



Transport  
Canada

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

**October 17, 2018**

**Subject: Request for Proposal T8080-180316  
Requirement Analysis, Option Analysis and Development of an Operation Model  
for a Vehicle-to-Everything (V2X) Security Credential Management System (SCMS)  
Platform for Canada**

Dear Sir or Madam:

The Department of Transport has a requirement for these services to be carried out in accordance with the Statement of Work attached hereto as Appendix "B". The required services are to be performed during the period commencing upon contract award and are to be completed by March 31, 2020 with options to extend the contract as detailed in the Statement of Work.

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 T8080-180316**", 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 **November 27 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.**



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## **ENVELOPE 1 - TECHNICAL PROPOSAL**

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

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

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

### **NOTE: NO COST INFORMATION IS TO BE INCLUDED IN ENVELOPE 1. ENVELOPE 2 - COST PROPOSAL**

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, must be submitted in writing to Jianna-Lee Zomer, Transport Canada, E-mail: [jianna-lee.zomer@tc.gc.ca](mailto:jianna-lee.zomer@tc.gc.ca), and must be received before 12:00 hours (noon) EDT on **November 17, 2018**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.



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

The lowest or any Proposal will not necessarily be accepted. Canada reserves the right to:

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

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

Yours truly,

(Original signed by)

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



**CHECKLIST OF DOCUMENTS**

**INVITATION TO TENDER**

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



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**TRANSPORT CANADA**

**APPENDIX "A"**

**OFFER OF SERVICES**

**OFFER FOR: Requirement Analysis, Option Analysis and Development of an Operation Model for a Vehicle-to-Everything (V2X) Security Credential Management System (SCMS) Platform for Canada**

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. Contract Period

#### 3.1 Contract Period:

The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "Initial Contract Period", which begins on the date of Contract award to the end of Phase 1 (Tasks 3.1-3.3) as identified in Appendix B; and
- ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract Option 1 - Phase 2A (Task 3.4), Contract Option 2 - Phase 2B (Task 3.5), or Contract Option 3 - Phase 2C (Task 3.6), as identified in Appendix B.

#### 3.2 Extension Options

Option to Extend the Contract:

- i. The Contractor grants to Canada the irrevocable option to extend the tasks, deliverables and period of the contract by up to 24 weeks for Contract Option 1, 26 weeks for Contract Option 2, and until March 31, 2021 for contact option 3, as outlined in Appendix B. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise Option 1, Option 2 and/or Option 3 at any time by sending a written notice to the Contractor before the expiry date of the Contract Period. Canada may exercise any combination of options simultaneously. The options may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

### 4. Cost Proposal

#### 4.1 Professional Services and Associated Costs

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

##### 4.1.1 Phase 1: Requirement Analysis, Option Analysis, and Development of Operational Model (Contract Award to March 31, 2020)

Item #	Description
1.	Task 3.1 – Deliverable Items 1-4 For a fixed price of \$_____ (GST/HST extra)
2.	Task 3.1 – Deliverable Items 5-6 For a fixed price of \$_____ (GST/HST extra)
3.	Task 3.1 – Deliverable Item 7 For a fixed price of \$_____ (GST/HST extra)
4.	Task 3.2 – Deliverable Items 8-10 For a fixed price of \$_____ (GST/HST extra)
5.	Task 3.2 – Deliverable Items 11-12



	For a fixed price of \$_____ (GST/HST extra)
6.	Task 3.2 – Deliverable Item 13 For a fixed price of \$_____ (GST/HST extra)
7.	Task 3.3 – Deliverable Items 14-15 For a fixed price of \$_____ (GST/HST extra)
8.	Task 3.3 – Deliverable Items 16-17 For a fixed price of \$_____ (GST/HST extra)
<p><b>Evaluated Price:</b>  <b>For a total fixed price of Phase 1:</b>        \$_____ (GST/HST extra)          (Items 1-8)</p>	

**4.1.2 Phase 2A: Specifications for Centralized Components and Overview of Scale-up: Contract Option 1 (Option Award to March 31, 2021)**

Item #	Description
1.	Task 3.4 – Deliverable Items 18-20 For a fixed price of \$_____ (GST/HST extra)
2.	Task 3.4 – Deliverable Items 21-22 For a fixed price of \$_____ (GST/HST extra)
<p><b>Evaluated Price:</b>  <b>For a total fixed price of Phase 2A:</b>        \$_____ (GST/HST extra)          (Item 1-2)</p>	

**4.1.3 Phase 2B: Certificate Policy and Certification Practice Statement: Contract Option 2 (Option Award to March 31, 2021)**

Item #	Description
1.	Task 3.5 – Deliverable Items 23-25 For a fixed price of \$_____ (GST/HST extra)
2.	Acceptance of Task 3.5 – Deliverable Items 26-27 For a fixed price of \$_____ (GST/HST extra)
3.	Task 3.5 – Deliverable Items 28-29 For a fixed price of \$_____ (GST/HST extra)
<p><b>Evaluated Price:</b>  <b>For a total fixed price of Phase 2B:</b>        \$_____ (GST/HST extra)          (Items 1-3)</p>	



**4.1.4 Phase 2 C : Additional Work Requested on an “as needed” basis: Contract Option 3 (Option Award to March 31, 2021)**  
For a fixed per diem price of \$ \_\_\_\_\_ (GST/HST extra) **[Evaluated Price]**

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price for each phase in accordance with the table below and the ratio of 20%.

Phase	Per Diem Bid Price	Total Evaluated Price	Weighting	Maximum Number of Points
1	N/A		50%	10
2A	N/A		15%	3
2B	N/A		15%	3
2C		N/A	20%	4
<b>Total</b>			<b>100%</b>	<b>20</b>

**4.2 Workshop venue, hospitality and materials**

Working days to organize and lead the workshops must be included in the prices for Items 6 and 12. This section only applies to authorize receipt-based expenses for venue, hospitality and materials.

**4.2.1** Upon receipt and approval of invoice and itemized receipts.  
For a total estimated price of **\$50,000 (GST/HST extra)**

**4.3 Travel**

Working days to organize and perform travel must be included in the prices for the appropriate item. This section only applies to authorized receipt-based expenses for travel costs as per Section 13.

**4.3.1** Upon receipt and approval of invoice and itemized receipts.  
For a total estimated price of **\$45,000 (GST/HST extra)**





## 5. Method of Payment

Payment for services rendered will be made upon receipt and acceptance of deliverables by the Departmental Representative, and upon receipt of detailed invoices.

All payments will be contingent upon TC's satisfaction with the deliverables.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

### 5.1 Phase 1: Requirement Analysis, Option Analysis, and Development of Operational Model (Contract Award to March 31, 2020)

- 5.1.1 Upon Completion and Acceptance of Task 3.1 – Deliverable Items 1-4  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.2 Upon Completion and Acceptance of Task 3.1 – Deliverable Items 5-6  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.3 Upon Completion and Acceptance of Task 3.1 – Deliverable Item 7  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.4 Upon Completion and Acceptance of Task 3.2 – Deliverable Items 8-10  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.5 Upon Completion and Acceptance of Task 3.2 – Deliverable Items 11-12  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.6 Upon Completion and Acceptance of Task 3.2 – Deliverable Item 13  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.7 Upon Completion and Acceptance of Task 3.3 – Deliverable Items 14-15  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.1.8 Upon Completion and Acceptance of Task 3.3 – Deliverable Items 16-17  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)

For a total fixed price of:        \$ [Insert at contract award] (GST/HST extra)

### 5.2 Phase 2A – Specifications for Centralized Components and Overview of Scale-up - Contract Option 1 (Option Award to March 31, 2021)

- 5.2.1 Upon Completion and Acceptance of Task 3.4 – Deliverable Items 18-20  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)
- 5.2.2 Upon Completion and Acceptance of Task 3.4 – Deliverable Items 21-22  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)

For a total fixed price of:        \$ [Insert at contract award] (GST/HST extra)

### 5.3 Phase 2B – Certificate Policy and Certification Practice Statement - Contract Option 2 (Option Award to March 31, 2021)

- 5.3.1 Upon Completion and Acceptance of Task 3.5 – Deliverable Items 23-25  
For a fixed price of \$ [Insert at contract award] (GST/HST extra)



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5.3.2 Upon Completion and Acceptance of Task 3.5 – Deliverable Items 26-27  
For a fixed price of \$Insert at contract award (GST/HST extra)

5.3.3 Upon Completion and Acceptance of Task 3.5 – Deliverable Items 28-29  
For a fixed price of \$Insert at contract award (GST/HST extra)

**For a total fixed price of:** \$Insert at contract award (GST/HST extra)

#### **5.4 Phase 2 C - Additional Work Requested on an “as needed” basis - Contract Option 3 (Option Award to March 31, 2021)**

5.4.1 Upon Receipt of final submission and invoice for each project  
For a fixed per diem price of \$Insert at contract award (GST/HST extra)

#### **6. Provincial Sales Tax (PST)**

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

#### **7. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)**

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

#### **8. Appropriate Law**

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

#### **9. Tender Validity**

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

#### **10. Proposal Documents**

The Contractor herewith submits the following:

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

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



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**11. Signatures**

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

In the presence of

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

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

\_\_\_\_\_  
(Signature of Witness)

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

\_\_\_\_\_  
(Signature of Witness)



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## ANNEX "A-1"

### **PRICE BREAKDOWN FOR T8080-180316: Requirement Analysis, Option Analysis and Development of an Operation Model for a Vehicle-to-Everything (V2X) Security Credential Management System (SCMS) Platform for Canada**

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.



**TRANSPORT CANADA**

**APPENDIX “B”**

**STATEMENT OF WORK**

**Requirement Analysis, Option Analysis and Development of an Operational Model for a Vehicle-to-Everything (V2X) Security Credential Management Security Credential Management System (SCMS) Platform for Canada**

**1. Introduction**

**1.1 Background**

Connectivity, automation and big data are creating transformative and disruptive changes to Canada’s on-road transportation sector.

- **Connected Vehicle (CV)** systems use connectivity (via wireless communications including Dedicated Short Range Communications), positioning (via GNSS and digital maps) and data processing to enable vehicles, smart roadway infrastructure and personal mobile devices to exchange information with each other, and to provide road users with both safety and mobility advisories, warnings and alerts. CV systems are creating new possibilities within the road transportation sector. They promise to reduce greenhouse gas emissions and fuel consumption; improve safety and security; enhance efficiency, mobility, and accessibility; and foster economic opportunities for advanced clean technology jobs and investments in Canada.
- **Vehicle-to-Vehicle (V2V)** connectivity allows vehicles to share their location, heading, speed and other information, in real-time, with other vehicles using a Basic Safety Message (BSM) enabling the potential to reduce crashes, fatalities and injuries.
- **Vehicle-to-Infrastructure (V2I)** connectivity allows Smart Roadway Infrastructure (SRI, e.g., smart traffic signals, smart roadway signage, and smart rail grade crossings) to exchange information, in real-time, with vehicles and mobile devices using a Basic Information Message (BIM), enabling additional safety and mobility benefits.
- **Vehicle-to-Everything (V2X)** connectivity refers to communication scenarios including other devices (e.g. a pedestrian with a mobile smartphone) as well as V2V and V2I.



- **Automated Vehicle (AV)** systems use in-vehicle technologies (e.g., cameras, sensors, positioning, intelligent controllers and, in some cases, connectivity) to enable vehicles to navigate while taking over some driving functions such as braking, steering and acceleration. CV data extends the situational awareness of AVs beyond the limited range, line-of-sight and reliability of their in-vehicle sensors, to provide added reassurance in situations where an AV-only system might become unreliable or fail.

As CV systems are deployed across North America, millions of vehicles in Canada and roadside equipment units (i.e. SRI) will be sending and receiving messages approximately 10 times per second. This data exchange will be fundamental for enabling vehicles to alert the driver, or act on behalf of the driver, to avoid accidents. In order for this information to be acted upon, its authenticity (i.e. message was received from a device authorized to participate in the system) and integrity (i.e. message was not altered in transit by a malicious actor trying to manipulate the system) must first be verified. Doing so, while also protecting personal privacy and ensuring interoperability, extensibility, scalability and financial sustainability creates additional challenges. The system must also be capable of identifying misbehavior, revoking credentials to eliminate bad actors from the communication system and alerting the authorities when appropriate.

An advanced Public Key Infrastructure solution, referred to as a *Security Credential Management System (SCMS)*, has been designed to accommodate the aforementioned use cases and a proof-of-concept has been tested in the United States.

## 1.2 Project Overview

Transport Canada is seeking to advance the development of a national SCMS instance in Canada to support CV testing and future large-scale deployment. Phase 1 (initial contract period) will consist of a Requirements Analysis, Option Analysis and specification of an operational model.

The Requirement Analysis will include a literature review of relevant technical documents and consultation with stakeholders to define minimum requirements for the development of a Canadian V2X SCMS platform.

The Option Analysis will examine areas beyond the defined minimum requirements where there is technical or policy flexibility and analyze the implications of various scenarios. Key decisions will be organized into a decision tree to show the effects and recommended top-down decision making sequence. Stakeholders will be consulted for input on the various options and scenarios.

A recommended operational model (illustrating the architecture and interactions between all components and certification management entities), concept of operations (outlining requirements from the perspective of each actor) and governance framework will then be developed as informed by the Option Analysis and as needed to support proposed work outlined in Phase 2.

Phase 2 consists of three independent options which may be invoked either independently or simultaneously.



Phased 2A (Contract Option 1) consists of developing detailed specifications and costing for a prototype, in accordance with the recommended operational model from Phase 1. Phase 2A will also provide specifications and scaling costs for a national deployment.

Phase 2B (Contract Option 2) consists of developing a Certificate Policy (i.e. document that outlines roles and duties of entities in a Public Key Infrastructure system) and model Certification Practice Statement (document outlining how a Certificate Policy is implemented with specific practices) for a national system based on the analysis and recommended operational model from Phase 1.

Phase 2C (Contract Option 3) consists of additional work which may be requested by Transport Canada (TC) on an “as needed” basis.

### 1.3 Estimated Value

The total estimated value of contracts emanating from this RFP is \$1,300,000 (including HST).

## 2. OBJECTIVES

Transport Canada is seeking consulting services with expertise in Public Key Infrastructure, personal information privacy legislation, wireless communication technology, and business management to:

- 2.1 Define requirements and analyze options for the development of a Canadian V2X SCMS platform.
- 2.2 Develop recommended operational models for a prototype and large scale Canadian SCMS platform and concept of operations that can be implemented to issue interoperable credentials and enable credential revocation, when appropriate, for multiple V2X pilot projects across Canada. The operational model must ensure sufficient levels of privacy and security as defined through stakeholder consultation in 2.1. The operational model must also support interoperability in North America and scale-up to a national deployment.
- 2.3 Develop detailed specifications and costing for prototype of centrally operated components (e.g. root Certificate Authority, Misbehavior Authority, Policy Generator, Linkage Authority etc.) to deploy prototype operational model for Canadian connected vehicle pilot sites. Specify extensions and additions needed for scale-up of central components to support national deployment of connected vehicles in Canada (**Phase 2A - Contract Option 1**).
- 2.4 Develop a recommended Certificate Policy for a Canadian SCMS that can be used to establish minimum requirements for SCMS owner/operators in Canada and support future deployments (**Phase 2B - Contract Option 2**).
- 2.5 Conduct additional analysis, reporting and presentations relating to the development of a Canadian V2X SCMS platform on an “as needed” basis (**Phase 2C - Contract Option 3**).



### 3. TASKS

#### 3.1 Requirement Analysis

##### 3.1.1 **Literature Review**

3.1.1.1 Literature review of European Union C-ITS Security Credential Management System (EU CCMS) policy and design, including but not limited to:

- *C-ITS Platform*, European Commission
- *Certificate Policy for Deployment and Operation of European Cooperative Intelligent Transport Systems*, European Commission
- *Security Policy & Governance Framework for Deployment and Operation of European Cooperative Intelligent Transport Systems*, European Commission

3.1.1.2 Literature review of US Department of Transportation (DOT) SCMS design, including but not limited to:

- *Vehicle-to-Vehicle Communications: Readiness of V2V Technology for Application*, National Highway Traffic and Safety Administration
- *Vehicle Safety Communications Project Study 3 Final Report*, Crash Avoidance Metrics Partnership
- *SCMS Proof-of-Concept Implementation: EE Requirements and Specifications Supporting SCMS Software Release 1.1*, Crash Avoidance Metrics Partnership
- *National Security Credential Management System (SCMS) Deployment Support: SCMS Baseline Summary Report*, U.S. Department of Transportation

3.1.1.3 Literature review of Transportation Australia Gatekeeper policy and design, including but not limited to:

- *Gatekeeper Public Key Infrastructure Framework*, Australian Government Digital Transformation Office

3.1.1.4 Literature review of the EU-US ITS Task Force - Harmonization Task Group 6 (HTG-6) reports #1-6.

3.1.1.5 Review of Canadian data privacy legislation as it applies to SCMS, including but not limited to:

- *Privacy Act*, Government of Canada
- *Personal Information Protection and Electronic Documents Act*, Government of Canada
- *Personal Information Protection Act*, Government of British Columbia
- *Personal Information Protection Act*, Government of Alberta
- *Act Respecting the Protection of Personal Information in the Private Sector*, Government of Quebec





### 3.1.2 **Requirement Analysis Report**

- 3.1.2.1 Analyze Canadian data privacy legislation as it applies to SCMS, including areas of consensus, divergence and gaps. Specify personal information elements that may be collected, used or stored as part of operating a Canadian SCMS, including data needed to identify a vehicle when required by law enforcement. Identify applicable privacy legislation and requirements that must be implemented in a Canadian SCMS to respect Canadian privacy legislation.
- 3.1.2.2 In consultation with the Project Authority and stakeholders, identify requirements to meet Canadian law enforcement needs in the context of identifying and handling device misbehaviour.
- 3.1.2.3 In consultation with the Project Authority and stakeholders, identify requirements to meet the technical and operational needs of V2X pilot projects in Canada (minimum of 3 projects) with regards to issuing interoperable credentials and operating centralized components with certificate revocation functionality. Establish a recommended certificate format to be used by all pilot sites to ensure interoperability.
- 3.1.2.4 Based on literature review (Tasks 3.1.1) and stakeholder consultation, identify functionality and SCMS elements that are required to support interoperability and cross-border operations in North America.
- 3.1.2.5 Based on literature review (Tasks 3.1.1) and stakeholder consultation, develop recommendations of elements from US, EU and Australian systems that would be valuable to apply in a Canadian context.
- 3.1.2.6 Based on stakeholder consultation, develop recommendations where there is policy or technical flexibility to better meet the interests of Canadians.
- 3.1.2.7 Outline potential implications on SCMS design and privacy protection in the following cases:
- Cellular V2X (C-V2X) deployment
  - Integrated C-V2X-DSRC deployment
  - V2X 5G deployment
- 3.1.2.8 Outline key government decisions that need to be addressed to advance SCMS deployment in Canada and facilitate the development of a concept of operations, operational model, governance framework, Certificate Policy, the specification of centralized components and other tasks as outlined in sections 3.3-3.5.
- 3.1.2.9 Define minimum requirements and constraints (i.e. areas where no options exist for either technical, security, privacy, interoperability reasons), including:
- I. the ownership, operation and governance of various system components (e.g. root Certificate Authority, Intermediate Certificate Authority, Registration Authority etc.) by the federal government, provincial/territorial government, municipalities, private industry, combinations thereof or other actors;
  - II. trust anchor management, interactions in a global trust architecture and with Certificate Management Systems from other jurisdictions;
  - III. border crossing and impact on enrolment and registration;



- IV. when, where, and how enrolment certificate provisioning will occur for both on-board equipment and roadside equipment;
  - V. linking user or vehicle information to certificates in the system;
  - VI. defining and identifying misbehaviour including spectrum interference;
  - VII. creating and distributing a Certificate Revocation List;
  - VIII. how and when certificates will be downloaded;
  - IX. technical, physical and procedural controls for a Certificate Policy to ensure the integrity of the system;
  - X. communication functions and technology to support the transfer of data and communications between entities in the system;
  - XI. disaster recovery.
- 3.1.2.10 Organize and lead consultation sessions with stakeholders to gather input, present results and gather feedback; summarize consultations.
- 3.1.2.11 Develop consultation documents (e.g. surveys) to seek input from industry stakeholders, provinces, territories and municipalities, as needed, in the Requirement Analysis; analyze and summarize results.
- 3.1.3 Stakeholder Workshop #1**  
Organize and lead a two-day stakeholder workshop to gather input, present Requirement Analysis preliminary results and gather feedback. This workshop must include gathering input on public/private sector governance, operation, and ownership models for a Canadian SCMS. Document, analyze and summarize results in a workshop summary report.

## **3.2 Option Analysis**

### **3.2.1 Option Analysis Report**

- 3.2.1.1 Beyond minimum requirements, develop options for:
- I. the ownership, operation and governance of various system components (e.g. root Certificate Authority, Intermediate Certificate Authority, Registration Authority etc.) by the federal government, provincial/territorial government, municipalities, private industry, combinations thereof or other actors;
  - II. trust anchor management, interactions in a global trust architecture and with Certificate Management Systems from other jurisdictions;
  - III. border crossing and impact on enrolment and registration;
  - IV. when, where, and how enrolment certificate provisioning will occur for both on-board equipment and roadside equipment;
  - V. linking user or vehicle information to certificates in the system;
  - VI. Defining and identifying misbehaviour including spectrum interference;
  - VII. creating and distributing a Certificate Revocation List;
  - VIII. how and when certificates will be downloaded;
  - IX. technical, physical and procedural controls for a Certificate Policy to ensure the integrity of the system;
  - X. communication functions and technology to support the transfer of data and communications between entities in the system;
  - XI. disaster recovery;
  - XII. other key decisions as identified in Task 3.1.2.8.



3.2.1.2 In depth analysis of each option identified in Task 3.2.1.1, including:

- pros and cons;
- potential impacts on security, privacy, sovereignty, interoperability, operating costs and capital costs; and
- risk analysis.

3.2.1.3 Organize decisions identified in Task 3.2.1.1 into decision tree to illustrate strategic sequencing of decision making process.

3.2.1.4 Lead consultation sessions with stakeholders to gather input, present results and gather feedback; summarize consultations.

3.2.1.5 Develop consultation documents (e.g. surveys) to seek input from industry stakeholder, provinces, territories and municipalities; analyze and summarize results.

### 3.2.2 ***Stakeholder Workshop #2***

3.2.2.1 Organize and lead a two-day stakeholder workshop to gather input, present option analysis preliminary results and gather feedback. This workshop must gather sufficient information to develop a recommended operational model. Document, analyze and summarize results in a workshop summary report.

## 3.3 Recommended Operational Models for a Canadian SCMS

### 3.3.1 ***Operational Model Report***

3.3.1.1 Develop concept of operations outlining use requirements from the perspective of each user/stakeholder, based on options selected from Task 3.2 by the Technical Authority.

3.3.1.2 Describe and illustrate a recommended operational model for both a Canadian SCMS prototype and national deployment based on the concept of operations (Task 3.1.1.1) as approved by Technical Authority. The prototype operational model must be capable of provisioning credentials for multiple pilot deployments across Canada and revoking credentials when necessary. The operational models must ensure sufficient levels of privacy and security as defined through stakeholder consultation (e.g. support pre-emption for emergency vehicles and other safety critical applications). Specify extensions needed to support scale-up from prototype that supports current and prospective CV pilots to full scale model that supports a national deployment.

3.3.1.3 Develop schematics of system architecture for prototype and full scale deployment, including details on the estimated number of each type of Certificate Management Entity and recommended geographic distribution, including but not limited to:

- Electors (if applicable)
- Root Certificate Authority/Authorities
- Intermediate Certificate Authorities
- Enrollment Certificate Authorities
- Pseudonym Certificate Authorities
- Registration Authorities
- Linkage Authorities
- Misbehaviour Authority



- Device Configuration Managers
- Policy Generator
- Location Obscurer Proxies
- CRL Stores
- CRL Broadcasts

3.3.1.4 Describe and illustrate interactions with US SCMS including border crossing and Certificate Revocation List distribution.

3.3.1.5 Develop recommended governance framework outlining roles and responsibilities for all actors in the system. Identify components that are likely to be publically owned and operated, privately owned and operated, or a combination thereof.

3.3.1.6 Develop credential lifecycling model.

3.3.1.7 Summarize regulatory considerations from consultations.

### **3.4 Specifications of Centralized Components and Overview of Scale-up (Contract Option 1)**

#### **3.4.1 *Specifications and Scale-Up Report***

3.4.1.1 Develop specifications for government owned Centralized Components identified in the recommended operational model (from Task 3.3), and as selected by the Project Authority to support current and prospective CV pilot sites in Canada (number of root Certificate Authorities will be specified in Task 3.3), including:

- Number of data centres;
- Approximate space requirements;
- Physical facility requirements (e.g. security, fire and flood protection etc);
- Number of servers, hardware security modules, other hardware.

3.4.1.2 Develop capital cost estimate of Centralized Components identified in Task 3.4.1.1 and required software.

3.4.1.3 Specify staff requirements to operate, maintain and secure Centralized Components.

3.4.1.4 Develop system (i.e. software and hardware components) lifecycling model.

3.4.1.5 Develop operational (including software and hardware maintenance, telecommunication services, utilities and commercial leasing expenses) and lifecycling cost estimate for Centralized Components.

3.4.1.6 Specify extensions and changes applicable to specifications, capital cost, staff requirements, operational costs and lifecycling costs (Tasks 3.4.1.1-3.4.1.5) in order to support a full scale connected vehicle deployment in Canada.



### **3.5 Development of Policy Framework (Contract Option 2)**

#### **3.5.1 Certificate Policy Report**

3.5.1.1 In consultation with the Project Authority and stakeholders, develop a recommended Certificate Policy (CP) for SCMS operations in Canada, in accordance with RFC3647, including but not limited to:

- key management practices (e.g. life-cycling of components, certificate signing algorithm, certificate validity periods, data signing algorithm);
- local security practices of data centres (e.g. physical controls, personnel controls, procedural controls);
- technical security practices (e.g. computer security controls, network security controls, cryptographic module controls);
- operational PKI practices for entities in the system (e.g. registration/deregistration, key compromise, certificate updates, disaster recovery, private key recovery, audit requirements, non-disclosure practices);
- legal provisions (e.g. obligations, liabilities, consent);
- Certificate and CRL format;
- administration of the CP;
- interactions with CV PKI systems from other jurisdictions.

#### **3.5.2 Model Certification Practice Statement Report**

3.5.2.1 In consultation with the Project Authority and stakeholders, develop a model Certification Practice Statement outlining how the Certificate Policy may be interpreted and implemented.

### **3.6 Additional Work Requested on an “as needed” basis (Contract Option 3).**

3.6.1 Work requested under this section may consist of additional technical literature review, analysis, system/architecture design, costing, development of recommendations, development of Certificate Policy terms, report preparation, presentation and consultation support consistent in nature with the Scope outlined in Section 5 and the Tasks outlined in Section 3.

It is anticipated that this option will be used to supplement or elaborate/further develop tasks identified in Section 3 and address gaps that are not foreseeable at this time.



#### 4. DELIVERABLES AND PROJECT SCHEDULE

##### 4.1 Phase 1 – Requirement Analysis, Option Analysis, and Development of Operational Models

Task	Item	Deliverables - Phase 1	Timeline (within X weeks of contract award)
3.1	1	Project Plan (revised after contract award) outlining weekly progress targets on tasks (3.1, 3.2 and 3.3) and allocation of project resource(s)' time in person-days.	2
	2	Outline of Requirement Analysis report.	2
	3	Conduct consultation sessions to gather input from government stakeholders, connected vehicle pilot sites in Canada and US DOT officials. Minimum of 4 in person meetings in Canada/US with additional meetings via teleconference as needed. Provide meeting summary reports on consultation sessions.	2-6
	4	Requirement Analysis interim report.	6
	5	Conduct consultations to present preliminary results and gather feedback on requirements with stakeholders, connected vehicle pilot sites in Canada and US DOT officials. Minimum of 2 in person meetings in Canada/US, with additional meetings via teleconference as needed. Provide meeting summary reports on consultation sessions.	6-16
	6	Organize (including agenda, venue, hospitality and other logistics) and lead a two-day stakeholder workshop to gather input, present requirement analysis preliminary results and gather feedback. Workshop will take place in Ottawa with an estimated 60 participants. Document, analyze and summarize results in a workshop summary report.	6-18
	7	Requirement Analysis final report.	20
3.2	8	Outline of Option Analysis report.	22
	9	Option Analysis interim report.	26
	10	Develop consultation plan and option analysis surveys to seek input from industry stakeholders, provinces, territories and municipalities.	28
	11	Conduct consultations to present option analysis and gather feedback on preferred options from stakeholders, connected vehicle pilot sites in Canada and US DOT officials. Minimum of 3 in person meetings in Canada/US with additional meetings via teleconference as needed. Provide meeting summary reports on consultation sessions.	26-34
	12	Organize (including agenda, venue, hospitality and other logistics) and lead a two-day stakeholder workshop to gather input, present option analysis and gather feedback on preferred stakeholder options. Workshop will take place	26-36



		in Ottawa, Toronto, Edmonton or Calgary with an estimated 60 participants. Document, analyze and summarize results in a workshop summary report.	
	13	Option Analysis final report.	38
3.3	14	Outline of Recommended Operational Models report.	40
	15	Recommended Operational Models interim report, including concept of operations and governance framework for approval by Project Authority.	44
	16	Conduct consultations to present operational model and gather feedback on preferred options from stakeholders, connected vehicle pilot sites in Canada and US DOT officials. Minimum of 4 in person meetings in Canada/US, with additional meetings via teleconference as needed. Provide meeting summary report on consultation sessions.	44-50
	17	Recommended Operational Models final report.	52

#### 4.2 Phase 2A – Specifications for Centralized Components and Overview of Scale-up (Contract Option 1)

Task	Item	Deliverables – Phase 2A (Contract Option 1)	Timeline (within X weeks of contract option award)
3.4	18	Project Plan (revised after option award) outlining weekly progress targets on tasks (3.4) and allocation of project resource(s)' time in person-days.	2
	19	Outline of Specifications for Centralized Components and Overview of Scale-up report.	2
	20	Specifications for Centralized Components and Overview of Scale-up interim report.	8
	21	Conduct consultations to present specifications and gather feedback. Minimum of 2 in person meeting in Canada/US and 2 teleconference sessions. Provide meeting summary report on consultation sessions.	8-20
	22	Specifications for Centralized Components and Overview of Scale-up final report.	24

#### 4.3 Phase 2B – Policy Framework - Certificate Policy and Certification Practice Statement (Contract Option 2)

Task	Item	Deliverables – Phase 2B (Contract Option 2)	Timeline (within X weeks of contract option award)
3.5	23	Project Plan (revised after option award) outlining weekly progress targets on tasks (3.5) and allocation of project resource(s)' time in person-days.	2
	24	Outline of Certificate Policy.	2
	25	Draft Certificate Policy.	6





26	Conduct consultations to present Certificate Policy and gather feedback from stakeholders, connected vehicle pilot sites in Canada and US DOT officials. Minimum of 5 in person meetings in Canada, 2 in person meeting in US, 2 teleconferences with additional meetings via teleconference as needed. Provide meeting summary report on consultation sessions.	6-18
27	Final Certificate Policy Report.	22
28	Draft Certification Practice Statement.	24
29	Final Certification Practice Statement Report.	26

#### 4.4 Phase 2 C - Additional Work Requested on an “as needed” Basis (Contract Option 3)

Deliverables in accordance with this Section, will be defined on an “as needed” basis. Deliverables may take the form of reports, briefings, presentations, surveys, participation in meetings and supporting workshops/roundtables.

When the Technical Authority requests a project under this option, the contractor is required to be made available within two weeks’ notice from Technical Authority to discuss specific tasks and deliverables.

Upon request from the Technical Authority, the contractor will submit a Scope of Work document within two weeks’ notice, including:

- a) project work plan
- b) project outline
- c) schedule of conference calls
- d) time schedules for interim and final submissions
- e) project content and activities
- f) budget

The Scope of Work for each project must be approved by the Contracting Authority in writing prior to the commencement of any work under this option.

## 5. SCOPE OF WORK

### 5.1 In Scope:

- 5.1.1 Developing project plans to schedule, assign resources and accomplish tasks and deliverables outlined in Sections 3-4;
- 5.1.2 Reviewing technical reports, technical standards, legislation and engineering literature, as needed, to complete the tasks and deliverables outlined in Sections 3-4;
- 5.1.3 Organizing, developing agendas, facilitating, gathering input and presenting project results at consultation sessions with stakeholders, in coordination with Transport Canada, to complete the tasks and deliverables outlined in Sections 3-4;
- 5.1.4 Organizing (including arranging venue and hospitality), developing agendas and workshop materials, facilitating, gathering input and presenting project results at two





- two-day stakeholder workshops as outlined in Sections 3-4, in coordination with Transport Canada;
- 5.1.5 Developing stakeholder surveys and analyzing and reporting results, as outlined in Sections 3-4;
  - 5.1.6 Providing summary reports of each consultation session, workshop and survey;
  - 5.1.7 Developing report outlines, interim reports and final reports as outlined in Sections 3-4;
  - 5.1.8 Interim reports and final reports must address all tasks outlined in Section 3 {3.1.2 for the Requirement Analysis, 3.2.1 for the Option Analysis, 3.3.1 for the Operational Model, 3.4.1 – 3.4.7 for the Specifications of Centralized Components and Overview of Scale-up for Operational Model, 3.5.1 – 3.5.2 for the Development of a Certificate Policy and Certification Practice Statement}, in sufficient detail and provide a set of options and recommendations on future direction as well as summarize consultations;
  - 5.1.9 Developing graphics as needed in reports and presentations, including schematic of SCMS operational models, architecture, decision tree;
  - 5.1.10 Working closely with the Technical Authority, the SCMS Interdepartmental Working Group and the United States Department of Transportation representatives to accomplish tasks and deliverables, as outlined in Sections 3-4;
  - 5.1.11 Addressing and incorporating comments/input on project plans, report outlines, interim reports, final reports, consultation summaries and workshop summaries from the SCMS Interdepartmental Working Group and other stakeholders;
  - 5.1.12 Providing status updates to the Technical Authority on request;
  - 5.1.13 As and when required, facilitate and present at meetings and briefing sessions with management and employees to further disseminate the information.

## **5.2 Out of Scope:**

- 5.2.1 Translation of deliverables from English to French;
- 5.2.2 Implementation, testing and operation of the prototype system.

## **6. LANGUAGE OF WORK**

The principal language of communications both verbally and written will be English. Transport Canada will facilitate and pay the costs when translations are required.

## **7. WORK LOCATION**

Work will be conducted at Contractor's place of business. Travel within Canada and the United States will be required to conduct meetings, consultation sessions and workshops. Location of meetings, consultation sessions and workshops will be determined by the Technical Authority.



## 8. SECURITY

As the materials to be used for this work and the work products produced will both be Unclassified, there are no security clearance requirements for the Contractor in accordance with the SRCL.

## 9. FORMAT OF DELIVERABLES

All deliverables are to be provided in electronic version compatible with MS Word or MS PowerPoint in English.

Presentations, outlines, interim and final reports will be in English only.

The report should be written in a consistent style throughout the document with simplified language to make the text accessible to as large an audience as possible.

## 10. CONTRACT PERIOD

**Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- i. The "Initial Contract Period", which begins on the date of Contract award to the end of Phase 1 (Tasks 3.1-3.3) as identified in Sections 3 and 4; and
- ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract Option 1 - Phase 2A (Task 3.4), Contract Option 2 - Phase 2B (Task 3.5), or Contract Option 3 - Phase 2C (Task 3.6), as identified in Sections 3 and 4.

### Extension Options

Option to Extend the Contract:

- ii. The Contractor grants to Canada the irrevocable option to extend the tasks, deliverables and period of the contract by up to 24 weeks for Contract Option 1, 26 weeks for Contract Option 2, and until March 31, 2021 for contract option 3, as outlined in Sections 3 and 4. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise Option 1, Option 2 and/or Option 3 at any time by sending a written notice to the Contractor before the expiry date of the Contract Period. Canada may exercise any combination of options simultaneously. The options may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.



## 11. LEVEL OF EFFORT

The *estimated* level of effort for **Phase 1** (initial contract period) is approximately 240 days.

The *estimated* level of effort for **Phase 2A** (Contract Option 1) is approximately 110 days.

The *estimated* level of effort for **Phase 2B** (Contract Option 2) is approximately 120 days.

## 12. METHOD OF PAYMENT

Payment for services rendered will be made upon receipt and acceptance of deliverables by the Departmental Representative, and upon receipt of detailed invoices.

All payments will be contingent upon TC's satisfaction with the deliverables.

## 13. TRAVEL

Travel will be required for occasional face-to-face meetings to engage with stakeholders throughout the course of the contract as outlined in Sections 3-4. The travel costs for the Contractor to attend the minimum number of consultation sessions and workshops, as outlined in Sections 3-4, shall be included in the price of the contract and paid in accordance with the applicable provisions set out in the Basis of Payment. **For bid preparation, the bidder should include an estimated travel cost of \$45,000 for the contract.**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All additional travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

## 14. INTELLECTUAL PROPERTY

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

- Where the main purposes of the Crown procurement contract or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



## **15. CONFIDENTIALITY REQUIREMENT**

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 consultant shall:

- Not reproduce, in any form, any portion of the documentation or demonstration considered proprietary by TC;
- 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; and
- Take all precautions in dealing with the Information so as to prevent any unauthorized person from having access to such Confidential Information.

## **16. COMMERCIALLY SENSITIVE INFORMATION**

The information provided as part of the process may include information that is commercially sensitive.

Any information provided as part of this process will be protected from disclosure to the extent permitted by law. The Contractor will ensure that its handling of confidential, proprietary and market sensitive data obtained from Transport Canada and other sources protects the interests of the sources.

Before receiving the data or information, the contractor must conclude a formal agreement with Transport Canada on the handling, use and final disposition of the data.

## **17.ACCEPTANCE**

All work and services shall be provided to the entire satisfaction of the Technical Authority prior to payment of invoice.

## **18. MANAGEMENT OF THE PROJECT**

### **18.1 Project Management**

The contractor's Project Manager is responsible for:

- exercising project sign-off and overseeing and assuring the quality of the work and deliverables
- managing the project team during the planning, implementation and reporting phases of the work



- ensuring the project is implemented within the agreed upon time, cost and performance parameters of the contract
- reporting on progress of the project to the Technical Authority on an as needed basis and at key milestones described in the Statement of Work

## **18.2 Project Administration**

The Technical Authority will provide feedback to the contractor on interim reports and other draft products and the contractor will then incorporate feedback into its final report. Any feedback on the final reports or other products must be addressed and resubmitted within one week of receipt of the comments from the Technical Authority in writing.

All deliverables will be submitted in accordance with the timelines specified in Section 4. The contractor must notify the Technical Authority of any anticipated delays in submitting deliverables as soon as possible.

## **18.3 Project Support**

Transport Canada will assist in coordinating meetings with Canadian government officials to provide necessary input in determining and understanding considerations relating to law enforcement, privacy legislation, security, critical infrastructure management, federally owned IT networks etc. Transport Canada will also assist in coordinating meetings with private stakeholders, connected vehicle pilot site stakeholders, and public sector stakeholders from other levels of government and the United States government, as needed throughout the project.

## **18.4 Delivery of Stakeholder Workshops**

For both workshops, the Contractor will be reimbursed for the authorized venue, hospitality and workshop material costs to deliver the workshop reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead. **For bid preparation, the bidder should include an estimated venue, hospitality and workshop material cost of \$25,000 for each workshop, for a total of \$50,000.**

All hospitality and event expenditures must be in accordance with the Government of Canada Directive on Travel, Hospitality, Conference and Event Expenditures and authorized in advance by the Technical Authority.

All payments are subject to government audit.



## 19. DEPARTMENTAL AUTHORITIES

### 19.1 Contracting Authority

Jianna-Lee Zomer  
Team Leader, Contracting Services  
Transport Canada, Procurement/Contracting Directorate  
330 Sparks Street, Place de Ville  
Ph.: (613) 990-8736  
Email: [jianna-lee.zomer@tc.gc.ca](mailto:jianna-lee.zomer@tc.gc.ca)

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

### 19.2 Technical Authority

TBD  
(Title)  
Transport Canada, Procurement/Contracting Directorate  
330 Sparks Street, Place de Ville  
Ph.: (613) 998-xxxx  
Email:

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

## 20. REPLACEMENT OF RESOURCES

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

Should the consultant at any time be unable to provide the services of the resource(s) named in the contract, the consultant shall be responsible for providing replacement personnel within five (5) days following the replacement notification, at the same cost, who shall be of similar or greater experience, ability and attainment and whom shall be acceptable to the Technical Authority.

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



The consultant shall then provide to the Technical Authority the name(s) of the personnel and an outline of the qualifications and experiences of the proposed replacement(s).

Any replacement personnel will be evaluated in the same manner as per the initial evaluation criteria of the RFP.

Under no circumstances shall the consultant allow performance of the services by the replacement resources that have not been authorized by the Technical Authority.

## **21. CONTINGENCY**

The Contractor must provide a contingency plan if, in the course of the assignment, a resource becomes unavailable due to unavoidable circumstances. This plan will assure that the deadlines of the work are respected, as requested by the Project Authority.

No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



**TRANSPORT CANADA**

**APPENDIX "C"**

**EVALUATION CRITERIA**

## **1. EVALUATION PROCEDURES**

Proposals will be evaluated in three separate steps as follows:

- a) Evaluation of the mandatory requirements as listed in Section 3 below. Only proposals meeting all of the mandatory requirements will advance to Step b);
- b) Evaluation of the technical rated requirements as listed in Section 4 below. Only proposals meeting all of the rated technical requirements will advance to Step c);
- c) Evaluation of the financial rated requirements as listed in Appendix D Basis of Selection.

Note: TC may choose to terminate the evaluation of any proposal upon the first findings of non-compliance with a mandatory requirement or upon the first finding where a proposal fails to meet a minimum score for a rated requirement.

An evaluation team composed of representatives of the Government of Canada will evaluate the proposals.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP; and,
- b) Contact any or all of the references supplied; references are only to be contacted to validate information stated in the bid.

## **2. GENERAL REQUIREMENTS**

The technical portion of bid should not exceed 15,000 words (excluding title, table of contents, and CVs).

**For any *project summaries* provided in demonstration of mandatory or rated experience requirements, the resource must provide:**

1. A description of the project, and the scope of services rendered and deliverables
2. The value of the project
3. If applicable: A solicitation reference number or award notice, with link to government tender site
4. The scale of the project (number of end users, if applicable).





5. The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).
6. A brief description of the proposed resource(s) role in the project.
7. The name of the client organization (to whom the proposed resource services were provided), and contact person for verification.
8. If the services rendered and deliverables met client expectations for time, budget, and quality of work.

The bidder may use an individual *project summary* to meet one or more of the mandatory or rated criteria. The bidder may choose to provide *project summaries* early in their proposal, reference these when responding to individual criteria, while providing additional clarification if needed. This will help the bidder avoid repeating the same information multiple times.

### 3. MANDATORY REQUIREMENTS

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

**The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.**

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	<p>The Bidder's proposed resource(s) collectively <b>must</b> have completed three (3) projects within the last ten (10) years that relate to designing, analyzing or implementing Public Key Infrastructure (PKI) systems.</p> <p><b>Note:</b> This can be demonstrated as a total of 3 projects completed by one or more of the proposed resource(s). The proposed resource(s) are not required to have worked on the same projects to be counted as experience.</p> <p>This must be demonstrated through <i>project summaries</i> as defined in the general requirements.</p>		
M2	<p>The Bidder <b>must</b> include within their proposal a detailed curriculum vitae (CV) for each of their proposed resources for this contract and identify the role of each resource in delivering the contract.</p> <p>The CV for each proposed resources must include a summary/description of the previous projects/work experience for the last 10 years, and indicate when the work was carried out and for how long.</p>		



<b>M3</b>	<p>At least one proposed resource <b>must</b> demonstrate through their CV the following experience:</p> <ul style="list-style-type: none"><li>• delivering presentations to large stakeholder groups (over 50 people); and</li><li>• leading technical working groups, task forces or other collaborative initiatives.</li></ul>		
<b>M4</b>	<p>At least one proposed resource must demonstrate through their CV a minimum of five (5)* years of PKI design, implementation or analysis experience, including:</p> <ul style="list-style-type: none"><li>• experience in the business management aspects of offering and delivering PKI services;</li><li>• costing PKI services; and</li><li>• developing concepts of operations for PKI services.</li></ul> <p>*This experience does not need to be five (5) consecutive years.</p>		
<b>M5</b>	<p>The Project Manager* must demonstrate through their CV a minimum of five (5)** years of project management experience.</p> <p>*The responsibilities of the Project Manager are outlined in Section 18.</p> <p>**This experience does not need to be five (5) consecutive years.</p>		
<b>M6</b>	<p>The Bidder must include a draft Project Plan for each project Phase in accordance with Task 3.1 – Deliverable Item 1, Task 3.4 – Deliverable Item 18, and Task 3.5 – Deliverable Item 23.</p> <p>The Project Plan must specify the weekly progress targets on all tasks and deliverables as well as the allocation of each project resource(s)'s time in person-days.</p> <p>The project plan must briefly describe the role of each resource on the project.</p>		



#### 4. TECHNICAL REQUIREMENTS

##### RATED REQUIREMENTS:

Proposals having successfully met ALL of the mandatory criteria will be evaluated against each of the following point-rated criteria, using the evaluation factors and weighing indicators indicated.

Bids must achieve an overall minimum percentage of 50%. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Based on the Bidder's Proposal, each rated item will be allocated points on a percentage basis as follows:

Rated Criteria	Point Rating	Maximum Points	Proposal Page No.
<b>R1. Quality of Project Plan</b>			
<p>The Bidder must include a draft Project Plan for each project Phase in accordance with Task 3.1 – Deliverable Item 1, Task 3.4 – Deliverable Item 18, and Task 3.5 – Deliverable Item 23.</p> <p>The project plan should specify the weekly progress targets on all tasks and deliverables as well as the allocation of each project resource(s)' time in person-days.</p> <p>For the purposes of preparing the project plan, the bidder is to assume a contract award date of January 15<sup>th</sup>, 2019 for Phase 1, and January, 15<sup>th</sup> 2020 for Phase 2, Options 1 and 2.</p>	<p>No plan = 0 points</p> <p>Inadequate plan with inefficient detail or clarity to show task allocation amongst project resource(s) and approach to meeting deliverables, major weaknesses/gaps in information = 3 points</p> <p>Inadequate plan with inefficient detail or clarity to show task allocation amongst project resource(s) and approach to meeting deliverables, significant weaknesses/gaps in information = 6 points</p> <p>Adequate plan that provides sufficient detail to show task allocation amongst project resource(s) and realistic approach to meeting deliverables, some weaknesses/gaps in information = 9 points</p> <p>Good plan that provides sufficient detail to show task allocation amongst project resource(s) and realistic approach to meeting deliverables, few minor weaknesses/gaps in information = 12 points</p> <p>Excellent and thorough plan that provides sufficient detail to show task allocation</p>	15	



	amongst project resource(s) and realistic approach to meeting deliverables; very minor gaps in information = 15 points		
<b>R2. Work experience in designing, costing, analyzing or implementing large scale PKI systems</b>			
<p>One or more of the proposed resources have experience in designing, costing, analyzing or implementing large scale PKI systems in the last 10 years.</p> <p>This experience should be demonstrated through a descriptive narrative that references <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"> <li>the role of the proposed resource(s) in the project examples; and</li> <li>how the experience of the proposed resource(s) is applicable and relevant to this Statement of Work and their role on the project.</li> </ul>	<p><b>Depth of experience (maximum of 5 points) :</b></p> <p>0.5 points per relevant project with a duration of up to 12 months. 1 point per relevant project with a duration greater than 12 months.</p> <p>For a project example to be considered relevant, the Bidder <b>must</b> clearly relate how the experience of the proposed resource(s) applies to this Statement of Work.</p> <p><b>Complexity of experience (maximum of 5 points) :</b></p> <p>The largest project has 5,000 to 9,999 end users = 1 point</p> <p>The largest project has 10,000 to 19,999 end users = 2 points</p> <p>The largest project has 20,000 to 49,999 end users = 3 points</p> <p>The largest project has 50,000 to 99,999 end users = 4 points</p> <p>The largest project has more than 100,000 end users = 5 points</p> <p>*Bonus: an extra 2 points will be awarded per relevant project with operations that cross international boundaries. The total for this criterion shall not exceed 5 points.</p> <p><b>Relevance and scope of experience (maximum of 10 points)</b></p>	20	



	<p>The proposed resource(s)' role and experience in the described projects is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the work experience is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>few of the project requirements</b> = 3 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>meet many project requirements</b> = 6 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet most project requirements</b> = 8 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet or exceed all project requirements</b> = 10 points</p>		
<p><b>R3. Work experience in designing, analyzing or implementing PKI systems (i.e. Security Credential Management System services) for connected vehicle pilot deployments/applications.</b></p>			
<p>One or more of the proposed resources have experience in designing, analyzing or</p>	<p><b>Depth of experience (maximum of 5 points) :</b></p>		



<p>implementing PKI systems for connected vehicle pilot deployments/applications. systems in the last 10 years.</p> <p>This experience should be demonstrated through a descriptive narrative that references <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"> <li>• the role of the proposed resource(s) in the project examples; and</li> <li>• how the experience of the proposed resource(s) is applicable and relevant to this Statement of Work and their role on the project.</li> </ul>	<p>1 point per relevant project</p> <p>For a project example to be considered relevant, the Bidder <b>must</b> clearly relate how the experience of the proposed resource(s) applies to this Statement of Work.</p> <p><b>Relevance and scope of experience (maximum of 10 points) :</b></p> <p>The proposed resource(s)' role and experience in the described projects is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the work experience is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>few of the project requirements</b> = 3 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>meet many project requirements</b> = 6 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet most project requirements</b> = 8 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet or exceed all project requirements</b> = 10 points</p>	<p>15</p>	
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**R4. Work experience in developing Certificate Policies and Certification Practice Statements for PKI systems**

<p>One or more of the proposed resources have experience in developing Certificate Policies for and Certification Practice Statements for PKI systems.</p> <p>This experience should be demonstrated through a descriptive narrative that references <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"> <li>the role of the proposed resource(s) in the project examples; and</li> <li>how the experience of the proposed resource(s) is applicable and relevant to this Statement of Work and their role on the project.</li> </ul>	<p><b>Depth of experience (maximum of 5 points) :</b></p> <p>1 point per relevant project</p> <p>For a project example to be considered relevant, the Bidder <b>must</b> clearly relate how the experience of the proposed resource(s) applies to this Statement of Work.</p> <p><b>Relevance and scope of experience (maximum of 5 points) :</b></p> <p>The proposed resource(s)' role and experience in the described projects is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the work experience is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>few of the project requirements</b> = 2 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>meet many project requirements</b> = 3 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet most project requirements</b> = 4 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the</p>	<p>10</p>	
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	described experience is <b>clearly</b> transferable and applicable to <b>meet or exceed all project requirements</b> = 5 points		
<b>R5. Work experience in leading multi-stakeholder working groups, consultations or other collaborative working initiatives</b>			
<p>One or more of the proposed resources have experience in leading in multi-stakeholder working groups, consultations or other collaborative working initiatives.</p> <p>This experience should be demonstrated through a descriptive narrative that references <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"> <li>the role of the proposed resource(s) in the project examples; and</li> <li>how the experience of the proposed resource(s) is applicable and relevant to this Statement of Work and their role on the project.</li> </ul>	<p><b>Depth of experience (maximum of 5 points) :</b></p> <p>1 point per relevant project</p> <p>For a project example to be considered relevant, the Bidder <b>must</b> clearly relate how the experience of the proposed resource(s) applies to this Statement of Work.</p> <p><b>Relevance and scope of experience (maximum of 10 points) :</b></p> <p>The proposed resource(s)' role and experience in the described projects is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the work experience is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>few of the project requirements</b> = 3 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>meet many project requirements</b> = 6 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b></p>	15	





	<p>transferable and applicable to <b>meet most project requirements</b> = 8 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet or exceed all project requirements</b> = 10 points</p>		
<p><b>R6. Work experience in preparing deliverables for federal, provincial, territorial or state governments in Canada or the US in the form of presentations or reports.</b></p>			
<p>One or more of the proposed resources have experience in preparing deliverables for federal, provincial, territorial or state governments in Canada or the US in the form of presentations or reports.</p> <p>This experience should be demonstrated through a descriptive narrative that references <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"> <li>the role of the proposed resource(s) in the project examples; and</li> <li>how the experience of the proposed resource(s) is applicable and relevant to this Statement of Work and their role on the project.</li> </ul>	<p><b>Relevance and scope of experience (maximum of 5 points) :</b></p> <p>The proposed resource(s)' role and experience in the described projects is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the work experience is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>few of the project requirements</b> = 2 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is transferable and applicable to <b>meet many project requirements</b> = 3 points</p> <p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly</b> transferable and applicable to <b>meet most project requirements</b> = 4 points</p>	<p>5</p>	



	<p>The proposed resource(s)' role and experience in the described projects has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the described experience is <b>clearly transferable</b> and applicable to <b>meet or exceed all project requirements</b> = 5 points</p>		
<p><b>R7. Expertise relating to Canadian personal information and data privacy legislation</b></p>			
<p>One or more of the proposed resources have expertise (i.e. experience, education or training) relating to Canadian personal information and data privacy legislation.</p> <p>This expertise should be demonstrated through a descriptive narrative that references CVs and <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"> <li>the nature of the expertise (experience, education or training); and</li> <li>how the expertise of the proposed resource(s) is applicable and relevant to this Statement of Work.</li> </ul>	<p><b>Relevance and scope of experience (maximum of 10 points) :</b></p> <p>The proposed resource(s)' expertise is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the expertise is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' expertise has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is transferable and applicable to <b>few of the project requirements</b> = 3 points</p> <p>The proposed resource(s)' expertise has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is transferable and applicable to <b>meet many project requirements</b> = 6 points</p> <p>The proposed resource(s)' expertise has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is <b>clearly transferable</b> and applicable to <b>meet most project requirements</b> = 8 points</p> <p>The proposed resource(s)' expertise has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is <b>clearly transferable</b> and applicable to <b>meet or exceed all project requirements</b> = 10 points</p>	<p>10</p>	



**R8. Expertise relating to V2X communication technology**

<p>One or more of the proposed resources have expertise (i.e. experience, education or training) relating to V2X communication technology (e.g. DRSC, C-V2X, 5G).</p> <p>This expertise should be demonstrated through a descriptive narrative that references CVs and <i>project summaries</i>, as defined in the General Requirements section, explaining:</p> <ul style="list-style-type: none"><li>• the nature of the expertise (experience, education or training); and</li><li>• how the expertise of the proposed resource(s) is applicable and relevant to this Statement of Work.</li></ul>	<p><b>Relevance and scope of experience (maximum of 10 points) :</b></p> <p>The proposed resource(s)' expertise is <b>not relevant</b> to the Statement of Work, as it relates to this criterion; or there is <b>insufficient detail</b> demonstrating that the expertise is transferable and applicable to meet project requirements = 0 points</p> <p>The proposed resource(s)' expertise has <b>inadequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is transferable and applicable to <b>few of the project requirements</b> = 3 points</p> <p>The proposed resource(s)' expertise has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is transferable and applicable to <b>meet many project requirements</b> = 6 points</p> <p>The proposed resource(s)' expertise has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is <b>clearly</b> transferable and applicable to <b>meet most project requirements</b> = 8 points</p> <p>The proposed resource(s)' expertise has <b>adequate relevance</b> to the Statement of Work as it relates to this criterion; the expertise is <b>clearly</b> transferable and applicable to <b>meet or exceed all project requirements</b> = 10 points</p>	<p>10</p>	
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**TRANSPORT CANADA**

**APPENDIX “D”**

**BASIS OF SELECTION METHOD**

**BASIS OF SELECTION**

1. To be declared responsive, a bid must:

- iii. comply with all the requirements of the bid solicitation; and
- iv. meet all mandatory criteria; and
- v. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

- 2. Bids not meeting 1 (a), (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% 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 80%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price for each phase in accordance with the table below and the ratio of 20%.

Phase	Per Diem Bid Price	Total Price	Weighting	Maximum Number of Points
1	N/A		50%	10
2A	N/A		15%	3
2B	N/A		15%	3
2C		N/A	20%	4
<b>Total</b>			<b>100%</b>	<b>20</b>

- 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.

Notes:

\*TC may choose to terminate the evaluation upon the first finding of non-compliance.



**TRANSPORT CANADA**  
**APPENDIX "E"**  
**GENERAL CONDITIONS**  
**PROFESSIONAL SERVICES**

1. Interpretation

In the Purchase Order,

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



2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. Time of the Essence

5.1. Time is of the essence of the Contract.

5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.



5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. Indemnification

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

6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

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

7. Notices

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

8. Termination or Suspension

8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.



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





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

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



13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such



substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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

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

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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



20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

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

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

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

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

23. Minister's Responsibilities

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

24. Public Disclosure

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

25. Integrity Provisions

25.1 Statement

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



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

## 25.2 List of Names

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

## 25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the

information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

## 25.4 Lobbying Act

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

## 25.5 Canadian Offences Resulting in Legal Incapacity

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

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

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

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



## 25.6 Canadian Offences

The Contractor has certified that:

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

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

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

25.6.1.3 section 239 (False or deceptive statements) of the Income Tax Act, or

25.6.1.4 section 327 (False or deceptive statements) of the Excise Tax Act, or

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

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

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

## 25.7 Foreign Offences

The Contractor has certified that:

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

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

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

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



- 25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or
- 25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

## 25.8 Ineligibility to Contract with Canada

- 25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian

Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

- 25.8.1.1 terminate the contract for default; or
- 25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
  - 25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
  - 25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- 25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the Ineligibility and Suspension Policy, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:
  - 25.8.3.1 terminate the contract for default; or
  - 25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

- 25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under





these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:

- 25.8.4.1 terminate the contract for default; or
- 25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

## 25.9 Declaration of Offences Committed

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

## 25.10 Period of Ineligibility

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

- 25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- 25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;
- 25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

## 25.11 Canadian Pardons

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

- 25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- 25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;
- 25.11.3 been granted a pardon under section 748 of the Criminal Code;
- 25.11.4 received a record of suspension ordered under the Criminal Records Act; and
- 25.11.5 been granted a pardon under the Criminal Records Act, as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.





#### 25.12 Foreign Pardons

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

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

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

#### 25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal

Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years.



Transport  
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**TRANSPORT CANADA**

**APPENDIX "F"**

**SUPPLEMENTARY CONDITIONS - CONFIDENTIALITY**

Re: Request for Proposals **T8080-180316**  
**Requirement Analysis, Option Analysis and Development of an Operational Model for a Vehicle-to-Everything (V2X) Security Credential Management System (SCMS) Platform Canada**

The Consultant hereby agrees:

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

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

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

**Signed:** \_\_\_\_\_

**Position and Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**TRANSPORT CANADA**

**APPENDIX "G"**

**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Invitation to Tender

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

**2. TENDER CLOSING**

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

**3. TENDER OPENING**

In the case of a Public Tender Opening

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

**4. OFFICIAL TENDER FORMAT**

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

**5. QUESTIONS DURING TENDER PERIOD**

Questions during the tender period must be submitted in writing.

**6. REVISION OF TENDERS**

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



## **7. TENDER SECURITY**

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".
- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

## **8. CONTRACT SECURITY**

- 8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".
- 8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or Surety Company that the required contract security will be provided upon notification of contract award to the successful tenderer.

## **9. INSURANCE**

- 9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".
- 9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

## **10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

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

## **11. SIGNING OF DOCUMENTS**

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

## **12. TENDER VALIDITY PERIOD**

- 12.1 Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 120 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 120-day period for acceptance of tenders for a further 120-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as



referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

### **13. INCOMPLETE TENDERS**

**13.1.** Incomplete or conditional tenders will be rejected.

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

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

### **14. REFERENCES**

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

### **15. LOWEST TENDER NOT NECESSARILY ACCEPTED**

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

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

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



**TRANSPORT CANADA**

**APPENDIX "H"**

**REQUIREMENTS FOR SIGNATURE**

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

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

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



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**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**

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

**COMMENTS:**

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





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**APPENDIX "I"**

**PROGRAM FOR EMPLOYMENT EQUITY**

<b>FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS</b>	<b>PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI AVIS IMPORTANT AUX SOUSSIONNAIRES</b>
<p>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:</p>	<p>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:</p>
<p>1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;</p>	<p>1. SI VOUS SOUSSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET</p>
<p>2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA</p>	<p>2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE</p>
<p>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.</p>	<p>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. Veuillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.</p>
<p>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.</p>	<p>Veuillez 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.</p>
<p>*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.</p>	<p>*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.</p>



NOTE - NOTA

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

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

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

OR - OU

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

OR - OU

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

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

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

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## **FEDERAL CONTRACTORS PROGRAM INFORMATION FOR SUPPLIERS AND CONTRACTORS OBJECTIVE**

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

### **DESCRIPTION**

Suppliers of goods and services to the federal government that

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

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

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

### **REQUIREMENTS**

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

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

### **OPERATION**

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

- Certification
- Implementation
- Compliance Review

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

#### **Step 1: Certification**

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

#### **Step 2: Implementation**

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for



Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

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

### **Step 3: Compliance Review**

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

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

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

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

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

### **APPEALS AND SANCTIONS**

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

### **FCP CRITERIA FOR IMPLEMENTATION**

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. The following summaries of each of the criteria are intended as brief points of reference. For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the Federal Contractors Program-Criteria for Implementation 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.



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Human Resources  
Development Canada

Développement des ressources  
humaines Canada

Labour Branch

Direction générale du travail

Federal Contractors  
Program

Programme de contrats fédéraux

OFFICIAL USE  
ONLY  
CERTIFICATE  
NO.

**Certificate of Commitment to Implement Employment Equity**

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



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### **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.





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**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:

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### **Competition Act**

- 45: Conspiracies, agreements or arrangements between competitors
- 46: Foreign directives
- 47: Bid rigging
- 49: Agreements or arrangements of federal financial institutions
- 52: False or misleading representation
- 53: Deceptive notice of winning a prize Yes [ ] / No [ ]

Comments:

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### Corruption of Foreign Public Officials Act

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

Yes [ ] / No [ ]

Comments:

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### **Controlled Drugs and Substances Act**

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

Yes [ ] / No [ ]

Comments:

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Other acts

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

Yes [ ] / No [ ]

**Comments:**

**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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



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ANNEX "A"

**TASK AUTHORIZATION - AUTORISATION DE TÂCHES**

All invoices must show the following agreement reference numbers. Toutes les factures doivent indiquer les numéros relatifs au contrat.

Order Office - Bureau Demandeur:	X	Contract Number - Numéro du Contrat:	X
Financial Code(s) - Code(s) financier(s):	X	Amount - Montant:	\$ Includes GST
		Request Date/Date de la demande	X

<p><b>To Contractor - À L'Entrepreneur:</b> <b>Vendor name here</b></p> <p>XXXXXXXXXXXX BPN: <u>123861098PG0001</u></p> <p><u>Services for / pour:</u></p>	<p><b>To the Contractor:</b> You are requested to supply the following services in accordance with the terms of the above referenced contract. Only services included in the contract shall be supplied against this requisition. Please advise the undersigned if the delivery date cannot be met. Invoices shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>A L'Entrepreneur:</b> Vous êtes prié de fournir les services suivants en conformité des terms du contrat mentionnés ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>
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Contract Item - No. d' article du contrat	Services (Resources)	Category	\$Rate \$Taux		\$Amount \$Montant
			\$		
			\$		
				TOTAL	\$0.00

Statement of Work: Tasks/Deliverables Annoncé de travail: Tâches/Activités/Délivrables	Start/End Dates/Due Dates Debut/Fin/ Échéances
STATEMENT OF WORK:	

**Signatures:** Signatures are required prior to the contractor commencing work. Les signatures sont exigants avant que l'entrepreneur commence le travail.

Client Contract Authority	Name/Nom:	Signature:	Date	
RC Manager - Gestionnaire C	Name/Nom:	Signature:	Date	
Contractor Authorized Representative - Représentent de contracteur autorisé	Name/Nom:	Signature:	Date	
Procurement Authority - Autorité contractante	Name/Nom:	Signature:	Date	



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FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR <b>Requirement Analysis, Option Analysis and Development of an Operation Model for a Vehicle-to-Everything (V2X) Security Credential Management System (SCMS) Platform for Canada</b>
NUMBER - NUMÉRO <b>T8080-180316</b>
DATE DUE - DÉLAI <b>November 27 2018, 14:00</b> <b>HRS (2:PM) OTTAWA TIME</b>

# TENDER - SOUMISSION

## TENDER RECEPTION

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