



Transport Transports  
Canada Canada

Contract#: T8080-180476

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

**January 23, 2019**

**Subject: Request for Proposal T8080-180476  
Review of Technologies for Reducing Fuel Consumption and Greenhouse Gas  
Emissions from Off-Road Vehicles and Equipment**

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 August 30, 2019 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 T8080-180476**", 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 March 5, 2019. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

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

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

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

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



### **ENVELOPE 1 - TECHNICAL PROPOSAL**

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

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

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

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

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

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

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

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

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 Supplementary Conditions attached hereto as Appendix "F" and the General Conditions attached hereto as Appendix "E".

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 Barbara Gorman, Transport Canada, E-mail: [Barbara.gorman@tc.gc.ca](mailto:Barbara.gorman@tc.gc.ca) and must be received before 12:00 hours (noon) EST on February 14, 2019. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Barbara Gorman at 613-993-8447.

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,

Barbara Gorman  
Transport Canada  
Contracting Specialist  
330, Sparks Street Place de Ville – Tower C  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-993-8447  
E-Mail: [barbara.gorman@tc.gc.ca](mailto:barbara.gorman@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	APPENDIX "F"
INSTRUCTIONS TO TENDERERS	APPENDIX "G"
REQUIREMENTS FOR SIGNATURE (INTELLECTUAL PROPERTY)	APPENDIX "H"
REQUIREMENTS FOR SIGNATURE	APPENDIX "I"
THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY	APPENDIX "J"
BIDDER'S DECLARATION	APPENDIX "K"
SAMPLE RETURN ENVELOPE FORMAT	



**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 begins on the date of Contract award and ends on delivery and acceptance by the Project Authority of the final deliverable 15 weeks after Contract award.

**4. Cost Proposal**

**4.1 Professional Services and Associated Costs**

The Contractor must tender an all-inclusive firm price for the conduct of all Work as described in the Statement of Work. In addition, the Contractor must provide a breakdown of the tendered all-inclusive firm price in accordance with the requirements identified in the attached Annex "A-1". All prices are to be in Canadian dollars (CAD).

**4.1.1 Contract Period (Contract Award to August 30, 2019)**

Review of Technologies for Reducing Fuel Consumption and Greenhouse Gas Emissions from Off-Road Vehicles and Equipment

For the Contract Period from the Contract Award date to August 30, 2019  
An all-inclusive fixed price of: \$\_\_\_\_\_ + GST/HST

<p><b>For Evaluated Purposes Only</b></p> <p><b><u>Evaluated Price (Applicable taxes excluded):</u> \$ _____</b>  <b>(i.e., sum of: Total Contract Period)</b></p>
--

**4.2 Travel**

There is no travel associated with this requirement.

**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 accurate and complete 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:



**TRANSPORT CANADA**  
**APPENDIX "A"**  
**OFFER OF SERVICES**

**OFFER FOR: Review of Technologies for Reducing Fuel Consumption and Greenhouse Gas Emissions from Off-Road Vehicles and Equipment**

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"



Deliverable Number	Deliverables / Description	Percent of Firm Price	Estimated Delivery Dates (Weeks after Contract Award)	All-Inclusive Firm Price (CDN Dollars)
1.	Project Schedule		2	N/A
2.	Refer to Appendix B - Statement of Work under: "Deliverables": 2	For a firm price of \$_____ (15% of firm price),	4	\$_____
3.	Refer to Appendix B - Statement of Work under: "Deliverables": 3	For a firm price of \$_____ (10% of firm price)	6	\$_____
4.	Refer to Appendix B - Statement of Work under: "Deliverables": 4	For a firm price of \$_____ (10% of firm price)	8	\$_____
5.	Refer to Appendix B - Statement of Work under: "Deliverables": 5	For a firm price of \$_____ (10% of firm price)	10	\$_____
6.	Provide draft Report		12	N/A
7.	Refer to Appendix B - Statement of Work under: "Deliverables": 7	For a firm price of \$_____ (55% of firm price)	15	\$_____
<b>All-inclusive Fixed Price:</b>				\$_____
<b>GST/HST:</b>				\$_____
<b>Total Price</b>				\$_____

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



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

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

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

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

**8. Appropriate Law**

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

**9. Tender Validity**

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

**10. Proposal Documents**

The Contractor herewith submits the following:

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

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

**11. Signatures**

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

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

In the presence of

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

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

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



Transport Tranports  
Canada Canada

Contract#: T8080-180476

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

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



**ANNEX "A-1"**

**PRICE BREAKDOWN FOR T8080-180476: Review of Technologies for Reducing Fuel Consumption and Greenhouse Gas Emissions from Off-Road Vehicles and Equipment**

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



**TRANSPORT CANADA**  
**APPENDIX "B"**  
**STATEMENT OF WORK**

Statement of Work: Review of technologies for reducing fuel consumption and GreenHouse Gas Emissions from off-road VEHICLES AND equipment

### Background

Transportation is an important contributor to greenhouse gas (GHG) emissions, accounting for approximately a quarter of all emissions in Canada in 2015, with a significant portion generated by off-road vehicles and equipment. In fact, the off-road sector produces more GHG emissions than air, rail, and commercial marine transport and is the single largest source in the Canadian transportation sector, excluding on-road vehicles [1].

Investigating strategies to reduce emissions from off-road sector equipment, such as those used in agriculture, construction, mining and forestry, is an important commitment from the federal government pursuant to the Pan Canadian Framework on Clean Growth and Climate Change.

A recent study conducted by the National Research Council Canada – Centre for Surface Transportation Technology (NRC-CSTT) on behalf of Environment and Climate Change Canada (ECCC) has identified a list of technologies and strategies that have the potential to reduce GHG emissions from off-road vehicles and equipment [1]. For example, reducing idling with anti-idling technology represents one of the most cost-effective ways to reduce emissions [2].

Currently the Government of Canada is investigating the potential of various technologies for reducing GHG emissions.

### Objective

2.1 The objective is to address knowledge gaps in and build upon the work that has been performed by NRC [1], [2] to assess technologies with the potential to reduce fuel consumption for off-road vehicles and equipment used in mining, forestry, agriculture and construction. The scope of the work will include:

a. **Technologies:**

1. anti-idling (start/stop, engine shutdown and auxiliary power units)
2. hybridization/electrification (e.g. batteries, capacitors, flywheels, fuel cells)
3. parasitic loss (e.g. 48 V and LED lighting systems)
4. turbo-compounding, cylinder deactivation
5. hydraulic systems
6. on-board devices and tracking (real-time fuel consumption, route optimization)
7. alternative fuels such as natural gas and biofuels, and



8. any other technology not included in the NRC reports but that has been developed and is commercially available.
- b. **Implementation:** The applications for which these technologies and strategies are (or could be) used (i.e. type of vehicle/equipment and purpose), the current extent of use, and any barriers to their implementation in Canada.
- c. **Cost and Pay-Back:** A comparison between vehicles/equipment employing GHG saving technologies and their conventional counterparts in terms of initial capital cost, and operating costs (fuel use, maintenance, and downtime). Results will be used to estimate the net financial benefits or losses expected over the lifetime of the GHG-saving technology in comparison to a conventional counterpart.
- d. **Performance:** The ability of the technologies to reduce GHG emissions while meeting the performance requirements and functionality of the off-road equipment. Consideration should also be given to unique Canadian operating conditions (e.g., cold climate, remote locations) and how these could impact the performance of the technologies and the impact of the technologies on vehicle/equipment performance.
- e. **Comparative Analysis:** The relative cost and performance of different technologies across sub-sectors. For example, compare combinations of technologies on various types of off-road vehicles and equipment that will offer the greatest benefits in terms of GHG reductions.

## APPROACH

3.1 With the objective of filling the knowledge gaps listed in Section 2, the Contractor must review literature and test results, consult with industry experts through interviews, and conduct comparative analysis on advanced technologies for off-road vehicles and equipment.

3.2 The Contractor must search for, purchase (at Contractor's own expense), and review literature and other documentation that will include, but is not limited to:

- a. GHG emission and/or fuel consumption test results
  - b. technology costs including initial cost as well as maintenance and other in-use costs
  - c. technology performance and functionality
  - d. applications (e.g. excavator, forklift, etc.) for the technologies listed Section 2, and the overall fuel use and/or GHG contributions of these applications in Canada
  - e. real-world duty-cycles
  - f. comparative analysis
- that is:
- g. published in peer-reviewed journal articles (e.g. SAE International)
  - h. published in industry association publications and magazines;
  - i. available from original equipment manufacturers, suppliers, and after-market equipment manufacturers on their websites or other published material
  - j. available from mining, forestry, agriculture, and construction equipment owner/operators, fleets, or industry associations
  - k. available from the U.S. Environmental Protection Agency, California Air Resources Board, Environment and Climate Change Canada, National Research Council Canada, European Joint Research Centre, Southwest Research Institute, PIT Group, West Virginia University, and other government, academic, or private emissions testing groups.



3.3 The Contractor must cite the most reliable sources where there is no conflict of interest, particularly third party test results or user experiences. Marketing material can be cited but should be avoided unless backed by third party assessments.

3.4 The Contractor must conduct analysis to compare technologies in Section 2.1.a and design improvements for reducing GHG emissions from the four off-road sub-sectors (mining, forestry, agriculture and construction).

3.5 The Contractor must update and build on the work of the NRC [1], [2]. Importantly, the Contractor must not provide information already found in the two NRC reports unless it is in an aggregated form and used as a brief introduction for the supplemental information sought in this Contract. For example, if the Contractor has found a more in depth benefit of a particular technology or strategy that was first identified by the NRC, the Contractor should reference this and give no more than a very concise summary before elaborating and focusing on the details and specifics discovered by them. This is to minimize repeating work that has already been done by the NRC.

## Tasks

### 1. Project Kick-Off and Project Schedule

The Contractor must organize and hold a preliminary teleconference Project Kick-Off meeting with the Technical Authority to present a detailed project schedule, including the deliverables defined in the Statement of Work (SOW). The Contractor must update the project schedule with any changes agreed to during the meeting. The Contractor must schedule bi-weekly meetings with Transport Canada (TC) and ECCC for providing project updates and interim results. The Contractor must submit Minutes of all meetings to the Project Authority within 2 working days of the meeting for acceptance.

### 2. Literature Review and Stakeholder List

The Contractor must conduct comprehensive research to gather and summarize literature in order to fill the knowledge gaps as described in Section 2 of this SOW. The Contractor must develop a stakeholder list including equipment and technology manufacturers and operators with whom interviews will be held to fill remaining knowledge gaps. The Contractor must develop questions to be asked, and will provide the stakeholder list and questions to the Project Authority for review and approval. It is then the responsibility of the Contractor to contact the stakeholders to set-up the interviews.

### 3. Interview Questions & Interviews

The Contractor must hold interviews with the approved stakeholders to ask the questions that were developed in Task 2.

### 4. Interim Report and Presentation

The Contractor must prepare an Interim Report and Interim Presentation Slides covering the results of the literature review and interviews. The report must be provided to the Project Authority, and the Interim Presentation Slides must be presented to TC and ECCC as a PowerPoint deck at a meeting arranged by the Project Authority. TC and ECCC will have an opportunity to ask questions and provide feedback to guide the comparative analysis.

### 5. Comparative Analysis

The Contractor must use the results of the literature review and interviews to conduct comparative analysis on the relative cost and effectiveness of different technologies across the sub-sectors listed in Section 3 of this



SOW. The literature review must discuss which combinations of technologies and off-road equipment will offer the greatest benefits in terms of GHG reductions at the lowest cost.

**6. Draft Final Report**

The Contractor must prepare a draft Final Report and draft Final Presentation Slides that include the results of the literature review, interviews, and comparative analysis. These must be provided to the Project Authority for comment. Comments will be provided by the Project Authority within 10 working days of receipt of the drafts.

**7. Final Report and Presentation**

The Contractor must incorporate TC comments, and provide a Final Report and Final Presentation Slides to the Project Authority. The Contractor must present the Final Presentation Slides a PowerPoint deck at a working group meeting arranged by the Project Authority. This meeting may include other government departments and industry representatives.

**Deliverables**

Item	Deliverable	Number of weeks after award of the contract	Payment
1	Project Schedule	2	N/A
2	Completed Literature Review, developed Stakeholder Survey & Stakeholder List	4	15% of contract value
3	Amalgamated answers to interview questions	6	10% of contract value
4	Interim Report and Presentation	8	(10%) of contract value
5	Completed Comparative Analysis	10	(10%) of contract value
6	Draft Report	12	N/A
7	Final Report and Presentation	15	55% of contract value

**Location of work**



The Work must be carried out in the Contractor's facilities. All meetings between the Contractor and Transport Canada, including the kickoff and the final presentation, may take place either in person at a location specified by Transport Canada in Ottawa or via teleconference, or webinar.

### Project authority

Department: Transport Canada  
Name: To be determined at Contract Award  
Address:  
Phone:  
Email:

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

### contracting authority

Department: Transport Canada  
Name  
Address: Place de Ville, Tower C,  
330 Sparks Street, Ottawa, ON  
K1R 0N5  
Phone: 343-550-2175  
Email: Barbara.gorman@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.

### Security

There are no security requirements for this work. All Recourses to be escorted on Transport Canada's premises at all times.

### LANGUAGE

All documentation and all presentations must be completed in English.

### Period of Contract

The period of the contract is from the date of contract award until August 30, 2019.

### Payment schedule



Milestone payments will be made to the contractor upon completion of deliverables 2-5, and 7, as indicated in Section 5. All work and services shall be provided to the entire satisfaction of the Project Authority prior to payment of invoice.

## DOCUMENT FORMAT

All documentation provided to the Project Authority must be completed using the Microsoft Office Suite of products, version 2013 or earlier including: Word, PowerPoint and Excel. All documentation will be provided electronically to the Project Authority.

## Replacement of Resource

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 Project Authority and the Contracting 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 Project 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 Project Authority and the Contracting Authority.

## references

- [1] C. Griffin, E. Toma, D. Chuang and J. Patten, "Environmental Study of Off-Road Engine Technologies," National Research Council Canada, Ottawa, Canada, 2012.
- [2] B. Gaudet, T McWha, "Environmental Study of Off-Road Engine Technologies – Phase II", National Research Council Canada, Ottawa, Canada, 2014.



**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**

**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 to the bidder.
3. If applicable: A solicitation reference number or award notice, with link to government tender site.
4. The scale of the project.



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. How (through what activities, responsibilities and approach) they successfully completed the project. For a project example to be considered relevant, the Bidder **must** clearly relate how the experience of the proposed resource(s) applies to this Statement 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, then 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

#### Mandatory Technical (MT) Criteria

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to demonstrate their compliance. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the Mandatory Requirements as indicated.

For mandatory criteria (M1-M3), Bidders can use the same project (or sub-projects) to demonstrate their experience. For example, consider a case where the Bidder completed "PROJECT A" that involved completing a detailed cost analysis on technologies for the off-road sector (M2), and work with manufacturers of construction equipment (M3). In this case, the Bidder can submit "PROJECT A" as experience under mandatory criteria M2 and M3. Alternatively, bidders can submit separate projects for each criterion.

**Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria.**



**Mandatory Technical (MT) Criteria**

#	Mandatory Requirement	Compliant YES/NO	Proposal Reference
<b>MT1</b>	The Bidder must propose a Resource that has successfully commenced and completed <b>one (1) project within the past five (5) years</b> , measured from the date of bid closing, involving experience developing engineering analysis of safety or environmental benefits of GHG reducing technologies from the on-road or off-road transportation sector. The Bidder must demonstrate compliance by providing a brief abstract of the project undertaken that clearly demonstrates: the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed the project.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MT2</b>	The Bidder must propose a Resource that has successfully commenced and completed <b>one (1) project within the past five (5) years</b> , measured from the date of bid closing, that involved detailed cost analysis on technologies for the on-road or off-road transportation sector. The Bidder must demonstrate compliance by providing a brief abstract of the project undertaken that clearly demonstrates; the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed the project.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MT3</b>	The Bidder must propose a Resource that has successfully commenced and completed <b>one (1) project within the past five (5) years</b> , measured from the date of bid closing, working with manufacturers and/or end-users of vehicles and/or equipment used in any of the following applications: construction, mining, forestry, agriculture. The Bidder must demonstrate compliance by providing a brief abstract of the project undertaken that clearly demonstrates; the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed the project.	<input type="checkbox"/> Yes <input type="checkbox"/> No	



**2. Point Rated Criteria**

The Technical Bid will be evaluated and scored in accordance with the following evaluation criteria and point rating scale.

Maximum Rated Points Available: 180 points  
Minimum Overall Pass Mark: 126 points (70%)

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. Point rated criteria not addressed in the Bidder's proposal will result in a score of zero being assigned against the particular criteria. Each point rated technical criterion should be addressed separately.

**Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria.**

	Scoring	Maximum Points	Proposal Cross-Reference
<b>R1-R3. Technical Proposal</b>			
Bidders should submit a detailed technical proposal that includes the sub-elements identified in the following criteria (R1-R4):			
<p><b>R1. Statement of understanding of the project's scope and objectives.</b></p> <p>The Bidder's technical proposal should include a statement of understanding of the project's scope and objectives.</p>	<p>(20 points): Bidder's technical proposal demonstrates a complete and thorough understanding of the project's scope and objectives, i.e. <u>addresses all</u> elements of the objectives, tasks, and deliverables, and includes significant added insights that demonstrate the completeness of understanding of the objectives.</p> <p>(15 points): Bidder's technical proposal demonstrates a thorough understanding of the project's scope and objectives, i.e. <u>addresses all</u> elements of the objectives, tasks and deliverables.</p> <p>(10 points): Bidder's technical proposal demonstrates a general understanding of the project's scope and objective, i.e. <u>addresses most</u> elements of the objectives, tasks, and deliverables.</p> <p>(5 points): Bidder's technical proposal demonstrates an incomplete or incorrect understanding of the project's scope and objectives, i.e. <u>does not address</u> or include significant elements of the objectives, tasks and deliverables.</p> <p>(0 points): Bidder's technical proposal does not demonstrate or address any understanding of the project's scope and objectives.</p>	<p><b>20</b></p>	



<p><b>R2. Proposed approach</b></p> <p>The Bidder's technical proposal should include a proposed approach to how they would complete the tasks included in the Statement of Work (SoW).</p>	<p><b>(40 points):</b> Bidder provides a comprehensive description of their proposed technical approach with significant added insights. The Bidder identifies all of the technical issues to be addressed; provides a detailed methodology/approach to addressing the issues; includes a detailed description of potential risks and risk mitigation strategies; and clearly identifies and discusses all assumptions they make in their proposed approach.</p> <p><b>(30 points):</b> Bidder provides a complete description of their proposed technical approach with some added insights. The Bidder identifies most of the technical issues to be addressed; provides a detailed methodology/approach to addressing the issues; includes a description of potential risks and risk mitigation strategies, and identifies most assumptions they make in the proposed approach.</p> <p><b>(20 points):</b> Bidder provides a general description of their proposed technical approach with few added insights. The Bidder identifies the major technical issues to be addressed; provides a high-level methodology/approach to addressing the issues; provides a limited description of potential risks and risk mitigation strategies, and identifies only major assumptions they make in their proposed approach</p> <p><b>(10 points):</b> Bidder provides an incomplete description of their proposed technical approach with no added insights. The Bidder does not identify technical issues to be addressed; provides an incomplete methodology/approach to addressing the issues; provides no description of potential risks and risk mitigation strategies, and does not identify any details on assumptions they make in their proposed approach</p> <p><b>(0 points):</b> Bidder does not provide a proposed approach to complete the Statement of Work.</p>	<p><b>40</b></p>	
<p><b>R3. Project plan and schedule</b></p> <p>The Bidder's technical proposal should include a project plan and schedule that details deadlines and milestones. The project plan will be evaluated</p>	<p><b>(20 points):</b> Bidder's technical proposal includes a detailed project plan that identifies all of the necessary management, administrative and engineering tasks required for successful completion of each task outlined in the SoW, and at a higher level of detail that is described in the SoW. All tasks and sub-tasks are reflected in a comprehensive schedule that includes risks, required inputs from Canada (if any is identified in the bidder's proposal), identifies critical path activities and presents consideration to anticipate and avoid delays;</p> <p><b>(15 points):</b> Bidder's technical proposal includes a project plan that identifies the major management, administrative and engineering tasks required for successful completion of each task outlined in the SoW, and at level of detail that is described in the SoW, or higher. All tasks and sub-tasks are reflected in a comprehensive schedule that includes risks, required inputs from Canada (if any is identified in the</p>	<p><b>20</b></p>	



<p>for its completeness, clarity and achievability, as demonstrated through use of a work-breakdown structure mapped to the Statement of Work (SoW) tasks.</p>	<p>bidder's proposal), identifies critical path activities and presents consideration to anticipate and avoid delays.</p> <p><b>(10 points):</b> Bidder's technical proposal includes a project plan that only includes major management, administrative and engineering tasks required for successful completion of each task outlined in the SoW. Only major tasks are reflected in a schedule; risks and required inputs from Canada, (if any is identified in the bidder's proposal), are not identified; only high-level critical path activities are identified, and there is minimal consideration to anticipate and avoid delays.</p> <p><b>(5 points):</b> Bidder's technical proposal includes a project plan that does not include major management, administrative and engineering tasks required for successful completion of each task outlined in the SoW. Some major tasks are not reflected in a schedule; risks and required inputs from Canada (if any is identified in the bidder's proposal) are not identified; there are no critical path activities identified, and there is no consideration to anticipate and avoid delays.</p> <p><b>(0 points):</b> Bidder does not provide a project plan.</p>		
--	---	--	--

**R4-R6. Experience**

**Bidders should submit projects, to illustrate the proposed Resource's additional experience, as identified in the criteria below (R4-R6).**

For criterion R4 to R6, Bidders can use the same project (or sub-projects) to demonstrate their experience. For example, consider a case where the bidder completed "PROJECT A" that required them to analyze technologies used to reduce fuel consumption or GHG emissions in the off-road sector (R4), and conducting a comprehensive cost-benefit analysis (R5) as sub-project elements. In this case, the Bidder can submit PROEJCT A as experience under criteria R4 and R5. Alternatively, bidders can submit separate projects for each criterion.

Similarly, for criterion R4 to R6, Bidders can use the same Resource when demonstrating their experience. For example, consider a case where the bidder's "RESOURCE A" completed a project that required them to work with off-road vehicles and/or equipment manufacturers in the agricultural sector (R4), and another project conducting technology cost analysis (R5). In this case, the Bidder can submit the same Resource under criteria R4 and R5. Alternatively, bidders can submit separate Resources for each criterion.

<p><b>Demonstrates experience with analyzing technologies used in the off-road sector to reduce fuel consumption and greenhouse gas emissions (GHG).</b> The Bidder should demonstrate the proposed Resource's experience with</p>	<p><b>(40 points):</b> Bidder demonstrates 5 or more projects involving analyzing GHG-reducing technologies in the off-road sector.</p> <p><b>(30 points):</b> Bidder demonstrates 3 or more projects involving analyzing GHG-reducing technologies in the off-road sector.</p> <p><b>(20 points):</b> Bidder demonstrates 2 projects involving analyzing GHG-reducing technologies in the off-road sector.</p> <p><b>(10 points):</b> Bidder demonstrates 1 project projects involving analyzing GHG-reducing technologies in the off-road sector.</p> <p><b>(0 points):</b> Bidder demonstrates 0 projects.</p>	<p><b>40</b></p>	
--	---	------------------	--



<p>analyzing the safety and environmental benefits and drawbacks of state-of-the-art technologies in the off road sector outlined in the Statement of Work (SOW) section 2.1.a 1-8.</p> <p>The Bidder should demonstrate this experience by providing a brief abstract of project(s) the proposed Resource has commenced and completed, within the last eight (8) years, measured from the date of bid closing, that clearly demonstrates the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed each project.</p>	<p>The examples must include references with the following required information:</p> <ul style="list-style-type: none"> <li>- Client Name</li> <li>- Client Contact Name</li> <li>- Client Title</li> <li>- Location Serviced</li> <li>- Duration (mm-yyyy to mm-yyyy)</li> <li>- Phone Number and/or Email</li> </ul>		
<p><b>R5 Experience in conducting a comprehensive cost benefit analysis of technologies for the off-road or on-road transportation sectors</b></p> <p>The Bidder should demonstrate the proposed Resource's</p>	<p><b>(40 points):</b> Bidder demonstrates 4 or more projects performing cost benefit analysis of technologies for the off-road or on-road transportation sectors</p> <p><b>(30 points):</b> Bidder demonstrates 3 projects performing cost benefit analysis of technologies for the off-road or on-road transportation sectors</p> <p><b>(20 points):</b> Bidder demonstrates 2 projects performing cost benefit analysis of technologies for the off-road or on-road transportation sectors</p>	<p>40</p>	



<p>experience in conducting detailed cost analysis on technologies for the off-road or on-road transportation sectors</p> <p>The Bidder should demonstrate this experience by providing a brief abstract of project(s) the proposed Resource has commenced and completed, within the last eight (8) years, measured from the date of bid closing, that clearly demonstrates the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed each project.</p>	<p><b>(10 points):</b> Bidder demonstrates 1 project performing cost benefit analysis of technologies for the off-road or on-road transportation sectors</p> <p><b>(0 points):</b> Bidder demonstrates 0 projects.</p> <p>The examples must include references with the following required information:</p> <ul style="list-style-type: none"> <li>- Client Name</li> <li>- Client Contact Name</li> <li>- Client Title</li> <li>- Location Serviced</li> <li>- Duration (mm-yyyy to mm-yyyy)</li> </ul> <p>Phone Number and/or Email</p>		
<p><b>R6 The Bidder should demonstrate the proposed Resource's experience in providing advice and/or guidance to government agencies and/or off-road equipment manufacturers.</b></p> <p>The Bidder should demonstrate this experience by providing a brief abstract of project(s) the proposed Resource has</p>	<p><b>(20 points):</b> Bidder demonstrates 2 or more projects.</p> <p><b>(10 points):</b> Bidder demonstrates 1 project.</p> <p><b>(0 points):</b> Bidder demonstrates 0 projects.</p> <p>The examples must include references with the following required information:</p> <ul style="list-style-type: none"> <li>- Client Name</li> <li>- Client Contact Name</li> <li>- Client Title</li> <li>- Location Serviced</li> <li>- Duration (mm-yyyy to mm-yyyy)</li> <li>- Phone Number and/or Email</li> </ul>	<p><b>20</b></p>	



<p>commenced and completed, within the last eight (8) years, measured from the date of bid closing, that clearly demonstrates the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed each project.</p>			
<p>Total Possible Points</p>	<p>Maximum Rated Points Available: 180 points  Overall Minimum Pass Mark: 126 points (70%)</p>		

**TRANSPORT CANADA**  
**APPENDIX "D"**  
**SELECTION CRITERIA**

**SELECTION CRITERIA**

1. To be declared responsive, a bid must:
  - i. comply with all the requirements of the bid solicitation; and
  - ii. meet all mandatory criteria; and
  - iii. obtain the required minimum of 70 percent of the points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 180 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 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Notes:

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



**Examples of a 60% for the technical and 40% price.**

<b>Example: Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 60)</b>	<b>Pricing Score ( LP/Pi x 40 )</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 60 = 53.33	50/60 x 40 = 33.33	86.66
<b>Bidder 2</b>	98/135 x 60 = 43.55	50/55 x 40 = 36.36	79.91
<b>Bidder 3</b>	82/135 x 60 = 36.44	50/50 x 40 = 40.00	76.44

Represents the lowest evaluated price



**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 endeavor to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

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

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

## 6. Indemnification

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

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

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

## 7. Notices

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

## 8. Termination or Suspension

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

8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving



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

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

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

8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

## 9. Termination due to Default of Contractor

9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from



the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

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

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

12. 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.

13. Warranty by Contractor

13.1. 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.



13.2. 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.

14. 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.

15. Amendments

15.1. 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.

15.2. 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.

16. 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.

17. Payment by the Minister

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

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

*17.1.1.1. 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*

*17.1.1.2. 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.*

17.1.2. 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.

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



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

*17.2.1.1. 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*

*17.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract,*

*whichever is later.*

17.2.2. 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.

18. Payment of Interest on Overdue Accounts

18.1. For the purposes of this Article:

18.1.1. "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,

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

18.1.3. 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

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

18.2. 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.

18.3. 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.



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

19. Schedule and Location of Work

19.1. 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.

19.2. 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.

20. No Other Benefits

20.1. 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.

20.2. 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.

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

21.1. 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.

21.2. 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.

21.3. 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.

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

22. Minister's Responsibilities

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

23. Public Disclosure

23.1. 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.



## 24. Integrity Provisions

### 24.1 Statement

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

24.1.2 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.

#### 24.2 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.

### 24.3 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.

### 24.4 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.

### 24.5 Canadian Offences Resulting in Legal Incapacity

24.5.1 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:



24.5.1.1 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

24.5.1.2 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

24.5.2 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).

#### 24.6 Canadian Offences

The Contractor has certified that:

24.6.1 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:

24.6.1.1 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

24.6.1.2 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



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

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

24.6.1.5 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

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

24.6.2 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.

#### 24.7 Foreign Offences

The Contractor has certified that:

24.7.1. 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:

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

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

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



24.7.1.4 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

24.7.2 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).

#### 24.8 Ineligibility to Contract with Canada

24.8.1 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:

24.8.1.1 terminate the contract for default; or

24.8.1.2 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.

24.8.2 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:

24.8.2.1 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

24.8.2.2 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.

24.8.3 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:



24.8.3.1 terminate the contract for default; or

24.8.3.2 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.

24.8.4 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:

24.8.4.1 terminate the contract for default; or

24.8.4.2 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.

#### 24.9 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.

#### 24.10 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:

24.10.1 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;

24.10.2 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;

24.10.3 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.

#### 24.11 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:

24.11.1 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;

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

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

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

24.11.5 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.

#### 24.12 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.

#### 24.13 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.

#### 24.14 Obligations on Subcontractors

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

**TRANSPORT CANADA**  
**APPENDIX "F"**  
**SUPPLEMENTARY CONDITIONS**

Canada to Own Intellectual Property Rights in Foreground Information

1. As Canada has contributed to the cost of developing the Foreground Information, the Contractor grants to Canada a license to exercise all Intellectual Property Rights in the Foreground Information for Canada's activities. Subject to any exception described in the Contract, this license allows Canada to do anything that it would be able to do if it were the owner of the Foreground Information, other than exploit it commercially and transfer or assign ownership of it. The Contractor also grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information.
2. These licenses are non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. Neither license can be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.
3. For greater certainty, Canada's licenses include, but are not limited to:
  - a. the right to disclose the Foreground and Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts;
  - b. the right to disclose the Foreground and Background Information to other governments for information purposes;
  - c. the right to reproduce, modify, improve, develop or translate the Foreground and Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with the reproduction, modification, improvement, development or translation.
  - d. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold, the right, in relation to any custom-designed or custom-manufactured part of the Work, to exercise such of the Intellectual Property Rights in the Background Information as may be required for the following purposes:
    - i. for the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
    - ii. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul;
  - e. for Software that is custom designed for Canada, the right to use any source code the Contractor must deliver to Canada under the Contract.
4. The Contractor agrees to make the Background Information, including in the case of Software, the source code promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to

source code that is within the control of or can be obtained by the Contractor or any subcontractor.

1. The general conditions 2040 are amended by deleting the sections entitled "Records and Disclosure of Foreground Information", Ownership of Intellectual Property Rights in Foreground Information", "Licenses to Intellectual Property Rights in Foreground and Background Information", "Contractor's Rights to Grant Licenses", "Waiver of Moral Rights", "License to Intellectual Property Rights in Canada's Information", "Transfer or License of Contractor's Rights", "Transfer of Intellectual Property Rights upon Termination of the Contract for Default", and "Products Created Using the Foreground Information" in their entirety. This section applies in lieu of those sections.
2. Record Keeping and Provision of Information
  - a. During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
  - b. Before and after final payment to the Contractor, the Contractor must provide Canada with access to all records and supporting data that Canada considers pertinent to the identification of Foreground Information.
  - c. For any Intellectual Property that was developed or created in relation to the Work, Canada will be entitled to assume that it was developed or created by Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Canada.
3. Contractor Requirements
  - a. All Intellectual Property rights in the Foreground Information belong to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Canada.
  - b. The Contractor must incorporate the copyright symbol and one of the following notices, as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du chef du Canada (year).
  - c. The Contractor must execute any documents relating to the Intellectual Property Rights in the Foreground Information as Canada may require. The Contractor must, at Canada's expense, provide Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.
4. Licensing Requirements

- a. The Contractor grants to Canada a license to use the Background Information to the extent that it is reasonably necessary for Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
  - b. For greater certainty, Canada's license in the Background Information includes, but is not limited to:
    - i. the right to disclose the Background Information to third parties bidding on or negotiating contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
    - ii. the right to disclose the Background Information to other governments for information purposes;
    - iii. the right reproduce, modify, improve, develop or translate the Background Information or have it done by a person hired by Canada. Canada, or a person designated by Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
    - iv. without restricting the scope of any license or other right in the Background Information that Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Canada the Background Information for the following purposes:
      - A. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;
      - B. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.
  - c. The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.
5. The Contractor represents and warrants that it has the right to grant to Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with paragraph 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Canada.

6. If requested by Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the Copyright Act, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

**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**

**Basis for Canada's Ownership of Intellectual Property**

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

Reason:

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

Refer to Appendix "E" of the General Conditions and Appendix "F" with Supplement Conditions added.

The Bidder concurs with the foregoing.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of duly authorized representative of Bidder

\_\_\_\_\_  
Signature of duly authorized representative of Bidder

\_\_\_\_\_  
Date

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

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

**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 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.

**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.

**TRANSPORT CANADA**

**APPENDIX "J"**

**PROGRAM FOR EMPLOYMENT EQUITY**

<p align="center"><b>FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS</b></p>	<p align="center"><b>PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI AVIS IMPORTANT AUX SOUSSIONNAIRES</b></p>
<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; 2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA</p>	<p>1. SI VOUS SOUSSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET 2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE</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**

---

---

---

---

## **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.

Human Resources  
Development Canada

Développement des ressources  
humaines Canada

OFFICIAL USE  
ONLY  
CERTIFICATE  
NO.

Labour Branch

Direction générale du travail

Federal Contractors  
Program

Programme de contrats fédéraux

**Certificate of Commitment to Implement Employment Equity**

ORGANIZATION			
Legal name of organization		Parent company is located outside Canada  <input type="checkbox"/> Yes <input type="checkbox"/> No	
Operating Name (if different)			
Type of Industry (sector, purpose, etc.)		Total no. employees in Canada (Full-Time/Part-Time) ▶	
HEAD OFFICE			
Address (street, building, etc.)		City	Province
		Postal Code	
		Telephone	Fax
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone		Email	
CERTIFICATION			
<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, AND</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 with the authority to implement Employment Equity in the organization.</p>			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>• You must include the <i>signed original</i> of this form with your bid.</li> <li>• You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.</li> </ul>			

## **Criteria for Implementation**

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

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

**TRANSPORT CANADA**  
**APPENDIX "K"**  
**BIDDER'S DECLARATION**

**Protected "B" when completed**

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

*Financial Administration Act*

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

Yes [ ] / No [ ] Comments:

*Criminal Code*

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

**Yes [ ] / No [ ]**

Comments:

---

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

*Criminal Code*

- 119: Bribery of judicial officers,
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery

- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading
- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes [ ] / No [ ]

Comments:

---

**Competition Act**

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

Comments:

---

**Corruption of Foreign Public Officials Act**

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

Yes [ ] / No [ ]

Comments:

---

**Controlled Drugs and Substances Act**

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

Yes [ ] / No [ ]

Comments:

---

Other acts

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

Yes [ ] / No [ ]

**Comments:**

**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

Integrity, Departmental Oversight Branch,

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Review of Technologies for Reducing Fuel Consumption and GreenHouse Gas Emissions from Off-Road Vehicles and Equipment
NUMBER - NUMÉRO <b>T8080-180476</b>
DATE DUE - DÉLAI February 27, 2019, 14:00 HRS (2:PM) OTTAWA TIME

# TENDER - SOUMISSION

TENDER RECEPTION

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