



Transport  
Canada

Transports  
Canada

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

**March 26, 2019**

**Subject: Preliminary Feasibility of Hyperloop Technology**

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 January 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 T8080-180829**", 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 **May 10, 2019**. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

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

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

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

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



## **ENVELOPE 1 - TECHNICAL PROPOSAL**

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

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

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

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

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

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

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

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

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](mailto:trevor.hardman@tc.gc.ca), and must be received before 12:00 hours (noon) EDT on **May 1, 2019**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.



Transport  
Canada

Transports  
Canada

If other information is required, you are requested to contact Trevor Hardman 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](mailto: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	APPENDIX "E"
SUPPLEMENTARY CONDITIONS -Confidentiality Clause	APPENDIX "F"
INSTRUCTIONS TO TENDERERS	APPENDIX "G"
REQUIREMENTS FOR SIGNATURE	APPENDIX "H"
THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY	APPENDIX "I"
BIDDER'S DECLARATION	APPENDIX "J"
SAMPLE RETURN ENVELOPE FORMAT	



**TRANSPORT CANADA**

**APPENDIX "A"**

**OFFER OF SERVICES**

**OFFER FOR: Preliminary Feasibility of Hyperloop Technology**

OFFER SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Complete Address)

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

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

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



### 3. Contract Period

#### 3.1 Contract Period:

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

- i. The "Contract Period", which begins on the date of Contract award to January 31, 2020.

### 4. Cost Proposal

#### 4.1 Professional Services and Associated Costs

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

Total Cost Proposed: \_\_\_\_\_

### 5. Method of Payment

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

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

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

Milestones	Payments
<b>Payment 1 – Following completion of</b> <ul style="list-style-type: none"> <li>• Task 1 Kick Off Meeting</li> <li>• Task 2 Literature Review</li> <li>• Task 3 Assessment of Hyperloop Concept and Engineering Design</li> </ul>	35% of contract value
<b>Payment 2 – Following completion of</b> <ul style="list-style-type: none"> <li>• Task 4 – Review and Assessment of Hyperloop Economies</li> <li>• Task 5 – Regulatory Assessment and Recommendations</li> <li>• Task 6 – Review and Assessment of Hyperloop Public Benefits</li> </ul>	45% of contract value
<b>Payment 3 – Following completion of</b> <ul style="list-style-type: none"> <li>• Task 7 - Delivery of Draft Report</li> <li>• Task 8 - Delivery of Final Report</li> </ul>	20% of contract value

### 6. Provincial Sales Tax (PST)

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

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

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



or the Harmonized Sales Tax.

**8. Appropriate Law**

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

**9. Tender Validity**

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

**10. Proposal Documents**

The Contractor herewith submits the following:

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

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

**11. Signatures**

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 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 T8080-180829: Preliminary Feasibility of Hyperloop Technology**

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.

<b>Milestones</b>	Estimated level of effort from the date of contract award
<b>Task 1 - Project Kick-Off</b> <ul style="list-style-type: none"> <li>• Kick Off Meeting</li> </ul>	10 days
<b>Task 2 – Literature Review</b>	1 <sup>st</sup> month
<b>Task 3 – Assessment of Hyperloop Concept and Engineering Design</b>	3 <sup>rd</sup> month
<b>Task 4 – Regulatory Assessment and Recommendations</b>	4 <sup>th</sup> month
<b>Task 5 – Review and Assessment of Hyperloop Economies</b>	5 <sup>th</sup> month
<b>Presentation of Findings Results and Analysis</b> <ul style="list-style-type: none"> <li>• Task 6 - Delivery of Draft Report</li> <li>• Task 7 - Delivery of Final Report</li> </ul>	7 <sup>th</sup> month





**TRANSPORT CANADA**

**APPENDIX “B”**

**STATEMENT OF WORK**

**STATEMENT OF WORK**

**1.0 TITLE**

*Preliminary Feasibility of Hyperloop Technology in Canada*

**2.0 INTRODUCTION**

The Hyperloop is a new intercity transportation concept. Promoters are engineering the design to provide travellers with a travel mode featuring very high speeds, fixed guideways above and below ground, and capsule like vehicles called pods propelled within a network of looped sealed partial-vacuum tubes.

Promoters claim that this developing technology can be constructed and operated at a cost and installation footprint less than other existing technologies such as High Speed Rail or Maglev (magnetic levitation technology that uses two sets of magnets to elevate the train above the tracks and move it forward).

Transport Canada is commissioning this study and requires the services of a transportation engineering consulting firm so that the Department can be better informed on the technical, operational, economic, safety, and regulatory aspects of the Hyperloop and understand its construction requirements and commercial feasibility.

**3.0 BACKGROUND**

In 2013, Mr. Elon Musk initiated the Hyperloop concept with his publication of the *Hyperloop Alpha* paper.<sup>1</sup> It has generated considerable interest from investors, engineering firms, academia, the media, and governments. Canadian interest has also been noted by the Department.

In 2016, the National Aeronautics and Space Administration (NASA) and the U.S. Department of Transportation Volpe National Transportation Systems Center conducted a commercial feasibility of the hyperloop concept and identified a number of issues/questions that require further research in order to assess its applicability of the technology in the U.S. context.<sup>2</sup>

The Hyperloop technology is not yet proven but there are a number of test facilities around the world that have been created to test the Hyperloop theories of very low pressurized tubes, passenger capsules, elevation, propulsion, energy generation and distribution, and passenger ride quality. Media reports indicate that some technical progress has been made but it is not clear whether this progression for all subsystems elevates the Hyperloop from a concept to a near term viable technology. Also, the advantages of the Hyperloop system have not been tested in real world applications.

<sup>1</sup> [https://spacex.com/sites/spacex/files/hyperloop\\_alpha-20130812.pdf](https://spacex.com/sites/spacex/files/hyperloop_alpha-20130812.pdf)

<sup>2</sup> NASA& Volpe, Hyperloop Commercial Feasibility Analysis: High Level Overview, July 2016, DOT VNTSC-NASA 16 01.



## 4.0 OBJECTIVES

Transport Canada is requesting Professional Services for a transportation consultants to evaluate two critical Hyperloop claims:

1. The Hyperloop concept can be transformed into a viable technology that is safe for passengers and the communities where the tubes traverse, and.
2. The Hyperloop technology cost is comparable or is significantly more affordable than conventional High Speed Rail systems or developing Maglev technologies

The Hyperloop concept and evolving technology are very new and published information on the engineering details, performance issues, safety requirements, passenger ride quality, and capital and operating costs are limited. As a result, the consultant will provide Transport Canada with a high level overview.

## 5.0 SCOPE OF WORK

To answer the preceding questions, the scope of work will include four principal components:

1. Conduct a thorough literature review of all Hyperloop technologies and initiatives,
2. Review and assess the Hyperloop concept and engineering design as a unique intercity transporter,
3. Review and assess the ability of the Hyperloop to be built and operated as, or more economically than current high speed rail and/or maglev technology alternatives,
4. Recommend whether the regulatory oversight for the technology can be performed using existing railway or aviation regulations with adaptations, or whether a new modal regulatory framework would need to be established and implemented.

### 5.1 Literature Review of the Hyperloop Concept

This initial research phase is the collection of all publically available information on the Hyperloop. Among the reports the consultant will review, will be the July 2016 *NASA-VOLPE Hyperloop Commercial Feasibility Analysis: High Level Overview (DOT-VNTSC-NASAA-16-01)*.<sup>3</sup> In addition, the consultant will make inquiries with the various Hyperloop technologies to obtain additional information, necessary to make an assessment on the viability of the technology. Specific information will include:

1. Identification of all Hyperloop initiatives around the world.
  - It is not clear whether all Hyperloop initiatives originate from the Hyperloop One concept.
  - List various Hyperloop technologies.
2. Description of all feasibility studies
3. Interest from investment community
4. Interest from governments
5. Interest from stakeholders

### 5.2 Assess the Hyperloop Engineering Design and Concept

---

<sup>3</sup> <https://rosap.ntl.bts.gov/view/dot/12308>



The engineering design and concept are linked and therefore require a holistic review to determine whether the engineering design can deliver the system performance described by the concept. As well, drawing on the expertise and experiences of the consultant, the consultant is encouraged to assess the viability of the concept as a uniquely dominant intercity transporter in urban corridors, compared to current travel modes.

### 5.2.1 Engineering Design

The consultant will provide a comprehensive description and assessment of the technology that will include, but not be limited to:

- Technology components that provide the guidance, elevation, and propulsion of the capsules
- Passenger capacity of capsules
- Travel speeds
- Intervals separating each capsule departure
- Passenger capacity of the system
- Distance and time required to achieve cruising speeds subject to 0.5 G.
- Distance and time required to come to a full stop under normal operating speeds and emergency stops and equivalent G-Force of 0.5.
- Noise / Electromagnetic Impact
  - Passengers within capsule
  - Population in vicinity of stations and guideways
  - Disturbances to sensitive equipment such as in hospitals, high-technology installations, military bases

The following design characteristics were identified as potential issues that may represent challenges to Hyperloop designers.

- Capsule Capacity
  - The Capsule can accommodate 28 or 40 passengers. It is not clear what constraint limits the capacity to either 28 or 40 or numbers between those limits. This capacity limit will be examined.
- On Board Batteries
  - An estimated 4,000 kg of batteries have sufficient power to generate energy for the capsule for 45 minutes. The designers indicate that the batteries would be changed at a station.
  - The estimated trip time between Montreal and Toronto would be about 40 minutes. While this travel time appears to be sufficient to permit a single trip duration for on board batteries, it is likely that prudence will require that this time margin be increased. If the power generation cannot be increased then it will be necessary to change the batteries mid-trip. Estimate if this would require passengers to change to new capsules or can the change be effected while in station. Estimate time delays incurred by passengers.
- Oxygen Capacity and Environment Control
  - In the event of a significant depressurization leak in the capsule or the tubal network, emergency braking would halt all capsule movements and travel to the nearest station would be completed under lower speeds using battery energy and



deployed wheels to support the capsule. Estimate the time duration capacity of the capsule to maintain life support systems for the passengers.

- Evacuation Speed of Wheel Deployed Capsules
  - In the event of a situation where the tubes are significantly depressurized, requiring the system to shut down, identify the travel speed for the capsules to evacuate the passengers to the nearest station.
- Varying Speeds and Headways
  - Some Hyperloop promoters indicate that capsules entering dense urban centres would travel at reduced speeds. It is not clear whether these slower speeds in combination with other faster travelling pods would require the system to operate with longer departure headways to maintain safe intervals.

### 5.2.2 Hyperloop Concept as a Dominant Passenger Transportation Mode

The Hyperloop concept is ambitious: air travel speeds at very low cost; sufficient capacity to capture a large market share of existing travel markets; and a transportation service that responds to the needs of the intercity traveler. The consultant will provide a comprehensive description and assessment of the concept that will include, but not be limited to:

- Transportation Service Attributes
  - Typical travel trip purposes – business, leisure, tourist, visiting family, commuter, other
  - Cruising Speed
  - Trip Frequencies per hour, per day
  - Projected fare structure in a Canadian corridor – similar to current air, rail, intercity bus markets, or the very low fares referenced in the NASA/Volpe Study (\$20 US)
  - Station access estimated by number and location of stations within a metropolitan regions, and supported by public transit, auto, pedestrian, bicycle access.
  - A brief overview of the in-station passenger processing services including security screening. If possible, estimate required time duration from check-in to embarkation.
- In travel passenger amenities and passenger security features
  - Security measures assumed for travel, if any.
  - Exposure to electromagnetic forces within passenger capsules
  - The feasibility of providing passengers with emergency evacuation from station capsules, and perhaps, from capsules traveling within low pressure tubes. Would a parallel tube capable of moving passengers to the nearest escape hatch from underground be feasible? Or would prudence prevent the construction and operation of below grade passenger tubes for reasons of passenger safety and security?
- Travel experience
  - Investigate whether there any concerns about the ability of the travelling public to experience:
    - the acceleration / deceleration assumptions and ride quality
    - the confinement of an enclosed capsule
    - the challenges of being seated and alighted from the capsule.



### 5.2.3 Hyperloop Concept as a Freight Transportation Mode

Assess the ability of the Hyperloop to provide a competitive freight service in densely populated urban corridors of less than 800 kilometres or less in Canada.

- The competitive advantage that a Hyperloop freight transporter could provide in comparison to trucking for large volume lower value cargo and air travel for smaller volume higher value cargo.
- Estimate the required infrastructure a Hyperloop system would require to distribute the cargo from the Hyperloop station. Assume the location of this station is outside the central core.
- Estimate the requirement for cargo handling at stations from vehicles (trucks) into and from the freight capsules and the impact on operating costs and travel time.

### 5.3 Recommend Regulatory Framework for the Hyperloop System

Technically, the Hyperloop is neither a surface nor air travel mode. It is a hybrid air/surface travel mode. Current Transport Canada regulations that govern rail and aviation would likely require modifications to address the security and safety of the Hyperloop system. While the passenger capsules are designed to be lightweight to achieve and sustain very high travel speeds similar to commercial passenger aircraft, the levitation and propulsion guideway resemble high speed magnetic levitation technologies. Upon a careful review of the operating parameters of the Hyperloop system, the consultant will recommend how best the Department can protect the safety and security of the traveling public and the communities that will be served by the Hyperloop system.

The consultant will identify the design and operational characteristics of the Hyperloop system that will require regulatory oversight. While the Consultant is not expected to design the regulatory oversight of the Hyperloop system, the consultant will recommend if either the existing aviation or rail regulatory framework can oversee the construction and operation of the Hyperloop with identified adaptations, or whether a new transportation modal framework would be required for TC to provide the necessary Hyperloop regulatory oversight to make certain that its operation is safe and secure for the traveling public and surrounding communities where the Hyperloop systems will operate either underneath or above ground.

The following elements of passenger security would have to be reviewed and satisfactorily addressed. The consultant will review the implications to the regulatory framework that the following elements will impose upon the Department:

- On Board Passenger Emergency / Evacuation
- Power Outage - Preserving life support systems in capsules
- Capsule Depressurization
- Immobilized Capsule in Tube
- Structural Integrity of Tubes
- Earthquakes
- Monitoring and Controlling Capsule Movements within the Tubal Network to Avert Collisions or Incidents
- Human Related Incidents including acts of Terrorism



- Reliability

This report **will serve as an initial review of the technology and its sub components** to permit the Department to begin assessing the regulatory oversight of the Hyperloop. It is understood that the findings from the consultant will facilitate internal dialogue within the Department to address the regulatory framework for a Hyperloop system in Canada.

#### **5.4 Review and Assess Hyperloop Capital and Operating Cost Estimates**

Transport Canada requires an assessment to determine whether the projected Hyperloop capital and operating costs are comparable or more affordable than high speed rail or maglev technologies. However, given the fact that the technology has not yet been tested, let alone certified for safe and secure operation, any projected costs, especially operating costs, would be speculative. As a result, acceptable costs would include range estimates, based on the best information currently available on the developing technology.

##### **Capital Costs:**

Document and assess the projected capital costs of the Hyperloop System.

- Construction Costs such as:
  - Tunnel Burrowing Costs
  - Pipeline Construction
  - Guideway Construction
  - Levitation and Propulsion Systems
  - Typical station construction costs – size must be consistent with projected station traffic flow to meet assumed travel demand
  - Capsule Construction
  - One Maintenance Facility
  - Land Acquisition Costs to be identified but not quantified given the variability of the real estate values

##### **Operating Costs:**

Due to a lack of historical and current knowledge of the hyperloop technology, it is understood that obtaining operating costs may be a challenge. Transport Canada is interested in learning the approximate costs to transport passengers between stations within a corridor. These costs would be related to energy used to transport the pods and the personnel required to process passengers in stations, the operating and maintenance, and administration personnel needed to support a safe and secure transportation system.

The Hyperloop system is designed to be a very low labour intensive transportation mode made possible by deploying a fully automated operating environment to control the movement and speed of the vehicles. There are mass transit operations around the world that rely on automation to ensure safe operations and to reduce the labour cost



component. The Vancouver Skytrain is but one example. It may be useful for the consultant to develop a Hyperloop operating cost profile by applying the cost profile of automated mass transit systems onto the Hyperloop developing technology. However subject to potential regulatory requirements to maintain and operate a safe and secure operating Hyperloop, additional staffing to be considered may be identified by the client.

The following operating costs are of interest to TC:

- Kilowatt consumption for a typical operation for one capsule (expressed as Kilowatts/1000 kms)
- Kilowatt consumption for guideway operations, separate from elevation and propulsion of capsules
- Estimation of personnel required for capsule movement, passenger processing etc.
  - Operate capsule movements - assumes that capsules are fully automated and monitored / controlled from a central location
  - Supervise / assist passenger movement in stations
  - Ticketing
  - If possible, estimate and express the operating costs of the system by available seat kilometre costs.
- Identify other personnel necessary for:
  - Capsule Maintenance / Inspection
  - Pipeline Maintenance / Inspection
  - Emergency personnel to respond to immobilised capsules and pipeline incidents
  - Management, marketing and administration overhead

Note: The consultant is advised that ranges for the above costs or energy consumption will be adequate for this study.

## **6.0 IMPLEMENTATION APPROACH**

### **6.1 Tasks**

The project will be implemented by the Consultant in seven phases with the completion of the following tasks:

- Task 1- Project Kick-Off;
- Task 2- Literature Review;
- Task 3- Assessment of Hyperloop Concept and Engineering Design;
- Task 4- Regulatory Assessment and Recommendations
- Task 5- Review and Assessment of Hyperloop Costs
- Task 6- Delivery of Draft Report
- Task 7- Delivery of Final Report

### **6.2 Meetings and Work Plan**



After contract award, a project kick-off meeting will be held through teleconference with the Project Steering Committee to review and confirm the project tasks and schedule, and introduce the project participants and their roles. Additional teleconference meetings will be held upon completion of project milestones. For each meeting, the consultant will present the progress made and will prepare minutes. These minutes will be prepared in electronic format and emailed to the Transport Canada Technical Authority.

The consultant will produce an overall work plan and activity schedule within 10 working days of the effective contract commencement date. These are to be submitted to the Transport Canada Technical Authority for review and approval. The work plan is to include the dates for submission and review of milestones and the draft and final reports.

## **7.0 METHODOLOGY AND INVESTIGATION TEAM**

### **7.1 Methodology**

The bidder will submit a methodology in his/her proposal that will describe how the following research phases will be conducted:

Task 2- Literature Review

Task 3- Assessment of Hyperloop Concept and Engineering Design

Task 4- Regulatory Assessment and Recommendations

Task 5- Review and Assessment of Hyperloop Costs

### **7.2 Investigation Team**

The bidder is required to assemble a multi-disciplinary team of investigators possessing the technical expertise to perform: an engineering design assessment, a regulatory review with recommendations, and an economic assessment of Hyperloop purported savings in capital and operating costs.

The core team of investigators, ideally will be composed of five to seven investigators. It will be led by a Project Director and a Project Manager whose education, professional engineering certification, and experience will be sufficient to direct and manage this project. Supplementing them will be at least three to five other core members: one or two other engineers; one or two experts in transportation safety regulations; and one or two experts in estimating capital and operating costs in transportation systems. The composition of this core group will be evaluated. Additional team members may be drawn in to provide supplemental specialized expertise. If the bidder proposes to include these additional resources, these team members must be identified and their accreditations, education, and experience presented.

## **8.0 INTELLECTUAL PROPERTY**

The Crown will own the foreground intellectual property arising from work under this in accordance with Appendix C: Section 4.1 of the federal policy on Title to Intellectual Property Arising from Crown Procurement Contracts on the grounds that the main purpose of the Crown procurement Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## **9.0 CONSULTANT PROJECT CONTROL**

The Consultant must employ a critical scheduling method to monitor the project timelines, cost and resources. Budgets for each project element must be prepared at the start of the project and





monitored to ensure that the resources available are compatible with the estimates of what is required to complete the work.

## **10.0 TRANSPORT CANADA SUPPORT**

Transport Canada will be responsible for the following during the course of the work:

- (i) Creating the Project Steering Committee that will include, among others, project sponsors and principal stakeholders. Other organizations, including those providing specialized expertise, may be invited to join the Committee.
- (ii) Convening Project Steering Committee meetings for each phase.
- (iii) Distributing to the Committee members necessary reports or other materials delivered by the Consultant.
- (iv) Providing feedback, as required, to the Consultant, and accepting and approving Consultant deliverables.
- (v) Making available to the Consultant, previous High Speed Rail Studies prepared for Transport Canada. These will be necessary to evaluate the potential public benefits generated by a Hyperloop system.

## **11.0 DELIVERABLES**

### **11.1 Interim Reports**

The interim reports must be submitted in electronic Microsoft Word format to the Project Authority for review and acceptance. The interim reports will be submitted following the completion of the following activities:

- Task 2- Literature Review;
- Task 3- Assessment of Hyperloop Concept and Engineering Design;
- Task 4- Regulatory Assessment and Recommendations
- Task 5- Review and Assessment of Hyperloop Costs
- Task 6- Delivery of Draft Report
- Task 7- Delivery of Final Report

The interim reports must include methodology, data, results, conclusions, references, and recommendations.

### **11.2 Progress Reports**

Monthly Progress Reports must be submitted to the Project Authority electronically, no later than the 14<sup>th</sup> day of each month. A monthly progress meeting may also be held either by telephone or at a location to be specified by the Project Authority.

### **11.3 Final Report**

The Consultant must produce and submit a professionally written and edited Final Report that summarizes the findings of the work described in Section 7.0, "Detailed Work Description", to the Project Authority. Consultant

The Consultant must also prepare and submit with the Final Report a Power Point presentation summarizing the contents of the Final Report that will be used for general project dissemination. On acceptance of the Final Report, the Consultant will present the findings of the report to Transport Canada in Ottawa.



Two electronic versions of the report are required by email or flash drive. The first must be produced as or converted to a Microsoft Word (version 2013) document. The second must be an Adobe portable document format (pdf) file.

### 11.4 Delivery Schedule for Final Report

The Consultant must submit the draft Final Report to the Project Authority, who will submit it to the Committee for review. Feedback and comments will be provided to the Consultant by the Project Authority. The Final Report submission and review schedule will be as follows:

- (i) The Consultant must provide one printed copy and one copy in Microsoft Word of the draft Final Report, including the presentation summary, a PDF abstract and key words.
- (ii) Technical comments on the draft Final Report will be given to the Consultant three (3) weeks after receipt.
- (iii) The Consultant will provide a revised version of the draft Final Report within three (3) weeks of receipt of technical comments.
- (iv) Comments on the revised draft Final Report will be provided electronically to the Consultant within three (3) weeks of submission of the revised draft Final Report following the a second technical review.
- (v) The Consultant must provide a final version of the draft Final Report within three (3) weeks of receipt of the second set of editorial comments.
- (vi) The Consultant must provide two copies of the Final Report within two (2) weeks of receipt from the Project Authority of written authorization to proceed with printing of the Final Report.

For control purposes, all electronic copies of the report will be delivered to Richard Zavergiu, Innovation Centre Project Officer:

Phone Number: 450-928-4387

Email Address: richard.zavergiu@tc.gc.ca

## 12.0 SCHEDULE AND PAYMENT SCHEDULE

### 12.1 – Schedule and Expected Level of Effort

The duration and schedule for each phase of the project, including startup, are projected as follows:

Milestones	Estimated level of effort from the date of contract award	Estimated delivery date
<b>Task 1 - Project Kick-Off</b> <ul style="list-style-type: none"> <li>• Kick Off Meeting</li> </ul>	10 days	TBD
<b>Task 2 – Literature Review</b>	1 <sup>st</sup> month	TBD



<b>Task 3 – Assessment of Hyperloop Concept and Engineering Design</b>	3 <sup>rd</sup> month	TBD
<b>Task 4 – Regulatory Assessment and Recommendations</b>	4 <sup>th</sup> month	TBD
<b>Task 5 – Review and Assessment of Hyperloop Economies</b>	5 <sup>th</sup> month	TBD
<b>Presentation of Findings Results and Analysis</b> <ul style="list-style-type: none"> <li>• Task 6 - Delivery of Draft Report</li> <li>• Task 7 - Delivery of Final Report</li> </ul>	7 <sup>th</sup> month	TBD

## 12.2 – Payment Schedule

Three scheduled payments will be made to the consultant.

<b>Milestones and Payments</b>	<b>Payments</b>
<b>Payment 1 – Following completion of:</b> <ul style="list-style-type: none"> <li>• Task 1 Kick Off Meeting</li> <li>• Task 2 Literature Review</li> <li>• Task 3 Assessment of Hyperloop Concept and Engineering Design</li> </ul>	45% of contract value
<b>Payment 2 – Following completion of:</b> <ul style="list-style-type: none"> <li>• Task 4 – Regulatory Assessment and Recommendations</li> <li>• Task 5 – Review and Assessment of Hyperloop Economies</li> </ul>	35% of contract value
<b>Payment 3 – Following completion of:</b> <ul style="list-style-type: none"> <li>• Task 6 - Delivery of Draft Report</li> <li>• Task 7 - Delivery of Final Report</li> </ul>	20% of contract value

## 13.0 CONSULTANT PROJECT MANAGER

The consultant will appoint a senior staff member to assume project management responsibilities. That person will be the principal contact person with the Transport Canada Project Authority.

## 14.0 TRAVEL AND LIVING EXPENSES

There is no requirement for travel during the investigation of the report. It is expected that the consultant will present the report findings to Transport Canada at headquarters in Ottawa. The consultant will estimate the travel and living expenses necessary to travel to Ottawa.

## 15.0 SUITABILITY & REPLACEMENT OF RESOURCES

### Suitability of Resources

The Consultant will render all services required in the Terms of Reference and the Consultant’s proposal. The resource(s) assigned by the Consultant must be capable of performing at a level of competence acceptable to the Project Authority (PA). Should the Consultant’s resource(s) be considered unsuitable and upon written notice from the Project Authority, the Consultant must provide suitable replacements. Failure to do so will result in the contract being terminated.

### Replacement of Resources



The Consultant must provide the services of the personnel named in the contract to perform the work, unless the Consultant is unable to do so for reasons beyond his/her control. Should the Consultant at any time be unable to provide the services of the resource (s) named in the contract, the Consultant shall be responsible for providing replacement personnel, at the same cost, who shall be of similar or greater ability and attainment and whom shall be acceptable to the Transport Canada PA. In advance of the date upon which replacement resources are to commence work, the Consultant shall notify, in writing, to the Transport Canada PA the reason for the unavailability of the resource(s) named in the contract. The Consultant shall then provide to the Transport Canada PA the name(s) of the personnel and an outline of the qualifications and experiences of the proposed replacement(s). Any replacement personnel will be evaluated in the same time. Under no circumstances shall the Consultant allow performance of the services by the replacement resources that have not been authorized by the Transport Canada PA.

## **16.0 COMMENCEMENT OF WORK AND DELIVERY DATE**

The work will commence on Contract Award with the final deliverables due eight months after project kick-off.

## **17.0 DEPARTMENTAL AUTHORITIES**

### **A) Contracting Authority**

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

### **B) Project Authority**

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

## **18.0 DATA AVAILABILITY**



The Hyperloop concept is relatively new and the number of independent feasibility studies are few. Even the NASA/Volpe 2016 study was based on information and data that was provided by the Hyperloop designers. As a result, it is expected that the consultant will be dependent on the information released by the Hyperloop designers. As such, the consultant must have the technical ability to assess the quality, accuracy, and reasonableness of the information independently.

## **19.0 CONFLICT OF INTEREST**

In the proposal, the Bidder must identify any possible conflicts of interests for the bidder that could prevent the candidate consultant from conducting an unbiased assessment. The intent of this condition is to permit Transport Canada to evaluate the ability of the consultant to deliver an assessment free of any undue influence.

## **20.0 MISCELLANEOUS CONDITIONS**

The Consultant must provide all deliverables to the Technical Authority in English.

### **20.1 – Security Requirement**

There are no security considerations for this project.

### **20.2 - Place of work**

All work is to be undertaken at the Consultant's premises with the exception of the final report presentation to take place in Ottawa.



**TRANSPORT CANADA**

**APPENDIX "C"**

**EVALUATION CRITERIA**

## **1. EVALUATION PROCEDURES**

Proposals will be evaluated in three separate steps as follows:

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

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

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

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

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

## **2. GENERAL REQUIREMENTS**

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

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

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



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

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

### 3. MANDATORY REQUIREMENTS

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

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

MANDATORY CRITERIA				
Item	Description	Met	Not Met	Reference to Proposal
M1	The Principal Researcher must be a professional certified engineer and have a minimum of sixty (60) months experience completed within ten (10) years from the date of bid closing in conducting research related to inter-city transportation of at least two travel modes (air, road, rail) and transportation engineering technology assessments. To demonstrate compliance, the Bidder should provide a curriculum vitae for the proposed Principal Researcher that clearly demonstrates; where, the month and year commenced and			



MANDATORY CRITERIA				
Item	Description	Met	Not Met	Reference to Proposal
	completed, and how (through what activities and responsibilities) the stated experience was acquired			
<b>M2</b>	<b>The Project Director</b> must be a professional certified engineer and have a minimum of thirty-six (36) months experience completed within ten (10) years from the date of bid closing in conducting travel market studies and/or transportation technology assessments. To demonstrate compliance, the Bidder should provide a curriculum vitae for the proposed Project Director that clearly demonstrates; where, the month and year commenced and completed, and how (through what activities and responsibilities) the stated experience was acquired.			





#### 4. TECHNICAL REQUIREMENTS

##### RATED REQUIREMENTS:

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

Bids must achieve the minimum scores stated below. Bids that do not meet this requirement will be declared non-responsive. Each point rated technical criterion should be addressed separately.

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

**Maximum Points Available: 95 points**

**Minimum Points Required to Pass: PR1 (28) + PR2 (32) = 60 points**

<b><u>PR 1: QUALITY AND RESPONSIVENESS OF PROPOSAL</u></b>			
Maximum Points Available: 45; Minimum Points Required: 28			
<b>PR1.1 Demonstrated project and task planning.</b> (10 points)	<b>Max. points:</b>	<b>Score</b>	<b>Reference to Proposal</b>
The Bidder should submit a proposal demonstrating its project and task planning. The project and task planning should address the following elements:  (i) Work breakdown structure;  (ii) Personnel allocation (including subcontractor management, if applicable);  (iii) Level of effort;  (iv) Risk and mitigation strategies;  (v) Financial management, including cash flow projections;  (vi) Project management plan; and  (vii) Documentation procedures.	<b>10</b>		
<b>Rating guide</b>			
0 Point – The proposal did not address any of the project and task planning elements listed above			



<p>5 Points - The proposal addresses three of the project and task planning elements listed above</p> <p>7 Points - The proposal address five of the project and task planning elements listed above</p> <p>10 Points - The proposal addresses all of the project and task planning elements listed above</p>			
<p><b>PR1.2 Proposed work Technical Approach and Research Strategy.</b> (25 points)</p> <p>The Bidder should submit a proposal clearly outlining its proposed Technical Approach and Research Strategy as it relates to the requirements of the Statement of Work. Details should be provided to demonstrate the Bidder’s grasp of the requirement and the Bidder’s ability to meet it. The Technical Approach and Research Strategy should include, but not be limited to the following:</p> <p>i) Literature Review</p> <p>ii) Methodology used to learn and assess Hyperloop concept and engineering design</p> <p>iii) Methodology used to review the regulatory regime for the Hyperloop;</p> <p><b>Rating guide</b></p> <ul style="list-style-type: none"> <li>• Not Addressed (0 points) - The Bidder’s proposed strategy is not relevant to the criterion or the Bidder failed to submit response.</li> <li>• Minimally Addressed (7 points) - The Bidder’s proposed strategy demonstrate little understanding of the question. The strategy has significant weaknesses, is not relevant to the scope of the criteria.</li> <li>• Partially Addressed (10 points) - The Bidder’s proposed strategy demonstrate some understanding of the question. The strategy has weaknesses, and does not address the breadth of the criteria.</li> <li>• Satisfactorily Addressed (14 points) - The Bidder’s proposed strategy demonstrate adequate understanding of the question. The</li> </ul>	<p><b>Max. points:</b></p> <p><b>25</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>



<p>strategy has minor weaknesses, but addresses the scope of the criteria.</p> <ul style="list-style-type: none"> <li>• Very Well Addressed (20 points) - The Bidder's proposed strategy demonstrate a very good understanding of the question. The strategy has no significant weaknesses, is completely relevant to the scope of the criteria.</li> <li>• Excellently Addressed (25 points) - The Bidder's proposed strategy demonstrate an excellent understanding of the question. The strategy has no apparent weaknesses, and is completely relevant to the scope of the criteria.</li> </ul>			
<p><b>PR1.3 Proposed work Technical Approach and Research Strategy. (10 points)</b></p> <p>The Bidder should submit a proposal clearly outlining its proposed Technical Approach and Research Strategy as it relates to the requirements of the Statement of Work. Details should be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's ability to meet it. The Technical Approach and Research Strategy should include the following:</p> <ul style="list-style-type: none"> <li>• Methodology used to develop and assess the capital cost and operating cost profile for the Hyperloop system.</li> </ul> <p><b>Rating guide</b></p> <ul style="list-style-type: none"> <li>• Not Addressed (0 points) - Methodology used to develop and assess the capital and operating cost profile for the Hyperloop system not provided.</li> <li>• Not Adequately Addressed (4 points) – Methodology used to develop and assess the capital cost and operating cost profile for the Hyperloop system not well explained.</li> <li>• Adequately Addressed (7 points) - Methodology used to develop and assess the capital cost and operating cost profile for the Hyperloop system is explained well but some details are missing.</li> </ul>	<p><b>Max. points:</b></p> <p><b>10</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>



<ul style="list-style-type: none"> <li>• Very Well Addressed (10 points) - Methodology used to develop and assess the capital cost and operating cost profile for the Hyperloop system is explained well with all details included.</li> </ul>			
<p><b><u>PR2. CORE PROJECT TEAM QUALIFICATIONS</u></b></p> <p>Maximum Points Available: 50; Minimum Points Required: 32</p>			
<p><b>PR 2.1 Principal Researcher Education and Qualification (10 points)</b></p> <p>The Bidder should demonstrate the Qualifications and Education of the Principal Researcher, including Professional Qualifications (such as a member in a professional engineering or urban planning association), Diplomas, Certifications, or Degrees. To demonstrate this, the Bidder should clearly state where, when, and how the stated education and qualifications were acquired. Evidentiary documents demonstrating the education and/or qualifications should be provided. Only documents from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service*, if obtained outside Canada, will be considered.</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <a href="http://www.cicic.ca/indexe.stm">http://www.cicic.ca/indexe.stm</a></p> <p><b>Rating guide</b></p> <p><b>0 Points</b> - Principal Researcher has a High school Diploma, or Post-Secondary Certification or College Diploma.</p> <p><b>5 Points</b> - Principal Researcher has a University Undergraduate Degree.</p> <p><b>6 Points</b> - Principal Researcher has a University Graduate Degree.</p> <p><b>8 Points</b> - Principal Researcher has a University Undergraduate Degree and a Professional Qualification (such as a member in a professional engineering or urban planning association).</p>	<p><b>Max. points:</b></p> <p><b>10</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>



<p><b>10 Points</b> - Principal Researcher has a University Graduate Degree and Professional Qualifications (such as a member in a professional engineering or urban planning association).</p>			
<p><b>PR2.2 Principal Researcher Experience</b> (10 points)</p> <p>The bidder should demonstrate by project descriptions that the proposed resource as the Principal Researcher has experience with research projects that consist of the conduct of research related to transportation and traffic engineering and railway safety</p> <p><b>Rating Guide:</b></p> <p>0 Points – No projects</p> <p>3 Points – 2 projects submitted</p> <p>7 Points – 3 projects submitted</p> <p>10 Points – 4 projects submitted</p>	<p><b>Max. points:</b></p> <p><b>10</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>
<p><b>PR2.3 Project Director Education and Qualification</b> (10 points)</p> <p>The Bidder should demonstrate the Qualifications and Education of the Project Director, including Professional Qualifications (such as a member in a professional engineering, economics or urban planning association), Diplomas, Certifications, or Degrees. To demonstrate this, the Bidder should clearly state: where, when, and how the stated education and qualifications were acquired. Evidentiary documents demonstrating the education and/or qualifications should be provided. Only documents from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service*, if obtained outside Canada, will be considered.</p> <p>*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <a href="http://www.cicic.ca/indexe.stm">http://www.cicic.ca/indexe.stm</a></p> <p><b>Rating guide</b></p> <p><b>0 Points</b> - Project Director has a High school Diploma, or Post-Secondary Certification or College Diploma.</p>	<p><b>Max. points:</b></p> <p><b>10</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>



<p><b>5 Points</b> - Project Director has a University Undergraduate Degree.</p> <p><b>6 Points</b> - Project Director has a University Graduate Degree.</p> <p><b>8 Points</b> - Project Director has a University Undergraduate Degree and a Professional Qualification (such as a member in a professional engineering or urban planning association).</p> <p><b>10 Points</b> - Project Director has a University Graduate Degree and Professional Qualifications (such as a member in a professional engineering or urban planning association).</p>			
<p><b>PR2.4 Project Director Experience</b> (5 points)</p> <p>The Bidder should demonstrate by project descriptions that the proposed resource as the Project Director has experience within the past 10 years working on projects that consist of conducting road and transportation or railway.</p> <p><b>Rating guide</b></p> <p>0 Points - No projects</p> <p>1 Points - Less than three projects</p> <p>3 Points - Three projects</p> <p>5 Points - Four or more relevant projects</p>	<p><b>Max. points:</b></p> <p><b>5</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>
<p><b>PR2.5 Other Core Team Member's - experience in conducting research related to transportation and traffic engineering and railway safety.</b></p> <p>(15 points)</p> <p>A) The Bidder should demonstrate using project descriptions that the proposed resources has previous work experience in conducting research related <b>transportation engineering.</b></p> <p><b>Rating guide</b></p> <p>0 Points - No projects</p> <p>1 Point – One project</p>	<p><b>Max. points:</b></p> <p><b>5</b></p>	<p><b>Score</b></p>	<p><b>Reference to Proposal</b></p>



<p>3 Points – Two or three projects</p> <p>5 Points - Four or more projects</p> <p>(B) The Bidder should demonstrate using project descriptions that the proposed resources has previous work experience in conducting research related to <b>transportation safety regulations.</b></p> <p><b>Rating guide</b></p> <p>0 Points - No projects</p> <p>1 Point – One project</p> <p>3 Points – Two or three projects</p> <p>5 Points - Four or more projects</p> <p>(C) The Bidder should demonstrate using project descriptions that the proposed resources has previous work experience in conducting research related to <b>transportation capital and operating costs.</b></p> <p><b>Rating guide</b></p> <p>0 Points - No projects</p> <p>1 Point – One project</p> <p>3 Points – Two or three projects</p> <p>5 Points - Four or more projects</p>	<p>5</p>		
--	----------	--	--



**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; and
- iii. obtain the required minimum scores for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

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

Notes:

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





**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"**

**SUPPLEMENTARY CONDITIONS - CONFIDENTIALITY**

Re: Request for Proposals **T8080-180829**  
**Preliminary Feasibility of Hyperloop Technology**

The Consultant hereby agrees:

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

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

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

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

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

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



**TRANSPORT CANADA**

**APPENDIX "G"**

**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Invitation to Tender

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

**2. TENDER CLOSING**

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

**3. TENDER OPENING**

In the case of a Public Tender Opening

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

**4. OFFICIAL TENDER FORMAT**

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

**5. QUESTIONS DURING TENDER PERIOD**

Questions during the tender period must be submitted in writing.

**6. REVISION OF TENDERS**

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



## **7. TENDER SECURITY**

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

## **8. CONTRACT SECURITY**

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

## **9. INSURANCE**

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

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

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

## **11. SIGNING OF DOCUMENTS**

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

## **12. TENDER VALIDITY PERIOD**

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





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

### **13. INCOMPLETE TENDERS**

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

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

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

### **14. REFERENCES**

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

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

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

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

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



**TRANSPORT CANADA**

**APPENDIX “H”**

**REQUIREMENTS FOR SIGNATURE**

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

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

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



**IMPORTANT:**

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

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

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



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

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

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

**COMMENTS:**

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



**TRANSPORT CANADA**

**APPENDIX "I"**

**PROGRAM FOR EMPLOYMENT EQUITY**

<p><b>FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS</b></p>	<p><b>PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI AVIS IMPORTANT AUX SOUSSIONNAIRES</b></p>
<p>The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a precondition to the validation of their bids. Your organization is covered by this program:</p>	<p>En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:</p>
<p>1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;</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
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
<p>The above-named organization:</p> <ul style="list-style-type: none"> <li>• having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, <b>AND</b></li> <li>• intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more,</li> </ul> <p>hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.</p>			
SIGNATORY			
<p><b>NOTE:</b> If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position <b>with the authority to implement Employment Equity in the organization.</b></p>			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>• You must include the <i>signed original</i> of this form with your bid.</li> <li>• You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768.</li> </ul>			



### Criteria for Implementation

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

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



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

**Protected "B" when completed**

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

*Financial Administration Act*

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

Yes [ ] / No [ ] Comments:

*Criminal Code*

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

**Yes [ ] / No [ ]**

Comments:

---

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

*Criminal Code*

- 119: Bribery of judicial officers,
- 120: Bribery of officers
- 346: Extortion



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

Yes [ ] / No [ ]

Comments:

---

### **Competition Act**

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

Comments:

---

### Corruption of Foreign Public Officials Act

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

Yes [ ] / No [ ]

Comments:

---

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

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

Yes [ ] / No [ ]

Comments:

---



Other acts

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

Yes [ ] / No [ ]

**Comments:**

**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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



Transport  
Canada

Transports  
Canada

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Preliminary Feasibility of Hyperloop Technology in Canada
NUMBER - NUMÉRO <b>T8080-180829</b>
DATE DUE - DÉLAI May 10, 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)