



Transport  
Canada

Transports  
Canada

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

March 18, 2019

**Subject: Request for Proposal T8080-180760  
TRANSLATION SERVICES FOR THE TRANSPORTATION DANGEROUS GOODS  
DIRECTORATE, TRANSPORT CANADA**

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for Translation Services for the Transportation of Dangerous Goods Directorate.

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 T8080-180760**", 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 April 29, 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;
- names of a minimum of three (3) resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

### **ENVELOPE 2 - COST PROPOSAL**

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

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

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

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

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

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

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

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Jenny O’Neil, Transport Canada, E-mail: [jenny.oneil@tc.gc.ca](mailto:jenny.oneil@tc.gc.ca) , and must be received **before 12:00 hours (noon) EDT on April 5, 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 Jenny O’Neil at 613-990-7643.

**The lowest or any Proposal will not necessarily be accepted.**

Canada reserves the right to:

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

By submitting a proposal, the Bidder acknowledges Canada’s rights under this section and waives any right, or cause of action, against Canada by reason of Canada’s failure to accept the proposal

submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise”.

Yours truly,

*(Original signed by)*

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

Canada



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

**OFFER FOR: TRANSLATION SERVICES FOR THE TRANSPORTATION DANGEROUS GOODS DIRECTORATE, TRANSPORT CANADA**

**OFFER SUBMITTED BY:** \_\_\_\_\_  
**(Name of Company)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(Complete Address)**

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

Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

**3. Period of Services**

The Period of Service will be from Contract award to March 31, 2020, with two (2), one (1) year option periods to be exercised solely at the discretion of the Department.

#### 4. Cost Proposal

##### **Professional Services and Associated Costs**

The Contractor shall provide a breakdown of the tendered fixed unit prices in accordance with the requirements identified in the attached Annex "A-1". All rates are in Canadian Funds.

#### 4.1 Method of Payment

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

#### 5. Provincial Sales Tax (PST)

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

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

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

#### 7. Appropriate Law

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

#### 8. Tender Validity

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

#### 9. Proposal Documents

The Contractor herewith submits the following:

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

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

**10. Signatures**

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
In the presence of

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

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

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

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

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

**PRICE BREAKDOWN FOR T8080-180870**

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

**1. The following**

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	Estimated # of Words For Evaluation Purposes Only	Total Extended Price For Evaluation Purposes Only
1A. Specialized/Technical Translation Initial Contract Period Contract Award to March 31, 2020	Standard	\$	x 500	\$
1B. Specialized/Technical Translation Initial Contract Period Contract Award to March 31, 2020	Urgent	\$	x 500	\$
1C. Regulatory Translation Initial Contract Period Contract Award to March 31, 2020	Standard	\$	x 500	\$
1D. Regulatory Translation Initial Contract Period Contract Award to March 31, 2020	Urgent	\$	x 500	\$
2A. Specialized/Technical Translation Option Period One (1) April 1, 2020 to March 31, 2021	Standard	\$	x 500	\$
2B. Specialized/Technical Translation Option Period One (1) April 1, 2020 to March 31, 2021	Urgent	\$	x 500	\$
2C. Regulatory Translation Option Period One (1) April 1, 2020 to March 31, 2021	Standard	\$	x 500	\$
2D. Regulatory Translation Option Period One (1) April 1, 2020 to March 31, 2021	Urgent	\$	x 500	\$
3A. Specialized/Technical Translation Option Period Two (2) April 1, 2021 to March 31, 2022	Standard	\$	x 500	\$
3B. Specialized/Technical Translation Option Period Two (2) April 1, 2021 to March 31, 2022	Urgent	\$	x 500	\$
3C. Regulatory Translation Option Period Two (2) April 1, 2021 to March 31, 2022	Standard	\$	x 500	\$
3D. Regulatory Translation Option Period Two (2) April 1, 2021 to March 31, 2022	Urgent	\$	x 500	\$
<b>TOTAL</b>				\$

**TRANSPORT CANADA**

**APPENDIX "B"**

**STATEMENT OF WORK**

**REQUEST FOR PROPOSAL (RFP)**

**TRANSLATION SERVICES FOR THE TRANSPORTATION DANGEROUS GOODS  
DIRECTORATE, TRANSPORT CANADA**

**TERMS OF REFERENCE**

**1. BACKGROUND:**

As part of the Transportation of Dangerous Goods (TDG) program, the TDG directorate requires specialized translation services in order to address the increasing demand and in accordance with the requirements of the Official Languages Act and to ensure consistency in the language throughout all documentation.

TDG has a need for high quality translation for multiple types of documents in various fields such as: regulatory, technical, chemical and engineering. These translations are specific in nature and require highly technical expertise. TDG program also produce standards, research documents, briefings and technical documents that must be available in both official languages. In addition, TDG requires translation for the publication and distribution of awareness material to help promote public safety and provide information on regulatory changes of the TDG Act and Regulations, as well as regulatory impact analysis statement to be published in the *Canada Gazette*.

**2. GOAL:**

The objective of these Terms of Reference is to define the requirements for the provision of translation services from English to French and from French to English to assist the Directorate to meet its mandate to provide accurate translation for our department.

**3. SCOPE:**

3.1 The Directorate requires professional and technical assistance in translating such as, but not limited to, awareness material, accident reports, material safety data sheets, incident reports, etc. Other documents such as proposed regulatory impact analysis statements, newsletters, standards, some briefings, articles for quarterly publication, agendas and decision records for the different workgroups and sub-committees as well as for research documents and technical documents produced by the Directorate.

- 3.2 The work will consist of the following:
- 3.2.1 Accurate Translation from English into French
  - 3.2.2 Accurate Translation from French into English
  - 3.3.3 Ensuring the final French and English version of the material are identical in terms of meaning (i.e. comparative reading)
  - 3.2.4 Ensuring the terminology used in the translated version is accurate
  - 3.2.5 Ensuring the quality control of the translated text.

#### **4. SPECIFIC REQUIREMENTS AND DELIVERABLES:**

4.1 The documents provided must be translated using terminology specific to the Government of Canada and the transportation of dangerous goods, the standard being TERMIUM <http://termiumplus.translationbureau.gc.ca/tpv2Show/termiumplus.html?lang=e2>. Technical terms not available in Termium must be translated using translation using “Dictionnaire Malgorn des sciences et techniques”

4.2 Documents must be returned electronically, using the same format in which it was provided, and using Transport Canada approved software such as Word, PowerPoint, Excel (MS Windows Suite).

4.3 Documents must be returned with the same identifier (reference number) provided by the Department.

4.4 All translation documents must meet the following quality standards:

- 4.4.1 No spelling mistakes
- 4.4.2 No grammar mistakes
- 4.4.3 All elements from the original text are in the translation
- 4.4.4 The formatting must be the same in both documents
- 4.4.5 All terminology must be aligned with the Transportation of Dangerous Goods Act, 1992, the *Transportation of Dangerous Goods Regulations* (TDGR) and all technical Standards incorporated by reference in the TDGR.

4.5 Translation will be required on the following basis:

- 4.5.1 Standard turnaround time is 1000 words per day
- 4.5.2 Urgent, 24 hour turnaround time
- 4.5.3 Complex requirements will be reviewed on a case by case basis with delivery deadlines agreed to and approved at Transport Canada’s discretion
- 4.5.4 All translated material becomes the property of the Department. All existing Copyrights are to be maintained.
- 4.5.5 The firm must be able to receive and send documents electronically using an e-mail software compatible with that of Transport Canada’s (Microsoft Outlook is the current standard).
- 4.5.6 The Contractor will be required to submit the French/English translation in an electronic format using the same format in which it was provided, such as Word, PowerPoint, Excel or other Microsoft programs, by the deadline agreed upon.

4.6 Resource Requirements;

All Proposed resources must have an excellent and in-depth knowledge of the following:

- 4.6.1 The English language
- 4.6.2 The French language

- 4.6.3 The terminology used in English and in French in the transportation of dangerous goods environment
- 4.6.4 The writing, editing and translation of technical, specialized and general awareness material
- 4.6.5 The proposed resources provided by the contractor must not require training.
- 4.6.6 The proposed resources provided by the contractor must be available immediately to start work.

## **5. PERIOD OF CONTRACT:**

The Contractor will be expected to provide services within five (5) business days from the date that contract is awarded.

The initial contract period will be one year, with two one year option periods to be exercised solely at the discretion of the Department.

## **6. FEES WILL BE BASED ON THE FOLLOWING:**

6.1 Specialized/Technical Translation:

- Specialized/Technical Translation: cost per one word for standard deadline and urgent deadline

6.2 Regulatory Translation:

- Regulatory Translation: cost per one word for standard deadline and urgent deadline

6.3 Estimated value of Initial Contract will be a maximum of \$146,900.00 including tax.

6.4 Estimated value of option years is \$293,800.00 including tax (2 option years). Estimated total value of contract is \$440,700.00 including tax.

## **7. INSPECTION:**

The services provided will be to the satisfaction and the acceptance of the Departmental Representative.

## **8. DOCUMENTATION:**

If required by the Contractor, the Directorate will provide all necessary reference material that must be returned at the end of the contract.

## **9. SECURITY REQUIREMENTS:**

There is no security requirement as no confidential or protected information will be sent to the contract. However, the Contractor shall treat all information to which he/she is privy as restricted and shall not share this information without written TC authorization.

## **10. CONTINUITY AND REPLACEMENT OF CONTRACTOR RESOURCES:**

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

10.2 Should, for any reason, the designated resource(s) are not available, then the Contractor shall immediately make available a fully qualified replacement resource at the same level or higher. It should be noted that the replacement personnel would be evaluated in accordance with the criteria set in this RFP call for the resource category being replaced. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time to be determined by the Departmental Representative, alternate resource (s) would be proposed.

10.3 Under no circumstances shall the Contractor allow performance of the services by the replacement resources that have not been authorized by the Transport Canada Project Authority.

**TRANSPORT CANADA  
APPENDIX "C"  
EVALUATION CRITERIA**

**ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA**

**1.0 Technical Evaluation Criteria**

Mandatory Technical Criteria

**SELECTION CRITERIA**

Bidders **must** clearly indicate where the supporting information can be found in the proposal by identifying the page number after the word "Pages" and including a copy of the Selection Criteria, Part A: Technical, in their Technical proposal.

The bid **must** meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. The Bidder **must** provide brief Project Summaries to demonstrate required experience.

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

**Please Note:**

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

- 1) Name of the client organization (to whom the proposed resource services were provided), and contact person for verification;
- 2) The description of the project, and the type and scope of services provided by the proposed resource; and
- 3) The dates and duration of the project (indicating the **years/months** of engagement and the start and end dates of the work carried out by the proposed resource).

(References are only contacted to validate the information provided in the bidder's proposal)

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

## Mandatory Technical Criteria (MT)

For the purpose of the mandatory technical criteria specified below, the experience of the Bidder will be considered.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

The Bidder's Proposed Resource			
Number	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT1	The Bidder <b>must</b> propose a <b>minimum</b> of two (2) resources.  *Resume of each Proposed Resource <b>must</b> be included in the proposal submission.		
MT2	Each Proposed Resource <b>must</b> have a minimum of five (5) years recent translation experience*. ( <i>recent is within the last 7 years</i> ).  *Experience <b>must</b> be clearly demonstrated using project Summaries.		
MT3	Each Proposed Resource <b>must</b> have certification by the Association of Translator and Interpreters of Ontario (ATIO) or l'Ordre des traducteurs, terminologues et interprètes agréés du Québec (OTTIAQ) or Association de l'industrie de la langue language industry association (AILIA).  *A copy of certification <b>must</b> be included with Bidder's Proposal.		
MT4	Each Proposed Resource <b>must</b> have a B.A. in Translation from a recognized university in the English to French combination; and the French to English combination  *A copy of the degree or diploma <b>must</b> be included in the proposal submission, and must include the: - name of the program completed, - name of the institution from which the certificate was obtained and year the certificate was obtained.		
MT5	Each Proposed Resource <b>must</b> be fluent in both French and English.  * <b>Must</b> be in accordance with the Language Requirements – Proficiency Rating Scales –		

The Bidder's Proposed Resource			
Number	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
	Level 4 (below).		
<b>MT6</b>	<p>The Bidder <b>must</b> provide <b>two (2) samples of translations</b> produced by each proposed resource. One (1) sample <b>must</b> be French to English and one (1) sample <b>must</b> be English to French. The sample texts must be appended as annexes to the Technical Proposal and <b>must</b> be accompanied by the English and French source documents. Sample translations may include but are not limited to the following standard communications:</p> <p style="padding-left: 40px;">Acts and Regulations material including drafting instructions, regulatory impact analysis statements, technical standards;</p> <ol style="list-style-type: none"> <li>1. Material for public distribution</li> <li>2. Technical documentation</li> <li>3. An announcement or description of a new service, policy or program.</li> <li>4. newsletters;</li> <li>5. Information circular or fact sheet;</li> </ol> <p>Each sample translation <b>must</b> be prefaced by a short paragraph providing contextual information such as:</p> <ul style="list-style-type: none"> <li>- Client and background for the assignment;</li> <li>- Intended audience;</li> <li>- Name and contract information of person for whom the translations was carried out.</li> <li>- Objective of the text (message to be conveyed);</li> <li>- Individual level of input</li> </ul>		
<b>MT7</b>	The Bidder <b>must</b> provide a detailed Quality Control Process that will be used to govern the services under the contract.		

**LANGUAGE REQUIREMENTS – PROFICIENCY RATING SCALES:**

Each Proposed Resource **must** be able to communicate effectively in English and French both orally and in writing at or above the proficiency levels stated below.

**Oral Proficiency Rating Scale**

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.

**Reading Proficiency Rating Scale**

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native reader. Speed and accuracy is often nearly that of a well-educated native reader.

**Writing Proficiency Rating Scale**

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).

The full text of Language Testing – Scales/Levels reference document can be found at: [http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng).

## **PART A: TECHNICAL EVALUATION**

<b>Point Rated Technical Criteria</b>		<b>Max Points Proposed Resource #1</b>	<b>Cross Reference in Proposal</b>	<b>Max Points Proposed Resource #2</b>	<b>Cross Reference in Proposal</b>
<b>Experience and Expertise of the Proposed Resources</b>					
<b>RT1</b>	<p>The bidder <b>must</b> clearly demonstrate using project summaries, the proposed resource's translation experience, French to English or English to French.</p> <p><b>Maximum 20 points per proposed resource, total maximum point for RT1 40 points</b></p> <p>5 points for 5–10 years' experience            10 points for 10-15 years' experience            15 points for 15+ years' experience</p> <p>*Extra 5 points for TDG experience</p>	<b>20</b>		<b>20</b>	
<b>RT2</b>	<p>In order to evaluate the translation expertise of each proposed resource, Transport Canada will evaluate the two (2) samples provided by the bidder in MT6.</p> <p>Each Sample will be rated on the basis of:</p> <ul style="list-style-type: none"> <li>• Consistent format from the source document (2 points)</li> <li>• Accuracy, clarity and style (2 points)</li> <li>• Consistency of meaning between texts (2 points)</li> <li>• Terminology accuracy (2 points)</li> </ul> <p><b>Maximum 8 points per proposed resource, total maximum point for RT2 16 points</b></p>	<b>8</b>		<b>8</b>	
<b>RT3</b>	<p>The bidder <b>must</b> clearly demonstrate using project summaries the proposed resource's experience translating technical/specialized documents.</p> <p><b>Maximum 20 points per proposed resource, total maximum points for RT3 40 points</b></p> <p>5 points for 5–10 years' experience            10 points for 10-15 years' experience            15 points for 15+ years' experience</p>	<b>20</b>		<b>20</b>	

Point Rated Technical Criteria	Max Points Proposed Resource #1	Cross Reference in Proposal	Max Points Proposed Resource #2	Cross Reference in Proposal
<b>Experience and Expertise of the Proposed Resources</b>				
<p>*Extra 5 points for TDG experience</p> <p>Reference back to project summaries</p>				
<p><b>RT4</b> The bidder <b>must</b> clearly demonstrate using project summaries the proposed resource's experience translating technical/specialized documents related to Dangerous Goods.</p> <p><b>Maximum 30 points per proposed resource, total maximum points for RT4 60 points;</b>  10 points for 5–10 years' experience  20 points for 10-15 years' experience  30 points for 15+ years' experience</p> <p>*For each resource, bidder <b>must</b> provide an example of a document that the resource has translated as well as the source document; along with a reference that can validate the work.</p>	<b>30</b>		<b>30</b>	
<p><b>RT5</b> Bidder may propose up to four (4) additional resources.</p> <p><b>Maximum of 20 points</b>  5 points per additional resource who meet <b>ALL</b> of the following:</p> <p>In order to achieve points, each additional proposed resource <b>must</b>:</p> <ul style="list-style-type: none"> <li>- meet mandatory requirements M1 through M5</li> <li>- obtain a minimum of 5 point score for RT1 &amp; RT3</li> <li>- obtain a minimum of 5 point score for RT2; and</li> <li>- obtain a minimum of 10 point score for RT4</li> </ul>	<b>20</b>			
<p><b>RT6</b> Quality Control Process  The bidder <b>must</b> include a quality control process that complies with ISO 17000.</p> <p>In order to evaluate the translation</p>	<b>15</b>			

Point Rated Technical Criteria		Max Points Proposed Resource #1	Cross Reference in Proposal	Max Points Proposed Resource #2	Cross Reference in Proposal
<b>Experience and Expertise of the Proposed Resources</b>					
	<p>expertise, Transport Canada will evaluate the quality control process provided by bidder to satisfy MT7.</p> <p>Points to be awarded as follows: Does it meet the ISO 17100 (15 points)</p>				
<b>Maximum Score</b>		<b>191</b>			

**TRANSPORT CANADA**

**APPENDIX "D"**

**BASIS OF SELECTION METHOD**

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

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

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

**TRANSPORT CANADA**

**APPENDIX "E"**

**GENERAL CONDITIONS**

**PROFESSIONAL SERVICES**

**1. Interpretation**

In the Purchase Order,

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

## 2. Priority of Documents

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

## 3. Successors and Assigns

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

## 4. Assignment, Subcontracting and Novation

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

## 5. Time of the Essence

### 5.1. Time is of the essence of the Contract.

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

- 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

## **6. Indemnification**

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

## **7. Notices**

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

## **8. Termination or Suspension**

- 8.1. **The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.**
- 8.2. **All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.**
- 8.3. **In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.**
- 8.4. **Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.**

- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

## **9. Termination due to Default of Contractor**

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

## **10. Records to be kept by Contractor**

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the

authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

## **11. Ownership of Intellectual and Other Property including Copyright**

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

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

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

## **12. Conflict of Interest and Post-Employment Measures**

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

**13. Contractor Status**

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

**14. Warranty by Contractor**

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

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

**15. Member of House of Commons**

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

**16. Amendments**

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

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

**17. Entire Agreement**

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

**18. Payment by the Minister**

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

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

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

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

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

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

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

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

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

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

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

## **19. Payment of Interest on Overdue Accounts**

**19.1. For the purposes of this Article:**

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

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

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

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

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

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

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

**20. Schedule and Location of Work**

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

**21. No Other Benefits**

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

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

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

**23. Minister's Responsibilities**

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

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

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

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

**TRANSPORT CANADA**

**APPENDIX "F"**

**SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY**

**Re: Request for Proposals T8080-180760**

**TRANSLATION SERVICES FOR THE TRANSPORTATION DANGEROUS GOODS  
DIRECTORATE, TRANSPORT CANADA**

The Consultant hereby agrees:

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

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

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

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

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

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

**TRANSPORT CANADA**  
**APPENDIX "G"**  
**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Invitation to Tender

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

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

**2. TENDER CLOSING**

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

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

**3. TENDER OPENING**

In the case of a Public Tender Opening

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

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

**4. OFFICIAL TENDER FORMAT**

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

**5. QUESTIONS DURING TENDER PERIOD**

Questions during the tender period must be submitted in writing.

**6. REVISION OF TENDERS**

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

## **7. TENDER SECURITY**

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

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

## **8. CONTRACT SECURITY**

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

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

## **9. INSURANCE**

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

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

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

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

## **10. SIGNING OF DOCUMENTS**

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

## **11. TENDER VALIDITY PERIOD**

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

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

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

## **12. INCOMPLETE TENDERS**

12.1. Incomplete or conditional tenders will be rejected.

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

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

## **13. REFERENCES**

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

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

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

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

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

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

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

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

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

**IMPORTANT:**

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

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

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

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

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

**COMMENTS:**

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

## TRANSPORT CANADA

### APPENDIX "I"

#### PROGRAM FOR EMPLOYMENT EQUITY

##### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTE - NOTA**

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

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

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

OR - OU

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

OR - OU

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

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

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

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

**OBJECTIVE**

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

**DESCRIPTION**

Suppliers of goods and services to the federal government that

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

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

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

**REQUIREMENTS**

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

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

**OPERATION**

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

- Certification
- Implementation
- Compliance Review

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

**Step 1: Certification**

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

## Step 2: Implementation

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

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

## Step 3: Compliance Review

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

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

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

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

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

## APPEALS AND SANCTIONS

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

## FCP CRITERIA FOR IMPLEMENTATION

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

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

### **Criterion 1: Communication of Employment Equity to Employees**

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

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

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

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

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

### **Criterion 3: Collection and Maintenance of Workforce Information**

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

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

### **Criterion 4: Workforce Analysis**

Contractors can fulfill this criterion by

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

### **Criterion 5: Employment Systems Review**

Contractors can fulfill this criterion by

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

### **Criterion 6: Establishment of Goals**

Contractors can fulfill this criterion by establishing

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

### **Criterion 7: Development of an Employment Equity Plan**

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

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

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

### **Criterion 8: Adoption of Positive Policies and Reasonable Accommodation**

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

### **Criterion 9: Establishment of a Positive Work Environment**

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

### **Criterion 10: Adoption of Monitoring Procedures**

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

### **Criterion 11: Authorization to Enter Premises**

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

Labour Branch

Direction générale du travail

Federal Contractors  
Program

Programme de contrats fédéraux

### Certificate of Commitment to Implement Employment Equity

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

Protected "B" *when completed*

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

***Financial Administration Act***

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

Yes [ ] / No [ ]

Comments:

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***Criminal Code***

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

Yes [ ] / No [ ]

Comments:

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

***Criminal Code***

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

Yes [ ] / No [ ]

Comments:

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***Competition Act***

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

Yes [ ] / No [ ]

Comments:

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***Corruption of Foreign Public Officials Act***

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

Yes [ ] / No [ ]

Comments:

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**Controlled Drugs and Substances Act**

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

Yes [ ] / No [ ]

Comments:

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**Other acts**

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

Yes [ ] / No [ ]

Comments:

**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR  <b>TRANSLATION SERVICES FOR THE  TRANSPORTATION DANGEROUS GOODS  DIRECTORATE, TRANSPORT CANADA</b>
NUMBER – NUMÉRO <b>T8080-180760</b>
DATE DUE - DÉLAI April 29, 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)