



Transports
Canada

Transport
Canada

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

July 10, 2019

Subject: Emergency Management Training (EOC Series)

Dear Sir or Madam:

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

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-180820-1**", 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 **August 21st, 2019**. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

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

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

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

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

ENVELOPE 1 - TECHNICAL PROPOSAL

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

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

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 upon request.

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 Trevor Hardman, Transport Canada, E-mail: trevor.hardman@tc.gc.ca, and must be received before 12:00 hours (noon) EDT on **August 13th, 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 Trevor Hardman by email or by phone at 431 335-3874.

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)

Trevor Hardman
Transport Canada Contracting Specialist
330, Sparks Street Place de Ville – Tower C
Ottawa, Ontario - K1A 0N5
Tel.: 431 338-3574
E-Mail: trevor.hardman@tc.gc.ca

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

OFFER OF SERVICES

APPENDIX "A"

STATEMENT OF WORK

APPENDIX "B"

EVALUATION CRITERIA

APPENDIX "C"

SELECTION CRITERIA

APPENDIX "D"

GENERAL CONDITIONS

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APPENDIX "F"

THE FEDERAL CONTRACTORS
PROGRAM FOR EMPLOYMENT EQUITY

APPENDIX "G"

BIDDER'S DECLARATION

APPENDIX "H"

SAMPLE RETURN ENVELOPE FORMAT

ATTACHEMENT 1 TO APPENDIX A

TRANSPORT CANADA

APPENDIX "A"

OFFER OF SERVICES

OFFER FOR: **Emergency Management Training (EOC Series)**

OFFER SUBMITTED BY:

(Name of Company)

(Complete Address)

GST Number _____

PBN Number _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

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".

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";

1. **Contract Period**

3.1 **Contract Period:**

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

- i. The "Contract Period", which begins on the date of Contract award to March 31, 2020.
- ii. TC reserves the right to exercise two (2) additional twelve (12) month periods from April 1, 2020 to March 31, 2021 and subsequently from April 1, 2021 to March 31, 2022.

2. **Cost Proposal**

4.1 **Professional Services and Associated Costs**

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

3. **Method of Payment**

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

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

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

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

5. **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.

6. **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.

7. **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.

8. **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.

9. 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)

ANNEX “A-1”

PRICE BREAKDOWN FOR T8080-180820-1: Emergency Management Training (EOC Series)

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

All travel costs must be excluded in the cost of the course. Any payment for travel and living expenses must be made in accordance to the terms of payment and the National Joint Council Travel Directive.

Initial Contract Period (Contract award to March 31, 2020)

Course	Estimated amount of Courses	Price <u>Per</u> Course
EOC Fundamentals (Level 2)	14 to 15	
EM position specific: Operations (Level 3)	7-8	
EM position specific: Planning (Level 3)	7-8	
EM position specific: Logistics (Level 3)	7-8	
Train the Trainer	Ad hoc – 4 to 6 candidates	

Optional Contract Period 1 (April 1, 2020 to March 31, 2021)

Course	Estimated amount of Courses	Price <u>Per</u> Course
EOC Fundamentals (Level 2)	14 to 15	
EM position specific: Operations (Level 3)	7-8	
EM position specific: Planning (Level 3)	7-8	
EM position specific: Logistics (Level 3)	7-8	
Train the Trainer	Ad hoc – 4 to 6 candidates	

Optional Contract Period 2 (April 1, 2021 to March 31, 2022)

Course	Estimated amount of Courses	Price <u>Per</u> Course
EOC Fundamentals (Level 2)	14 to 15	
EM position specific: Operations (Level 3)	7-8	
EM position specific: Planning (Level 3)	7-8	
EM position specific: Logistics (Level 3)	7-8	
Train the Trainer	Ad hoc – 4 to 6 candidates	

TRANSPORT CANADA

APPENDIX “B”

STATEMENT OF WORK

Emergency Management Training (EOC Series)

1. Background

Transport Canada (TC) is in the process of modernizing and standardizing its Emergency Management capability across the department. One of the elements that needs to be renewed and re-aligned to increase its effectiveness and interoperability is the establishment and coordination of Emergency Operations Centers across Canada, across departments, at all levels of government.

The Office of Incident Management (OIM) was given the mandate to lead this modernization through building strong partnerships, creating good situational awareness and using a systems approach to develop emergency management policies, processes and tools that align and support departmental and whole-of-community response activities.

In order to build capacity for response to transportation emergencies in Canada and to provide site support to TC emergency management members in Canada and abroad, the Office of Incident Management (OIM) has committed to lead the implementation of Standardized EOC training. In response to an emergency, TC persons occupying roles in the Emergency Operations Center (EOC) will be required to have varying levels of training. The more of a leadership role in the EOC, the greater the amount of functional training is required to fulfil those duties.

2. Objectives

The objective is to hire a contractor that will deliver training on/ and train TC management and operational staff in/ the specifics of Emergency Management (EM). TC may, at its discretion, fill the sessions to capacity with other partners (students) who may be involved in emergency responses. Courses to be delivered range from introductory to the higher levels of site support. Subjects that must be addressed include – Emergency Operations Centre (EOC) and EOC: positions specific.

3. Services and requirements

The Contractor will:

- a) Provide qualified (Refer to Section 7. Required Resources) resources/instructors/ facilitators for the delivery, development and implementation of the training/services. The contractor must have at least 3 qualified resources/instructors/ facilitators available. Two of the resources must be capable of delivering in English and one resource must be capable of delivering instruction in French. For onsite course deliveries, with up to a maximum of 30 participants, only one instructor is required.

- b) Be an accredited post-secondary educational institution (PSEI), who teaches Emergency Management and is listed on the Government of Canada’s website of designated educational institutions: <https://www.canada.ca/en/employment-social-development/programs/post-secondary/designated-schools.html>
- c) The PSEI (Provider) must have a mechanism in place enabling them to assess and/or train selected TC personnel to become certified to provide select courses to TC audiences.
- d) Provide customization to course scenarios and exercises to meet the specific needs of Emergency Management affecting Transportation Systems/Transport Canada.
- e) Provide TC with a copy of the learning assessment/exam two weeks prior to the delivery of the course. TC must concur in writing that the learning assessment/exam will provide evidence of having met the objectives of the course.
- f) Provide course participants with a learning assessment/exam and related educational credit.
- g) Advise via email of completion and course credit to all participants who receive a grade of 70% or higher on their learning assessment. (Work in collaboration with Transport Canada to establish a mechanism to ensure both parties are comfortable with the identified threshold and method chosen to communicate results to participants).
- h) Administer and evaluate any follow up exams that may be required for participants who are not successful in their first attempt at the exam.
- i) Provide copies of all student evaluations to TC.
- j) Provide student manuals to TC in Ottawa or to a site as stipulated by TC prior to the course delivery date.
- k) Provide “authorized provider packages” when requested, which TC will use to deliver with its own trainers.
- l) Be prepared to conduct several training courses consecutively in any Canadian city as requested by TC.
- m) Schedule instructors for each delivery as determined by TC: One instructor to deliver alone; one instructor to co-deliver with a TC instructor.

The Contractor must have the capacity to provide at minimum the following Emergency Management Training sessions across the country as identified below. The locations and dates will be determined by TC, based on anticipated need. (Refer to 3.1 Examples of required training)

Course	Minimum	Maximum
EOC Fundamentals (Level 2)	14	15
EM position specific: Operations (Level 3)	7	8
EM position specific: Planning (Level 3)	7	8
EM position specific: Logistics (Level 3)	7	8
Exercises Level 1	1	2
Exercises Level 2	1	2
Exercises Level 3	1	2
Train the Trainer	Ad hoc - 4 candidates	Ad hoc - 6 candidates

The Contractor must provide EM training-related services to TC Manager, Office of Incident Management or his/her representative(s) for the Contract period. Reporting to the Manager, Office of Incident Management, the Contractor’s resources must:

- Participate in a kick-off meeting, in person or via video-conference, with the Project Authority or designate within one week of Contract Award.
- Coordinate with the Project Authority or his/her representative(s) to review proposed schedule for in-class training and follow-up with a work plan including the schedule for the year and identifying instructor resources for each offering within one week of Contract Award.
- Provide the Project Authority with an implementation plan to ensure a Train-the-Trainer model can be implemented early in the contract (ideally, implementation should start within one month following contract award).
- Provide all required course materials to the Project Authority or designate in English within 1 week of contract award and in French two weeks prior to scheduled French delivery.
- Provide course participants with a standardized course evaluation and return completed evaluations along with consolidated feedback to the Project Authority.
- Track and report back, to the Project Authority within 5 days after each course delivery, any noteworthy questions or concerns that come up during course delivery.
- Document, track, and report back to the Project Authority a complete list of course participants for each session (including any non-TC participants). Additionally identifying whether participants were successful or not within 5 business days following either course completion or completion of associated course assignment.
- Provide standardized electronic course certificates to TC for each successful participant within 5 business days of course completion or completion of associated course assignment in Portable Document Format (PDF).
- Plan ahead to meet pre-identified training requirements and coordinate in accordance with the language requirements outlined in Section 13 of this document (Delivery Schedule and Locations).

TC will:

- Provide all classroom equipment requested by the Contractor, with the exception of laptops, after coordination with Project Authority prior to each course.
- Be responsible for the following logistics and coordination:
 - Reserving appropriately equipped rooms (including projector, white screen, flipcharts, markers, extension cords);
 - Sending out training invitations and generating participant lists for each course/session;
 - Requesting confirmation of successful completion of prerequisites prior to loading any participant onto any of the courses; and
 - Coordinating travel required for TC personnel or other participants to attend training.
- Advise of student manual delivery shipment location – Ottawa or any other Canadian city, at the latest, 30 days prior to course delivery.
- Will request for additional course delivery at the latest, 30 days prior to hosting additional delivery.
- Identify a minimum of four individuals (three individuals to support with English deliveries and one individual to support with French deliveries) to become certified instructors with the contractor, via implementation of contractor’s proposed train-the-trainer program.

3.1 Examples of required Training

Emergency Operations Centre: (Site Support training)

Level 1 provides information on the roles and responsibilities of an EOC during major events/emergencies. It details internal and external communication processes. Suggested participants include all personnel that could be supported by the EOC or identified to work in the EOC. This should be a half day course with a written exam.

Level 2 provides information on how the EOC operates during major events/emergencies and how site support is given in the ICS model of operation. Suggested participants include all personnel who would be working in an EOC in the event of an emergency. As the roles within the EOC structure require varying degrees of formal/practical training, it is necessary that the courses be structured to satisfy those requirements. Thus at the general staff levels, the requirement may only be at Level 2. This should be a maximum two day course with a written exam.

Level 3 provides information on the specific roles and responsibilities of each EOC Section Chief. Suggested participants include all personnel who would be assuming the role of a Section Chief or would take responsibility of a position within the Management Section in the EOC in the event of an emergency. Staffing, relevant forms, section setup, branch duties and equipment needs are clearly defined for each position. This should be offered in modules of a maximum of two days each – with each session focusing on the skills and knowledge of its respective position (Operations, Planning, Logistics and Finance).

Train the Trainer

The Project Authority will identify a individuals to become a certified instructors with the contractor. Both parties will assess the individuals' credentials and determine suitability. Upon agreement, the Contractor will then provide a "train the trainer" session followed by a co-teach session for each course or courses requested by the Project Authority. This process should be 2 to 3 days plus the co-teach session for each course or courses requested by the Project Authority.

NOTE: All of the above course descriptions are examples of course content, context, participants, duration and evaluation criteria. The contractor is to produce their own descriptions of their courses as per Required Supporting Documentation (Annex A – Tables 1, 2 and 3).

4. Scope

- All work will be in adherence to the Values and Ethics Code for the Public Sector <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25049>.
- The number of participants per delivery will not exceed 30 per course and it should be expected that the maximum number of 30 participants will be reached for each delivery.
- Training seats may, at TC's sole discretion, be made available to other government departments and interagency representatives.
- Each course delivery will be in accordance with the language requirements outlined in Section 5 of this document (Delivery Schedule and Locations).
- The Project Authority will determine when and where a delivery is required, based on training needs.

5. Delivery Schedule and Locations

All deliverables other than courses will be submitted to the Manager, Office of Incident Management or his/her representative(s) electronically via e-mail in a recent version of MS Office software with the exception of printable student certificates, which will be delivered electronically via e-mail in Portable Document Format (PDF). These deliverables include:

1. The Work Plan – Article 3.
2. Changes to course material
3. Reports on noteworthy questions

4. List of course participants
5. Student Certificates
6. Quality findings – Article 9

Course deliveries will be adjusted as agreed upon during the initial planning and coordination meeting based on anticipated needs.

The anticipated start date is September 10 2019, and all courses should be delivered no later than February 28, 2020. The Contractor must provide the following course sessions:

Table 1: Course Delivery Sessions per region

The level of effort is only an estimate made in good faith and is not to be considered in anyway as a commitment from the Government of Canada.

Courses deliveries will be restricted to the following locations:

- NCR: Ottawa
- Ontario Region: Mississauga/Toronto
- Atlantic Region: Moncton/Dartmouth
- Pacific Region: Vancouver/Port Hardy
- Prairies and Northern Region: Edmonton, Winnipeg
- Quebec Region: Dorval

Table 2: Anticipated deliveries per region

EOC Fundamentals				
Region	Minimum		Maximum	
	English	French	English	French
NCR (Ottawa)	1		1	
ONT (Mississauga/Toronto)	3		4	
ATL (Moncton/Dartmouth)	2		2	
PAC (Vancouver)	4		4	
PNR (Edmonton/Winnipeg)	3		3	
QUE (French) (Dorval)		1		1
Subtotal	13	1	14	1
Total	14		15	

EM position specific: Operations (Level 3)				
Region	Minimum		Maximum	
	English	French	English	French
NCR (Ottawa)	1		1	
ONT (Toronto and/or Mississauga)	2		2	
ATL (Halifax and/or Moncton)	1		2	
PAC (Vancouver)	1		1	
PNR (Edmonton or Winnipeg)	1		1	
QUE (French) (Dorval)		1		1
Subtotal	6	1	7	1

Total	7	8
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EM position specific: Planning (Level 3)				
Region	Minimum		Maximum	
	English	French	English	French
NCR (Ottawa)	1		1	
ONT (Toronto and/or Mississauga)	2		2	
ATL (Halifax and/or Moncton)	1		2	
PAC (Vancouver)	1		1	
PNR (Edmonton or Winnipeg)	1		1	
QUE (French) (Dorval)		1		1
Subtotal	6	1	7	1
Total	7		8	

EM position specific: Logistics (Level 3)				
Region	Minimum		Maximum	
	English	French	English	French
NCR (Ottawa)	1		1	
ONT (Toronto and/or Mississauga)	2		2	
ATL (Halifax and/or Moncton)	1		2	
PAC (Vancouver)	1		1	
PNR (Edmonton or Winnipeg)	1		1	
QUE (French) (Dorval)		1		1
Subtotal	6	1	7	1
Total	7		8	

Table 3: Tentative training calendar

Course	Language	Dates	Location	# Delivery days
EOC Essentials	EN	September 10-11 2019	Toronto	2 Days
EOC Essentials	EN	September 17-18 2019	Vancouver	2 Days
EOC Essentials	EN	October 1-2 2019	Winnipeg	2 Days
EOC Essentials	EN	October 7-8 2019	Ottawa	2 Days
EOC Essentials + Position specific (O,P,L)	EN	October 21-25 2019	Moncton	5 Days
EOC Essentials	EN	November 19-20 2019	Edmonton	2 Days
EOC Essentials + Position specific (O,P,L)	EN	November 25-29 2019	Winnipeg	5 Days
EOC Essentials	EN	December 2-3 2019	Mississauga	2 Days
EOC Essentials + Position specific (O,P,L)	EN	January 13-17 2020	Dartmouth	5 Days
Position specific (O,P,L)	EN	January 21-23, 2020	Ottawa	3 Days
EOC Essentials	EN	January 30-31 2020	Vancouver	2 Days
EOC Essentials + Position specific (O,P,L)	EN	February 3-7 2020	Vancouver	5 Days

COU Fondements + Positions (O, P, L)	FR	February 5-6 2020	Dorval	2 Days
COU Positions (O, P, L)	FR	February 10-12 2020	Dorval	3 Days
EOC Essentials + Position specific (O,P,L)	EN	February 10-14 2020	Mississauga	5 Days
EOC Essentials + Position specific (O,P,L)	EN	February 24-28 2020	Toronto	5 Days

* NOTE the above schedule is tentative and provided for planning purposes, dates may be subject to change to ensure adequate and feasible timelines are secured via service provider implementation plan.

6. Cancellation and Rescheduling of Course Sessions

a. Cancellation

The following policies shall apply concerning cancellation of courses by TC:

- a. If the Department cancels up to 30 calendar days before the course start date, there will be no cost to the Department;
- b. If the Department cancels 29 to 15 calendar days before the course start date, the Department will reimburse the Contractor 30% of the unit price of the course;
- c. If the Department cancels 14 to 6 calendar days before the course start date, the Department will reimburse the Contractor 50% of the unit price of the course;
- d. If the Department cancels 5 calendar days or less before the course start date, the Department will reimburse the Contractor 100% of the unit price of the course.

b. Rescheduling

The following policies shall apply concerning the rescheduling of courses by the Department that requires changes to any of:

- o the location of deliveries;
 - o the language of deliveries; or
 - o the dates of the deliveries.
- a. If the Department reschedules a course up to 15 calendar days before the course start date, there will be no cost to the Department.
 - b. If the Department reschedules a course 14 to 6 calendar days before the course start date, the Department will reimburse the Contractor 15% of the unit price of the course.
 - c. If the Department reschedules a course 5 or less calendar days before the course start date, the Department will reimburse the Contractor 25% of the unit price of the course.

7. Required Resources

- a. Contractor must have a minimum of three qualified resources/instructors/ facilitators available.
- b. Qualified instructors must have:
 - 1. A minimum of five (5) years of experience as practitioners in the Canadian public safety/emergency management field; and
 - 2. A minimum of five (5) years of experience in facilitating, instructing and delivering education for adult learners; and
 - 3. Valid Accreditation and affiliation as a faculty member of the Contractor.

8. Travel and Living

Payment for travel and living expenses must be made in accordance to the terms of payment and the National Joint Council Travel Directive.

9. Project Schedule – Expected Start and Completion Dates

Professional Services are required from the date of contract award to March 31st 2020. TC reserves the right to exercise two (2) additional twelve (12) month periods from April 1, 2020 to March 31, 2021 and subsequently from April 1, 2021 to March 31, 2022.

10. Acceptance

The Contractor must monitor the quality of the training sessions provided by its instructors and document the findings. Copies of the documentation, detailing findings and remedial actions taken if required, are to be forwarded to the Project Authority. The Project Authority may review this documentation and require further action should it identify any deficiencies in the performed training.

All deliverables and services delivered under this Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction, or re-delivery, before payment will be authorized.

To ensure the quality of all instruction, at any time the Project Authority;

- may have a representative monitor a course at any time,
- may follow up with trainees listed on a course roster and ask questions concerning how the Contractor conducted the course,
- will review the course evaluation forms that the trainees complete, and
- may require remedial action from the Contractor if the course delivery doesn't meet the requirements of the Contract.

11. Constraints

It is anticipated that all course deliveries will be complete by February 28, 2020, and all other deliverables and invoices must be received by TC by March 14, 2020.

12. Security Clearance

There are no security requirements for this Contract.

13. Language Requirements

Training must be provided in both official languages, as per proposed tentative schedule. While most of the courses will be conducted in English, at least one of the proposed resources must be capable of delivering instruction in French for all courses tentatively scheduled to be delivered in French over the course of the contract period.

Contractor resources delivering English courses must be able to communicate effectively in English both orally and in writing at or above the Advanced Professional Proficiency level stated below. The resource(s) identified to deliver French courses must be able to communicate effectively in French both orally and in writing at or above the Advanced Professional Proficiency level 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.

14. WORK LOCATION

Training will be conducted in facilities provided by TC in the city designated for each training session. Course preparation, report preparation and any other required activity to complete the Contractor’s obligations under the Contract will be conducted at the Contractor’s facility.

15. Department Contact Information

Project Authority:

To be completed on contract award

Transport Canada
330 Sparks Street, Tower C
Ottawa, ON
K1A 0N5

TRANSPORT CANADA

APPENDIX "C"

EVALUATION CRITERIA

1. EVALUATION PROCEDURES

Proposals will be evaluated in three separate steps as follows:

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

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

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

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

2. GENERAL REQUIREMENTS

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

- 1. A description of the project, and the scope of services rendered and deliverables
- 2. The value of the project
- 3. If applicable: A solicitation reference number or award notice, with link to government tender site
- 4. The scale of the project (number of end users, if applicable).
- 5. The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).
- 6. A brief description of the proposed resource(s) role in the project.
- 7. The name of the client organization (to whom the proposed resource services were provided), and contact person for verification.
- 8. If the services rendered and deliverables met client expectations for time, budget, and quality of work.

The bidder may use an individual *project summary* to meet one or more of the mandatory or rated criteria. The bidder may choose to provide *project summaries* early in their proposal,

reference these when responding to individual criteria, while providing additional clarification if needed. This will help the bidder avoid repeating the same information multiple times.

3. MANDATORY REQUIREMENTS

The Bidder must include the following Mandatory Criteria table in their proposal **for each of the resources** identified in Table 1 below, with the exception of **M1** which need only be provided once, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. All instructors proposed by the Bidder in its overview plan must meet the Mandatory Criterion M2 and M3, however only the resources/instructors/facilitators identified for evaluation will be evaluated against the Rated Criteria.

Cited Projects: All client contact names provided for any cited projects must be employees of the stated organization. Projects submitted for consideration must be from client(s) external to the Bidder's organization. The following project summaries will not be considered: any organization that is related to the Bidder (e.g.: parent company or subsidiary of the Bidder, Bidder's internal clients, and subcontractors).

M1 MANDATORY CORPORATE REQUIREMENT

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	<p>Understanding the Requirement.</p> <p>The Bidder must demonstrate that it is capable of providing the required services necessary to satisfy this requirement as detailed in Article 3 of the SOW (see details below). The proposal must include a project overview plan that shows the Bidder can deliver at minimum all of the courses tentatively scheduled, in various locations and within the anticipated timeframe, in accordance with Article 5 of the SOW. Contractor must have a minimum of two (2) qualified resources/instructors/ facilitators available for courses in English and one (1) qualified resource/instructor/ facilitator available for courses in French. All resources/instructors/facilitators proposed to implement the course schedule must meet the mandatory requirements M2 and M3 below. The plan must detail the Quality Control methods that will be applied to the delivery of courses, and also detail the anticipated classroom equipment requirements that will be requested from TC.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

M1 MANDATORY CORPORATE REQUIREMENT – SOW SECTION 3 DETAILS

Item	Mandatory Requirement	Compliant (Yes/No)
a)	Does the bidder have at least two (2) qualified resources/instructors/ facilitators in English and one (1) qualified resource/instructor/ facilitator available for courses in French.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	Is the bidder an accredited post-secondary educational institution (PSEI), who teaches Emergency Management and is listed on the Government of Canada's website of designated educational institutions: https://www.canada.ca/en/employment-social-development/programs/post-secondary/designated-schools.html	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	Does the bidder (PSEI Provider) have a mechanism in place enabling them to assess and/or train and enable selected TC personnel to become certified to provide select courses to TC audiences.	<input type="checkbox"/> Yes <input type="checkbox"/> No
d)	Is the bidder able to provide customization to course scenarios and exercises to meet the specific needs of Emergency Management affecting Transportation Systems/Transport Canada.	<input type="checkbox"/> Yes <input type="checkbox"/> No
e)	Is the bidder engaged to provide TC with a copy of the learning assessment/exam two weeks prior to the delivery of the course. TC must concur in writing that the learning assessment/exam will provide evidence of having met the objectives of the course.	<input type="checkbox"/> Yes <input type="checkbox"/> No
f)	Is the bidder able to provide course participants with a learning assessment/exam and related educational credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
g)	Is the bidder able to advise via email of completion and course credit to all participants who receive a grade of 70% or higher on their learning assessment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
h)	Is the bidder able to administer and evaluate any follow up exams that may be required for participants who are not successful in their first attempt at the exam.	<input type="checkbox"/> Yes <input type="checkbox"/> No
i)	Is the bidder able to provide copies of all student evaluations to TC.	<input type="checkbox"/> Yes <input type="checkbox"/> No

j)	Is the bidder able to provide student manuals to - the training delivery site as stipulated by TC.	<input type="checkbox"/> Yes <input type="checkbox"/> No
k)	Is the bidder able to provide “authorized provider packages” when requested, which TC will use to deliver with its own trainers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
l)	Is the bidder able to conduct several training courses consecutively in any Canadian city as requested by TC.	<input type="checkbox"/> Yes <input type="checkbox"/> No
m)	Is the bidder able to schedule instructors for each delivery as determined by TC: One instructor to deliver alone; one instructor to co-deliver with a TC instructor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
n)	Does the Bidder's plan detail the Quality Control methods that will be applied to the delivery of courses, and also detail the anticipated classroom equipment requirements that will be requested from TC.	<input type="checkbox"/> Yes <input type="checkbox"/> No
o)	Does the Bidder's proposal include a project overview plan that shows the Bidder can deliver all of the courses in the various locations and within the anticipated timeframe in accordance with Article 5 of the SOW.	<input type="checkbox"/> Yes <input type="checkbox"/> No
p)	Is the bidder able to provide an implementation plan to TC, that will ensure a Train-the-Trainer model can be implemented early in the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No

M2 & M3 MANDATORY REQUIREMENTS RESOURCE #1

RESOURCE/INSTRUCTOR/FACILITATOR - ENGLISH

Proposed Resource: _____

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M2	<p>Qualified resources/instructors/ facilitator must have:</p> <ol style="list-style-type: none"> 4. A minimum of five (5) years of experience as practitioners in the Canadian public safety/emergency management field; 5. A minimum of five (5) years of experience in facilitating, instructing and delivering education for adult learners; and 6. A valid Accreditation and affiliation as a faculty member of the Contractor. <p>A copy of a letter, certification or other proof issued by the appropriate authority must be attached to the proposal. As well as the resource's resume.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Language.</p> <p>The Bidder must demonstrate that the proposed resource can operate at an advanced level in English for each English delivery for all proposed courses.</p> <p>Note: for the purpose of this M3, advanced level is measured in terms of oral, comprehension, and written skills as per Article 13. Language Requirements, of the SOW.</p> <p>The Bidder must provide the following information for each resource to confirm their language ability :</p> <ul style="list-style-type: none"> • Course title, date and location; • Name of the client organization that received the training, and the name and current telephone number and email address of contact in the client organization. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

M2 & M3 MANDATORY REQUIREMENTS RESOURCE #2

RESOURCE/INSTRUCTOR/FACILITATOR - ENGLISH

Proposed Resource: _____

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M2	<p>Qualified resources/instructors/ facilitator must have:</p> <ol style="list-style-type: none"> 1. A minimum of five (5) years of experience as practitioners in the Canadian public safety/emergency management field; 2. A minimum of five (5) years of experience in facilitating, instructing and delivering education for adult learners; and 3. A valid Accreditation and affiliation as a faculty member of the Contractor. <p>A copy of a letter, certification or other proof issued by the appropriate authority must be attached to the proposal. As well as the resource's resume.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Language.</p> <p>The Bidder must demonstrate that the proposed resource can operate at an advanced level in English for each English delivery for all proposed courses.</p> <p>Note: for the purpose of this M3, advanced level is measured in terms of oral, comprehension, and written skills as per Article 13. Language Requirements, of the SOW.</p> <p>The Bidder must provide the following information for each resource to confirm their language ability :</p> <ul style="list-style-type: none"> • Course title, date and location; • Name of the client organization that received the training, and the name and current telephone number and email address of contact in the client organization. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

M2 & M3 MANDATORY REQUIREMENTS RESOURCE #3

RESOURCE/INSTRUCTOR/FACILITATOR - FRENCH

Proposed Resource: _____

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M2	<p>Qualified resources/instructors/ facilitator must have:</p> <ol style="list-style-type: none"> 1. A minimum of five (5) years of experience as practitioners in the Canadian public safety/emergency management field; 2. A minimum of five (5) years of experience in facilitating, instructing and delivering education for adult learners; and 3. A valid Accreditation and affiliation as a faculty member of the Contractor. <p>A copy of a letter, certification or other proof issued by the appropriate authority must be attached to the proposal. As well as the resource's resume.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Language.</p> <p>The Bidder must demonstrate that the proposed resource can operate at an advanced level in French for each French delivery for all proposed courses.</p> <p>Note: for the purpose of this M3, advanced level is measured in terms of oral, comprehension, and written skills as per Article 13. Language Requirements, of the SOW.</p> <p>The Bidder must provide the following information for each resource to confirm their language ability :</p> <ul style="list-style-type: none"> • Course title, date and location; • Name of the client organization that received the training, and the name and current telephone number and email address of contact in the client organization. 	<input type="checkbox"/> Yes <input type="checkbox"/> No	

TRANSPORT CANADA
APPENDIX "D"
BASIS OF SELECTION METHOD

BASIS OF SELECTION

1. To be declared responsive, a bid must:

- i. comply with all the requirements of the bid solicitation; and
- ii. meet all mandatory criteria.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Notes:

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

TRANSPORT CANADA
APPENDIX "E"
GENERAL CONDITIONS
PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

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

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

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

5. Time of the Essence

5.1. Time is of the essence of the Contract.

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

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

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

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

6. Indemnification

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

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

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

7. Notices

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

8. Termination or Suspension

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

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

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

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

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

- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.
11. Ownership of Intellectual and Other Property including Copyright
- 11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.
- 11.2. Technical documentation shall contain the following copyright notice:
- HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport
- 11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.
12. Conflict of Interest and Post-Employment Measures
- 12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
- 12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.
- 12.4. It is a term of the Contract that no individual, for whom the provisions of the Conflict of Interest Act apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the Act.

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

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

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

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

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

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

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

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

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

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

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

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

23. Minister's Responsibilities

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

24. Public Disclosure

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

25. Integrity Provisions

25.1 Statement

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

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

25.2 List of Names

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

25.3 Information Verification

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

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

25.4 Lobbying Act

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

25.5 Canadian Offences Resulting in Legal Incapacity

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

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

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

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

25.6 Canadian Offences

The Contractor has certified that:

- 25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
- 25.6.1.1 section 119 (Bribery of judicial officers, etc.), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code, or
 - 25.6.1.2 section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of the Competition Act, or
 - 25.6.1.3 section 239 (False or deceptive statements) of the Income Tax Act, or
 - 25.6.1.4 section 327 (False or deceptive statements) of the Excise Tax Act, or
 - 25.6.1.5 section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the Corruption of Foreign Public Officials Act, or
 - 25.6.1.6 section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act, or
- 25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

25.7 Foreign Offences

The Contractor has certified that:

- 25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
- 25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;
 - 25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;
 - 25.7.1.3 the court's decision was not obtained by fraud; and

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

25.8 Ineligibility to Contract with Canada

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

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

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

- 25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

- 25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
- 25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

- 25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the Ineligibility and Suspension Policy, it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:

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

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

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

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

25.9 Declaration of Offences Committed

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

25.10 Period of Ineligibility

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

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

25.11 Canadian Pardons

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

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

25.12 Foreign Pardons

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

25.13 Period of Ineligibility for Breaching Administrative Agreements

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

25.14 Obligations on Subcontractors

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

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

TRANSPORT CANADA
APPENDIX "F"
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 as instructed making use of any templates or forms provided.

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

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

8. CONTRACT SECURITY

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

9. INSURANCE

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

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

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

11. SIGNING OF DOCUMENTS

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

12. TENDER VALIDITY PERIOD

- 12.1 Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 120 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 120-day period for acceptance of tenders for a further 120-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.
- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial

notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

13. INCOMPLETE TENDERS

13.1. Incomplete or conditional tenders will be rejected.

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

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

14. REFERENCES

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

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

APPENDIX "G"

PROGRAM FOR EMPLOYMENT EQUITY

<p align="center">FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS</p>	<p align="center">PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI AVIS IMPORTANT AUX SOUSSIONNAIRES</p>
<p>The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a precondition to the validation of their bids. Your organization is covered by this program:</p>	<p>En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:</p>
<p>1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;</p>	<p>1. SI VOUS SOUSSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET</p>
<p>2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA</p>	<p>2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE</p>
<p>If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.</p>	<p>Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. Veuillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.</p>
<p>Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. The completed form must always be returned with your bid.</p>	<p>Veuillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. Le présent formulaire doit toujours être joint à votre soumission.</p>
<p>*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.</p>	<p>*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.</p>

NOTE - NOTA

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

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

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

OR - OU

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

OR - OU

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

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

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

FEDERAL CONTRACTORS PROGRAM INFORMATION FOR SUPPLIERS AND CONTRACTORS OBJECTIVE

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

DESCRIPTION

Suppliers of goods and services to the federal government that

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

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

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

REQUIREMENTS

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

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

OPERATION

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

- Certification
- Implementation
- Compliance Review

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

Step 1: Certification

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

Step 2: Implementation

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

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

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

Step 3: Compliance Review

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

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

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

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

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

APPEALS AND SANCTIONS

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

FCP CRITERIA FOR IMPLEMENTATION

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

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

Criterion 1: Communication of Employment Equity to Employees

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

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

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

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

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

Criterion 3: Collection and Maintenance of Workforce Information

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

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

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

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

Criterion 9: Establishment of a Positive Work Environment

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

Criterion 10: Adoption of Monitoring Procedures

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

Criterion 11: Authorization to Enter Premises

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

Human Resources
Development Canada

Développement des ressources
humaines Canada

OFFICIAL USE
ONLY
CERTIFICATE
NO.

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats fédéraux

Certificate of Commitment to Implement Employment Equity

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

Criteria for Implementation

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

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

APPENDIX "H"
BIDDER'S DECLARATION

Protected "B" when completed

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

Financial Administration Act

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

Yes [] / No [] Comments:

Criminal Code

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

Yes [] / No []

Comments:

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

Criminal Code

- 119: Bribery of judicial officers,
- 120: Bribery of officers
- 346: Extortion
- 366 to 368: Forgery and other offences resembling forgery
- 382: Fraudulent manipulation of stock exchange transactions
- 382.1: Prohibited insider trading

- 397: Falsification of books and documents
- 422: Criminal breach of Contract
- 426: Secret commissions
- 462.31: Laundering proceeds of crime
- 467.11 to 467.13: Participation in activities of criminal organization

Yes [] / No []

Comments:

Competition Act

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

Comments:

Corruption of Foreign Public Officials Act

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

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

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

Yes [] / No []

Comments:

Other acts

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

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

Integrity, Departmental Oversight Branch,

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Emergency Management Training (EOC Series)
NUMBER - NUMÉRO T8080-180820-1
DATE DUE - DÉLAI August 21, 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)

Attachment 1 to Appendix B

TABLE 1

Emergency Operations Centre (Site Support Training) - Contractor On-Site delivery . Includes all course material, material shipment fees, books, course delivery, evaluation, certificates and instructor time. Set number of 30 students. For evaluation purposes only, courses will be evaluated based on one day delivery per course. Offeror must provide one price for each level of course (i.e. Level 1, Level 2, and Level 3).							
Item	Course Description	Course codes (for information only)	Number of days per course (for information only)	Year 1 price of course (based on a one day contractor delivered course) (a)	Option Year 1 price of course (based on a one day contractor delivered course) (b)	Option Year 2 price of course (based on a one day contractor delivered course) (c)	Average Price (for evaluation only) $\frac{a+b+c}{3}$
EX	Example Level X courses for Emergency Operations Centre	123EOC 134EOC 145EOC	.5 1 2				
1.1.1	Level 1 courses for Emergency Operations Centre						
1.1.2	Level 2 courses for Emergency Operations Centre						
1.1.3	Level 3 courses for Emergency Operations Centre						

TABLE 2

Emergency Operations Centre - Authorized provider packages only (NO instructor) . Includes all course materials, material shipment fees, books, evaluation and provision of certificates. Set number of 30 students. For evaluation purposes only, courses will be evaluated based on one day delivery per course. Offeror must provide one price for each level of course (i.e. Level 1, Level 2, and Level 3).							
Item	Course Description	Course codes (for information only)	Year 1 price of authorized provider package per student (a)	Option Year 1 price of authorized provider package per student (b)	Option Year 2 price of authorized provider package per student (c)	Average Price (for evaluation only) $\frac{a+b+c}{3}$	

EX	Example Level X courses for Emergency Operations Centre	123EOC 134EOC 145EOC				
1.1.1	Level 1 courses for Emergency Operations Centre					
1.1.2	Level 2 courses for Emergency Operations Centre					
1.1.3	Level 3 courses for Emergency Operations Centre					