



Transport Transports
Canada Canada

Material and Contracting Services
Ottawa, Ontario
K1A 0N5

T8080-130076

Subject: **Request for Proposal No. T8080-130076**
TRANSLATION SERVICES FOR THE TRANSPORT DANGEROUS GOODS
DIRECTORATE, TRANSPORT CANADA

Dear Sir/Madam:

The Department of Transport has a requirement to establish a contract to undertake the above referenced project in accordance with the Terms of Reference attached hereto as Appendix B.

If you are interested in undertaking this project, you are requested to submit a proposal in FOUR (4) copies, clearly indicating on the envelope or package "**BID/PROPOSAL T8080-130076**", together with the title of the work, name and address of your firm, addressed to:

TRANSPORT CANADA
TENDER RECEPTION
BUSINESS CENTRE, GROUND FLOOR
TOWER "C", 330 SPARKS STREET
OTTAWA, ONTARIO K1A 0N5

Proposals must be received at the above noted address **no later than 15:00 hours, (3 p.m.) Ottawa local time on December 20, 2013. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 15:00 hours will be rejected and returned to the sender unopened.**

Any proposal 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, while our experience has shown that couriers from out of town deliver to our main mailroom. This latter process requires an internal mail delivery, which will delay reception of an external bid. 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 are to be submitted in four (4) copies together with two (2) copies of the completed Offer of Services (Appendix A) duly signed as per Appendix F, Requirements for Signature. Proposals are to be submitted utilizing a two envelope system:

Envelope 1 – Technical Proposal (4 copies)

Proposals will be evaluated in accordance with the pre-determined Selection Criteria and methodology specified in Appendix C. Your proposal is required to form the basis of a contractual agreement and should respond to all requirements as detailed in the Terms of Reference and as detailed in Appendix C, the Selection criteria. Your proposal is to be in sufficient detail to enable evaluation in accordance with the pre-established Selection Criteria.

NOTE: No cost information is to be included in Envelope 1.

Envelope 2 - Cost Proposal (2 copies)

- Contractors shall complete and return two (2) copies of the Offer of Services Form in Envelope 2.

Note: Only cost information shall be provided in Envelope 2. All technical information supporting the proposal shall be in Envelope 1.

Both Technical Proposal and Cost Proposal envelopes are to be sealed and submitted together in a third envelope addressed to the Tender Reception.

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

No interpretation of the meaning or intent of the Request for Proposal (RFP) documents, nor correction or any apparent ambiguity, inconsistency or error therein, will be made to any tenderer orally. Such questions **must be in writing** and sent to Osman Zakir, Transport Canada (TC) (AFTC), FAX: (613) 991-0854 or e-mail at: osman.zakir@tc.gc.ca. In order for us to have time to respond to your questions, please submit them **by 12:00 hours (noon), December 11, 2013**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

The lowest or any bid not necessarily accepted. Canada reserves the right to:

- Reject any or all bids received in response to the bid solicitation;**
- Cancel the bid solicitation at any time;**
- Reissue the bid solicitation; and**
- 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.

If additional information, or clarification of any documentation is required you are requested to contact the undersigned at (613) 998-7816, by fax at (613) 991-0854 or e-mail at: osman.zakir@tc.gc.ca.

Yours truly,

Osman Zakir
Contracting Officer
Materiel and Contracting Services
Tel: 613-998-7816
Fax: 613-991-0854
osman.zakir@tc.gc.ca

APPENDIX A

OFFER OF SERVICES

2. The Contractor hereby undertakes 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 entitled "Offer of Services";
 - (ii) Document marked Appendix B, attached hereto and entitled "Terms of Reference";
 - (iii) Document marked Appendix D, attached hereto and entitled "General Conditions".
3. The Contractor hereby undertakes to perform the work commencing on Contract award, subject to the acceptance of this Offer by the Department.

4. **Cost Proposal**

- 4.1 The Cost Proposal quoted will be exclusive of travel expenses and GST/HST. All rates are in Canadian Funds. The **Fixed Unit Price** includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials.

4.2 **Professional Services and Associated Costs**

Bidders are not to make changes to the format or quantities on these tables, as that may render their costing information inadmissible.

Bidders shall tender an all-inclusive **Fixed Unit Price** for the conduct of all work as described in the Terms of Reference for translation services:

4.2.1 Contract Period

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	x	Number of words*	=	\$
1A. Regular translation	Standard	\$ _____	x	34,000	=	\$ _____
1B. Regular translation	Short	\$ _____	x	33,000	=	\$ _____
1C. Regular translation	Urgent	\$ _____	x	33,000	=	\$ _____
2A. Specialized/ Technical Translation	Standard	\$ _____	x	17,000	=	\$ _____
2B. Specialized/ Technical Translation	Short	\$ _____	x	16,000	=	\$ _____
2C. Specialized/ Technical Translation	Urgent	\$ _____	x	17,000	=	\$ _____
				TOTAL	=	\$ _____

4.2.2 Year 2 (Option 1)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	x	Number of words*	=	\$
1A. Regular translation	Standard	\$ _____	x	34,000	=	\$ _____
1B. Regular translation	Short	\$ _____	x	33,000	=	\$ _____
1C. Regular translation	Urgent	\$ _____	x	33,000	=	\$ _____
2A. Specialized/ Technical Translation	Standard	\$ _____	x	17,000	=	\$ _____
2B. Specialized/ Technical Translation	Short	\$ _____	x	16,000	=	\$ _____
2C. Specialized/ Technical Translation	Urgent	\$ _____	x	17,000	=	\$ _____
				TOTAL	=	\$ _____

4.2.3 Year 3 (Option 2)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	x	Number of words*	=	\$
1A. Regular translation	Standard	\$ _____	x	34,000	=	\$ _____
1B. Regular translation	Short	\$ _____	x	33,000	=	\$ _____
1C. Regular translation	Urgent	\$ _____	x	33,000	=	\$ _____

2A. Specialized/ Technical Translation	Standard	\$ _____	x	17,000	=	\$ _____
2B. Specialized/ Technical Translation	Short	\$ _____	x	16,000	=	\$ _____
2C. Specialized/ Technical Translation	Urgent	\$ _____	x	17,000	=	\$ _____
				TOTAL	=	\$ _____

4.2.4 Year 4 (Option 3)

Type of Request	Turn Around Time	Rate per Word (Fixed Unit Price)	x	Number of words*	=	\$
1A. Regular translation	Standard	\$ _____	x	34,000	=	\$ _____
1B. Regular translation	Short	\$ _____	x	33,000	=	\$ _____
1C. Regular translation	Urgent	\$ _____	x	33,000	=	\$ _____
2A. Specialized/ Technical Translation	Standard	\$ _____	x	17,000	=	\$ _____
2B. Specialized/ Technical Translation	Short	\$ _____	x	16,000	=	\$ _____
2C. Specialized/ Technical Translation	Urgent	\$ _____	x	17,000	=	\$ _____
				TOTAL	=	\$ _____

TOTAL TENDERED PRICE OF THE CONTRACT: \$ _____ (+ GST/HST)
(Total 4.2.1 + 4.2.2 + 4.2.3 + 4.2.4)

* The quantities indicated above (number of words) are estimates only and will be used for cost evaluation purposes only. No minimum or maximum quantities are guaranteed. The actual quantities will be determined during the period of the contract by the TC Project Authority.

4.3 Option

There will be the option of 3 (three) 1-year extensions. The options will be exercised at the sole discretion of the Minister, by way of formal contract amendments. It is understood and agreed that the Contractor shall not commence any optional work until receipt of formal notification from the Departmental Contractor Authority.

- 4.4** Proposals will be evaluated on the Total Estimated Cost. The Contract awarded as a result of this Request For Proposal will be awarded for Year One, only.

5. Travel Expenses

The location of work is the National Capital Region (NCR), Ontario. Travel will not be required.

6. Provincial Sales Tax (PST)

Federal Government Departments are exempt from Provincial Sales Tax under authority of licences or certificates which will be indicated in any resulting contract.

The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of the work.

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

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

8. Method of Payment

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

9. 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.

10. Tender Validity

The undersigned agree(s) that this Offer of Services will remain firm for a period of 90 calendar days after the proposal closing date.

11. Proposal Documents

The undersigned herewith submits the following:

- a proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the RFP documents.
- duly completed Offer of Services, **two (2)** copies, in the format provided.

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

12. Bidder's Declaration

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

13. 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 _____, year 2013

NAME OF COMPANY

(signing officer and position)

APPENDIX B

TERMS OF REFERENCE

REQUEST FOR PROPOSAL (RFP)

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

TERMS OF REFERENCE

BACKGROUND:

As part of the Transport of Dangerous Goods (TDG) program, the TDG Directorate publishes a Newsletter twice a year and various awareness material dealing with transportation of dangerous goods activities and regulatory requirements for public distribution.

The publication and distribution of transportation of dangerous goods awareness material helps promote public safety and provide information on regulatory changes of the TDG Act and Regulations.

The Newsletter and other awareness material which are published frequently and regularly must be available in both official languages simultaneously.

The TDG Newsletter is distributed to 23,000 subscribers in all parts of the country and the world. They can be viewed at: <http://www.tc.gc.ca/tdg/newsletter/menu.htm>

GOAL:

To provide professional translation services in assisting the Directorate to meet its mandate of informing and educating the public through timely, accurate and quality awareness material in both official languages, in accordance with the requirements of the Official Languages Act.

PROSPECTIVE:

The Directorate requires professional and technical assistance in translating the TDG Newsletter and other awareness material (such as accident reports, material safety data sheets, incident reports, etc.) from English into French. Occasionally there will be documents that require translation from French into English. The person who provides this service must have an excellent knowledge of all translation practices and extensive experience in reviewing technical and specialized material in both languages.

The person must have an excellent and in-depth knowledge of the following:

- The French language
- The English language
- The terminology used in English and in French in the transportation of dangerous goods environment
- The writing, editing and translation of technical, specialized and general awareness material

The contractor providing these services must be capable to commence work immediately and must not require training or supervision.

PRODUCTS TO BE DELIVERED AND SPECIFIC REQUIREMENTS:

The documents provided must be translated using terminology specific to the Government of Canada, the standard being TERMIUM

<http://termiumpus.translationbureau.gc.ca/tpv2Show/termiumpus.html?lang=e2>

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

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

Translated documents must be subject to a quality control system.

PERIOD OF CONTRACT:

The Contractor will be expected to provide services immediately in accordance with the Terms of Reference. The project will commence on contract award to March 31, 2014 with the option of 3 (three) 1-year extensions, to be exercised solely at the discretion of the Department.

PREVIOUS CONTRACT:

Contract No. T8080-04-0433 with Les Traductions Houle Inc., \$152,000.00 plus GST (original and all option years) total for period from May 31, 2005 to July 31, 2009.

TERMS OF SERVICE:

- Translation will be required on the following basis:
 - Standard turn around time: 5 days
 - Short notice with turn around time of less than 2 days
 - Urgent, 24 hour turn around time or less depending on document size
- Deadlines for completion of work may be negotiated between the firm and the Directorate.
- All translated material becomes the property of the Department. All existing copyrights are to be maintained.
- The firm must be able to receive and send documents electronically using an e-mail software compatible with that of Transport Canada's (Microsoft Outlook is the current standard).

SCOPE OF WORK:

The work will consist of the following:

- Translating into from English into French (occasionally from French into English) the TDG Newsletter and any other awareness material produced by the Directorate
- Ensuring the French version of the TDG awareness material is compatible with the original text
- Ensuring the terminology used in the French version is accurate
- Ensuring a quality control of the translated text

PROPOSAL CONTENTS:

- Names and curriculum vitae of the proposed resources. (Up to 6 resources can be proposed by each Bidder.)
- A description of two similar projects that each proposed resource(s) has completed including the contact names and telephone numbers, e-mail addresses, of the two former clients.
- Description of the quality control system to be used.

The evaluation team reserves the right to consult with these former clients to validate the information in the proposal.

RATED REQUIREMENTS:

Rated requirements form the basis for evaluating the respective qualifications for each named resource.

The proposal must provide, for each resource:

(i) A curriculum vitae containing at least the following information:

- full name;
- security level classification currently held;
- education and pertinent dates and degrees;
- professional certifications, if any;
- pertinent experience and history of employment;

(ii) two (2) samples of French translations produced by each proposed resource. The sample texts must be appended as annexes to the Technical Proposal and must be accompanied by the English source document. Sample translations may include but are not limited to the following standard communications:

- newsletters;
- technical documentation;
- material for public distribution;
- Acts and Regulations material;
- Information circular or fact sheet;
- An announcement or description of a new service, policy or program.

Each sample translation must be prefaced by a short paragraph providing contextual information such as:

- Client and background for the assignment;
- Intended audience;
- Objective of the text (message to be conveyed);
- Individual level of input

Each sample will be rated on the basis of:

- Quality of presentation;
- Accuracy, clarity and style;
- Consistency of meaning between texts;
- Spelling and grammar and;
- Tone relative to context and target audience.

REPORTING:

The Contractor will be required to submit the French/English translation in an electronic format using the same format in which it was provided, such as Word, PowerPoint, Excel, by the deadline agreed upon.

INSPECTION:

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

DOCUMENTATION:

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

FEES WILL BE BASED ON THE FOLLOWING:**Translation:**

- General type documents: cost per one word (up to 100,000 words per year), standard deadline, short deadline and urgent deadline.
- Technical/specialized documents: cost per one word (up to 50,000 words per year), standard, deadline, short deadline and urgent deadline.

SECURITY REQUIREMENTS:

The Contractor shall treat all information to which he/she is privy as restricted and shall not share this information without written TC authorization.

The selected resource(s) will be required to submit to a security clearance procedure before starting work and must be cleared to at least the "Enhanced Reliability" level.

CONTINUITY AND REPLACEMENT OF CONTRACTOR RESOURCES:

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

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

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

Quality Assurance:

Contractor understands and agrees that the Company may, at Company's discretion, edit and/or proofread Contractor's work as part of Company's quality-assurance efforts. If in Company's substantiated opinion, Contractor has delivered substandard Services in relation to the project specifications, Company must inform Contractor in writing within 30 business days and give Contractor reasonable time to bring the work up to the required standard; if this procedure is unsuccessful or if, for lack of time or otherwise, Company incurs extra expense in bringing the work up to the required standard, Company may be entitled to reduce the fee payable to Contractor by the amount of such extra expense.

Intent: To allow the translation company to edit the translation to improve quality, ensure compliance with its client's corporate wording, correct register for the text, etc.

Intent: To protect the translator's legal rights to the work product and to ensure that any statements of accuracy remain true and binding.

Intent: To allow translators correct deficiencies and/or allow the translation company to reduce the translator's fee if deficiencies are not corrected.

APPENDIX C

SELECTION CRITERIA

REQUEST FOR PROPOSAL (RFP)

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

SELECTION CRITERIA

The selection process will follow two (2) steps.

TOTAL TECHNICAL POINTS:

Each proposal will be evaluated against the point-rated technical selection criteria. Tenderers must achieve a minimum score of 75% of points available (750 out of 1,000 points) for the point-rated technical criteria. Only proposals meeting these requirements will be considered further.

The second step will be the financial evaluation phase. Tendered prices of the qualified bids will be computed.

The bid receiving the highest point rating will be the successful Tenderer.

COST:

Lowest cost submitted will be awarded a total of 500 points and all other costs will be prorated using the formula:

$$\frac{\text{Lowest proposal}}{\text{Bidder's proposal}} \times 500 = \underline{\hspace{2cm}}$$

SELECTION CRITERIA

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

PART A: TECHNICAL EVALUATION

Technical Criteria	Pages	Rating
<p>Experience in translation of general type documents (Rating 200)</p> <p>Experience will be rated against a combination of number of years of experience, number of projects completed as well as the complexity of the projects.</p> <p>150-200 (in-depth experience in translation of general type documents) 100-150 (adequate experience in translation of general type documents) 0-100 (limited experience in translation of general type documents)</p>		/200
<p>Samples Provided (Rating 200)</p> <p>Samples will be rated on the basis of quality of presentation, accuracy, clarity and style, consistency of meaning between texts, spelling and grammar, and tone relative to context and target audience.</p> <p>Sample #1 – max. 100 points Sample #2 – max. 100 points</p>		/200
<p>Experience in translating technical/specialized documents related to Dangerous Goods (DG) (Rating 200)</p> <p>Experience will be rated against a combination of number of years of experience, number of projects completed as well as the complexity of the projects.</p> <p>150-200 (in-depth experience in translating technical/specialized documents related to DG) 100-150 (adequate experience in translating technical/specialized documents related to DG) 0-100 (limited experience in translating technical/specialized documents related to DG)</p>		/200

APPENDIX D
GENERAL CONDITIONS

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 enure 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 wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.
- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. Notices

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

8. Termination or Suspension

- 8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

- 8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.
- 8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
 - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor

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

- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

- 10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.
- 10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.
- 10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

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

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Transport

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

12. Conflict of Interest and Post-Employment Measures

12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.

12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service.

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

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

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

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

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

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

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

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

whichever is later.

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

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established

from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

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

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

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

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

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

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

23. Minister's Responsibilities

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

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

- 24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;
- 24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;
- 24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;
- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information

described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and

24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.

24.6. In this Article:

24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

APPENDIX E

INSTRUCTIONS TO TENDERERS

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

The lowest or any tender will not necessarily be accepted.

APPENDIX F

REQUIREMENTS FOR SIGNATURE

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(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.
PARTNERSHIP (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.
SOLE PROPRIETORSHIP (single individual enterprise)	(1) (name), (occupation), (address) of individual carrying on business under his/her personal name. (2) If the business is carried out under a “trade name”, the trade name may be included after the name of the sole proprietor such as: “Mr. X carrying on business under the name and style of _____”.	By the sole proprietor. By the sole proprietor under the trade name: ex. X reg. By: _____ (X’s signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.	By the municipal officer(s) authorized by a resolution of the Municipal Council.

IMPORTANT:

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

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

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

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

REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER THAN HER MAJESTY

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(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.
PARTNERSHIP		
(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.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name. If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor. By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
MUNICIPALITY	(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.

RETURN ENVELOPES

**ENVELOPE 1 - TECHNICAL
ENVELOPE 2 - COST**

PLEASE ENSURE THE FOLLOWING INFORMATION IS
PROVIDED ON THE FRONT OF **ENVELOPE 2 – COST**

- CONTACT NAME**
- TELEPHONE NUMBER**
- FAX NUMBER**

FROM - EXPÉDITEUR

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

NUMBER - NUMÉRO

T8080-130076

DATE DUE - DÉLAI

December 20, 2013

TENDER RECEPTION

Transport Canada
Business Centre Ground Floor
Place de Ville, Tower "C"
330 Sparks Street
Ottawa, Ontario (K1A 0N5)