goods in Canada; and, • Experience managing projects with multidisciplinary team members. <p>*Descriptions must comply with Project / Work Experience Description Requirements listed above the Mandatory Requirements.</p>	60

Point Rated Technical Criteria	Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources		
	<p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p><i>5 points = < 2 years</i> <i>10 points = 2-3 years</i> <i>15 points = > 3 years</i></p>	
RT3	<p>The Bidder shall demonstrate using project descriptions that the proposed GIS specialist has experience in the following GIS skills:</p> <ul style="list-style-type: none"> • Experience* in spatial statistics; • Experience* in spatial analysis; • Experience* in routing analysis; and, • Experience* in mapping risk through methods including heat (density) maps and emerging hotspot analysis. <p>*Descriptions must comply with Project / Work Experience Description Requirements listed above the Mandatory Requirements.</p> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p><i>5 points = < 2 years</i> <i>10 points = 2-3 years</i> <i>15 points = > 3 years</i></p>	60
RT4	<p>The Bidder shall demonstrate using project / work descriptions that the proposed Specialist on Northern Logistics has experience in the following components related to the Study Area:</p> <ul style="list-style-type: none"> • Experience* working Northern stakeholders; • Experience* with regional emergency response, specifically with respect to dangerous goods; • Experience* working in regional dangerous goods extraction, manufacturing and / or distribution activities, including knowledge of dangerous goods warehousing and distribution hubs; and, • Experience* working with transportation trade data. <p>*Descriptions must comply with Project / Work Experience Description Requirements listed above the Mandatory Requirements.</p> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p><i>5 points = < 2 years</i> <i>10 points = 2-3 years</i> <i>15 points = > 3 years</i></p>	60

Point Rated Technical Criteria	Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources		
RT5	<p>Bonus points will be awarded for each additional resource outside of the core team, who must clearly demonstrate a minimum of three (3) years' professional experience* in any one of the following:</p> <ul style="list-style-type: none"> • the field of geography or GIS • logistics analysis for the transportation industry and/or for the transportation of dangerous goods in Canada • logistics expertise of the study area as it relates to transportation • safety as it relates to the transportation of dangerous goods in Canada <p>The Bidder must identify which of the above four categories the resource's experience applies to.</p> <p>*Descriptions must comply with Project / Work Experience Description Requirements listed above the Mandatory Requirements.</p> <p><i>2 points are awarded for each additional resource up to a maximum of 5 additional resources.</i></p>	<p>10</p>
<p align="center">Maximum Point Rated Technical Score = 244</p>		

TRANSPORT CANADA

APPENDIX "D"

BASIS OF SELECTION METHOD

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. Bids not meeting "(a) or (b) " will be declared non-responsive.

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

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

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

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

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

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

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

TRANSPORT CANADA

APPENDIX "E"

GENERAL CONDITIONS

PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

5. Time of the Essence

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

6. Indemnification

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

7. Notices

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

8. Termination or Suspension

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

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

9. Termination due to Default of Contractor

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

10. Records to be kept by Contractor

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

11. Ownership of Intellectual and Other Property including Copyright

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

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

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

12. Conflict of Interest and Post-Employment Measures

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

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

13. Contractor Status

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

14. Warranty by Contractor

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

15. Member of House of Commons

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

16. Amendments

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

21. No Other Benefits

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

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

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

23. Minister's Responsibilities

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

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

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

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

TRANSPORT CANADA

APPENDIX "F"

SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY

Re: Request for Proposals T8080-180310
TRANSPORTATION OF DANGEROUS GOODS IN NORTHERN CANADA – LOGISTICS
ANALYSIS

The Consultant hereby agrees:

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

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

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

Signed: _____

Position and Company: _____

Date: _____

TRANSPORT CANADA
APPENDIX "G"
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

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

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

2. TENDER CLOSING

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

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

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

4. OFFICIAL TENDER FORMAT

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

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

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

8. CONTRACT SECURITY

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

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

9. INSURANCE

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

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

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

10. SIGNING OF DOCUMENTS

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

11. TENDER VALIDITY PERIOD

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

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

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

12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

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

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

13. REFERENCES

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

14. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

TRANSPORT CANADA
APPENDIX "H"
REQUIREMENTS FOR SIGNATURE

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

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

IMPORTANT:

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

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

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.	By the representative(s) authorized by a resolution of the board of directors.
PARTNERSHIP		
(I) General Partnership two partners or more (persons or legal persons)	Name and type of the partnership contained in the Declaration of Partnership, having its head office at _____, Province of Quebec.	By one or more partner(s) duly authorized to sign on behalf of partnership.
(II) Limited Partnership two partners or more (person or legal persons)	Same as above.	By one or more general partner(s).
(III) Undeclared Partnership two partners or more (persons or legal persons)	(name) and (domicile) of each partner carrying on business in an Undeclared Partnership.	By each of the partners.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name. 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 <u>TRANSPORTATION OF DANGEROUS GOODS IN NORTHERN CANADA – LOGISTICS ANALYSIS</u>
NUMBER - NUMÉRO T8080-180310
DATE DUE - DÉLAI October 22, 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)