



Transport Canada      Transports  
Canada                      Canada

330 Sparks Street  
Place De Ville, Tower C, Ground Floor  
Ottawa, Ontario K1A 0N5

November 3, 2016

**Subject: Request for Proposal T8080-160091  
Heavy-Duty Vehicle Tire Market Analysis Study**

Dear Sir or Madam:

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

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 T8080-160091**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada  
TC MAIL ROOM, (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 December 15, 2016. 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 "B".

**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 Terms of Reference in sufficient detail to enable evaluation in accordance with the Selection Criteria including:

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Terms of Reference;
- names of resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

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

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

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

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

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

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 “C”.

#### **Intellectual Property:**

Transport Canada has determined that any intellectual property arising from the performance of the work under any resulting contract will vest in Canada, on the following grounds: where the main purpose of the Crown procurement and information for public dissemination. Please refer to the Supplemental Conditions attached hereto as Appendix “D”.

**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 Brenda Borland, Transport Canada (AFTC), by e-mail at [brenda.borland@tc.gc.ca](mailto:brenda.borland@tc.gc.ca), and must be received **before 12:00 hours (noon) EDT** on

**December 6, 2016.** All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Brenda Borland at 613-990-3416.

**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)*

Brenda Borland  
Contracting Specialist  
Transport Canada  
Materiel, Contracting, Security &  
Facility Management

**Canada**

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

OFFER OF SERVICES

APPENDIX

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SELECTION CRITERIA

“B”

GENERAL CONDITIONS

“C”

SUPPLEMENTARY CONDITIONS – Intellectual Property

“D”

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MAXIMUM ALLOWANCE FOR TRAVEL, ETC

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“G”

SAMPLE RETURN ENVELOPE FORMAT

**TRANSPORT CANADA**

**APPENDIX "A"**

**OFFER OF SERVICES**

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

**OFFER FOR: Heavy-Duty Vehicle Tire Market Analysis Study**

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 Terms of Reference 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 "Terms of Reference";
  - (iii) Document marked Appendix "C", attached hereto and entitled "General Conditions";
  - (iv) Document marked Appendix "D", attached hereto and entitled "Supplementary Conditions – Intellectual Property".

### 3. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered costs:

#### 3.1 Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Terms of Reference. 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".

**An all-inclusive fixed price of:**

(Total 3.1.1 and 3.1.2 from Annex "A")

\$ \_\_\_\_\_  
(GST/HST extra)

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials. The price does not include authorized travel and accommodation expenses.

#### 3.2 Travel Expenses

The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the work, without any allowance for overhead or profit, and these costs will be reimbursed in accordance with the Treasury Board Travel Directive in effect at time of travel ([http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index\\_e.asp](http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp)). Allowances currently in effect are provided in the attached Appendix "F".

The Contract awarded as a result of this Request for Proposal will include a Provisional Cost Allowance to cover authorized travel and living expenses, if required.

### 4. Method of Payment

Contractors shall propose a progress payment schedule in their offer based on achievement of deliverables/milestones identified in the Terms of Reference. **The payment schedule shall be attached to the Offer of Services (see Annex "A-1")**. The Department reserves the right to negotiate an acceptable payment schedule prior to contract award.

### 5. Provincial Sales Tax (PST)

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

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

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

**7. Appropriate Law**

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

**8. Tender Validity**

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

**9. Proposal Documents**

The Contractor herewith submits the following:

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

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

**10. Bidder's Declaration**

The bidder is reminded of the following condition: Declaration of Convicted Offences. 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 send the completed Bidder's Declaration Form referenced in Annex "B" to Public Works Government Services Canada (PWGSC).

**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 \_\_\_\_\_, 2016  
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” – Heavy-Duty Vehicle Tire Market Analysis Study

### PRICE BREAKDOWN FOR T8080-160091

**Bidders shall provide a breakdown of the Fixed Price quoted in Article 3.1 of this Offer of Services in accordance with the following requirements.**

#### 3.1.1 Professional Services (rates to include overhead, G&A, profit, etc.)

| <u>Category of<br/>Personnel</u> | <u>Per Diem<br/>Rates</u> | <u>No. of Days<br/>Assigned</u> | <u>Total<br/>Amount</u> |
|----------------------------------|---------------------------|---------------------------------|-------------------------|
|----------------------------------|---------------------------|---------------------------------|-------------------------|

#### 3.1.2 Associated Costs (long distance telephone, reproduction costs, etc.)

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

ANNEX "A-1"

PROPOSED PAYMENT SCHEDULE

*Tenderers shall indicate below a proposed progress payment schedule based on the achievement of milestones or deliverables identified in their workplan.*

*The Department reserves the right to negotiate an acceptable payment schedule prior to contract award.*

**ANNEX “B” – Bidder’s Declaration**

Protected “B” when completed

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

***Financial Administration Act***

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

Yes [ ] / No [ ]

**Comments:**

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***Criminal Code***

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

Yes [ ] / No [ ]

**Comments:**

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

***Criminal Code***

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

Yes [ ] / No [ ]

**Comments:**

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***Competition Act***

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

Yes [ ] / No [ ]

**Comments:**

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

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

Yes [ ] / No [ ]

**Comments:**

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***Controlled Drugs and Substances Act***

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

Yes  / No **Comments:****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) \_\_\_\_\_ authorise 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

**APPENDIX “B”**

**TERMS OF REFERENCE/SELECTION CRITERIA**

## TERMS OF REFERENCE HEAVY-DUTY VEHICLE TIRE MARKET ANALYSIS STUDY

### 1. INTRODUCTION

#### **Transport Canada's (TC) ecoTECHNOLOGY for Vehicles Program (eTV)**

Transport Canada's *ecoTECHNOLOGY for Vehicles Program (eTV)* [www.tc.gc.ca/eTV](http://www.tc.gc.ca/eTV) is a horizontal initiative of the Clean Air Agenda, which forms part of the Government of Canada's broader efforts to address the challenges of climate change and air pollution. eTV's mandate is to carry out proactive work to assess the safety and environmental performance of emerging advanced on-road vehicle technologies. The program tests, evaluates and provides expert technical information on light-duty vehicle (LDV) and heavy-duty vehicle (HDV) technologies that are expected to enter the Canadian market over the next 10-15 years.

#### **Environment AND CLIMATE CHANGE Canada (ECCC)**

Environment and Climate Change Canada (ECCC)'s mandate is to protect the environment, conserve the country's natural heritage, and provide weather and meteorological information to keep Canadians informed and safe. ECCC is building on its accomplishments with the environment through credible science, effective regulations and legislation, successful partnerships, and high-quality service delivery to Canadians.

### 2. BACKGROUND

There are a number of technologies currently available for reducing the fuel use and greenhouse gas (GHG) emissions from tractor-trailers. Over the past 5-7 years, voluntary programs across North America, lead by the U.S. Environmental Protection Agency's (EPA) SmartWay Program and mirrored in Canada (SmartWay Canada) and Mexico (Transporte Limpio) have promoted a number of technologies for reducing emissions, including low rolling resistance tires. In addition, the U.S. EPA and ECCC have adopted regulations to reduce GHGs from heavy-duty vehicles and their engines. These voluntary and mandatory programs, coupled with market demand for fuel-saving technologies, have lead to an increased development and deployment of a number of aerodynamic features, low rolling resistance (LRR) tires, and other fuel-saving technologies for heavy-duty vehicles across North America.

Currently, the U.S. EPA has released a second phase of greenhouse gas emission and fuel efficiency standards for medium- and heavy-duty vehicles. Under the *Canadian Environmental Protection Act, 1999 (CEPA)*, ECCC intends to propose regulations in Canada that are largely aligned with those in the U.S. Regulatory alignment can often benefit industry by reducing trade barriers and promoting a seamless transportation system throughout North America. While Canadian industry representatives generally support aligned regulations, they have raised concerns specifically with respect to the alignment of requirements for low rolling resistance tires, as there may be differences in tire preferences for Canadian fleets relative to U.S. fleets, with Canadian fleets preferring higher traction tires.

### 3. OBJECTIVES AND SCOPE OF WORK

The objectives of this study are to collect and analyze data from the trucking industry in Canada, with a focus on Class 8 vehicles, in order to estimate the availability and adoption



rates of low rolling resistance tires in the Canadian market, as well as market preferences in terms of traction and rolling resistance.

The scope of this work will be limited to trucking fleets, tire manufacturers and truck original equipment manufacturers (OEMs). The preferred data collection method for this project is one-on-one phone interviews. A data template will be developed and refined with the assistance of the Canadian Trucking Alliance. Example data templates are shown in Annex A. These templates were adapted from Statistics Canada's Trucking Commodity Origin and Destination Survey (active) and Annual Trucking Survey (discontinued). These templates should be revised as necessary.

Information about the companies participating in the study will be collected, including:

- Company name, representative(s) interviewed (this information will remain anonymous)
- Type of trucking company (e.g. private vs. for-hire; less-than-truckload vs. truckload)
- Types of tractors operated and characteristics of the truck fleet
- Typical payloads (weight)
- Geographic coverage
- Number of tractors and trailers owned and operated and typical ownership/replacement cycles for tires
- Types of tires installed, locations of installation
- Tire preferences
- Fleet experience with LRR tires
- Maintenance costs for low rolling resistance tires
- Tire replacement mileages
- Sales data or customer preferences from truck and tire OEMs

The goal of this project is to interview and analyze data from:

- 50 trucking fleets in Canada (20 in Ontario, 10 in Quebec and Eastern Canada, 10 in Manitoba and Western Canada, and 10 in Northern Canada)
- Trucking fleets operating with various classes of vehicles/payloads, with a focus on Class 8 tractors
- Truck OEMs offering vehicles for sale in Canada
- Tire OEMs offering tires for sale in Canada

#### 4. EXPERIENCE

The contractor must have completed a project within the past 5 years involving:

- **development of a data template** to obtain, analyze and compare technology preferences and technology availability within the heavy-duty vehicle industry including heavy-duty vehicle fleets and/or original equipment manufacturers and/or suppliers
- **identification of survey candidates and conducting surveys** with trucking fleets in North America, specifically with respect to selection of technologies to help meet heavy duty vehicle greenhouse gas emission regulations
- **detailed analysis of data** from heavy-duty vehicle fleets and/or truck or tire original equipment manufacturers (OEMs) to draw conclusions on end-user technology preferences and motivations related to fuel savings and economic considerations

## 5. TASKS

### **Task 1: PROJECT PLANNING: Kick-off meeting and work-plan (1 week)**

After the award of the contract a kick-off meeting will be held with the contractor. This meeting is intended to review the work plan submitted through this proposal and finalize the details of the study, including the schedule of work and product delivery. At this meeting the contractor should also provide an overview of the methodologies to be used, as well as the deliverables. A proposed schedule is available in section 11. The majority of the work must be complete prior to March 31, 2017.

### **Task 2: identification of trucking fleets and development of analysis template (1 week)**

The contractor will deliver a final work-plan to be approved by the technical authority. This will include a list of trucking fleets and OEMs to be interviewed, and an analysis template. The work-plan, list of fleets & OEMs, and analysis template will be shared with the technical authority for final approval within one week of the kick-off meeting.

Ideally, the fleets identified should form a majority of trucking fleets in Canada, including the trucking companies which are members of the Canadian Trucking Alliance (CTA) and respective Provincial Trucking Associations (PTAs). The OEMs identified should include all major truck manufacturers that offer products for sale in Canada.

The analysis template, when completed by trucking companies and OEMs, must provide the information required to estimate levels of adoption of low rolling resistance tires in the Canadian market, and market preferences in terms of traction and rolling resistance.

### **Task 3: project execution (17 weeks)**

The objectives of this task are to conduct interviews with trucking companies, complete the analysis template developed in Task 2, and provide a draft report. Trucking companies will be contacted to determine which companies will participate in the analysis. Analysis templates will be delivered to the participating companies, interviews will be conducted, and survey results will be acquired. A report containing results and analysis will be drafted and shared with the technical authority. This report may be shared with other stakeholders for comment. This draft report is due March 27, 2017.

### **Task 4: Final Reporting**

The Technical Authority will review the final draft report and return comments to the Contractor. Other stakeholder comments may also be included. The Contractor must revise the final draft report to address the comments, and submit a revised final draft report. The Contractor must then produce a final report. This final report is due by April 28, 2017.

The Technical Authority will review deliverables for technical content and completeness. Final review and acceptance of all reports and other deliverables will be performed by the Technical Authority, as per the agreed project schedule/timeline.

## 6. BASIC REQUIREMENTS FOR THE PROPOSAL

The proposal must include the following:

- the contractor's understanding of the issue;
- a demonstration of the contractor's experience in the field;

- qualifications and experience of personnel to be assigned to the project;
- the approach proposed;
- the resources to be assigned to each task in person-days;
- a chart showing activities and milestones;
- a description of the proposed firm(s) including sub-contractors and personnel and their credentials (e.g., curriculum vitae)

## 7. REPORTS

The following applies to all tasks under this effort unless otherwise specified by the Technical Authority during the performance of that task:

- The Contractor must submit a Project Status Report with each deliverable, unless otherwise noted, which includes, at a minimum: the task/deliverable identified, type (draft or final), due date, submission date, deliverable name, and name of the project manager.
- The Contractor must deliver all draft and final reports, briefing materials and data sets to the Technical Authority in electronic format (HTML, Microsoft Visio, Microsoft PowerPoint, Microsoft Excel, Microsoft Word, Adobe Acrobat, as appropriate) via a delivery service or electronic mail.

## 8. ADDITIONAL CONSIDERATIONS

A key objective in this work is transparency – methodologies, assumptions, and inputs should be well-documented, clearly explained, and releasable to the public, except to the extent that those essential inputs from industry or government include confidential proprietary or sensitive information.

## 9. LOCATION OF WORK

The majority of the work is to be carried out in the Contractor’s facilities, and the majority of meetings will be held via video or teleconference, with the exception of on-site meetings, as required and agreed upon by the Contractor and the Technical Authority.

## 10. BI-WEEKLY/MONTHLY STATUS MEETINGS

The Contractor and Technical Authority must meet bi-weekly or monthly, to be determined during work plan development. These status meetings will be done via teleconference. The meeting attendants will discuss the project status, timelines, issues encountered, and any change in scope or funding. In addition, the Contractor must provide status briefings.

## 11. PROPOSED SCHEDULE OF DELIVERABLES AND MILESTONES

A proposed schedule, to be confirmed at the kick-off meeting, is shown below.

| <b>Deliverable by Task</b>                     | <b>Duration</b> |
|--|-----------------|
| <b>Task 1: Project planning (1 week)</b>       |                 |
| Draft work-plan                                | 0.5 week        |
| Project kick-off call                          | 0.5 week        |
| <b>Task 2: Work-plan finalization (1 week)</b> |                 |
| Trucking companies & OEMs identified           | 0.25 week       |
| Analysis Template delivered                    | 0.5 week        |
| Final work-plan delivered                      | 0.25 week       |

| <b>Task 3: Project execution (deadline: March 27, 2016) (17 weeks)</b>                                  |                 |
|---|-----------------|
| Target companies scoped and ranked  | 1 week          |
| Interview and data templates finalized  | 0.5 week        |
| Company solicitation  | 0.5 week        |
| Data templates emailed to participating companies, to be completed and returned prior to the interviews | 0.5 week        |
| Interviews scheduled  | 0.5 week        |
| Interviews conducted (~50)  | 9 weeks         |
| Data templates and interview notes compiled   | 1 week          |
| Data analysis and report drafting   | 4 weeks         |
| <b>Task 4: Final reporting (deadline: April 28, 2017) (4 weeks)</b>                                     |                 |
| Report reviewed by Technical Authority and other external reviewers, as necessary                       | 2 weeks         |
| Final editing and publication preparation   | 2 weeks         |
| <b>TOTAL</b>  | <b>23 weeks</b> |

## 12. LEVEL OF EFFORT

The estimated level of effort is approximately 115 days. The basis of payment is an all-inclusive fixed price excluding tax.

## 13. TASK AUTHORIZED WORK

The Contractor must assist the Technical Authority in preparing for and making presentations and briefings about the work performed under this project to regulators and industry. The Contractor may be required to participate in 2-3 meetings with the Technical Authority and external entities. In such meetings and briefings, the Contractor may be called upon to present the work performed under this contract, including but not limited to technology assumptions as identified via written technical direction. Travel throughout North America, specifically Canada and the U.S. may be required. Subject to approval from the technical authority, the contract may send their project resources (to a maximum of two people) to attend these meetings in-person.

## 14. CONTINUITY AND REPLACEMENT OF RESOURCES

The selected contractor shall not begin any work or be entitled to compensation for any work undertaken until authorized to begin work.

As well, the contractor will ensure that all proposed personnel and other professional resources are assigned for the duration of the contract 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 not negative impact on any work in progress.

Should the designated resources for a deliverable be unavailable for any reason, then the Selected Contractor shall immediately make available a fully qualified replacement resource to be approved by the Project Authority. Such approval is not intended to limit the Selected Contractor's flexibility but to ensure the use of agreed-to resource levels and experience for stated deliverables. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, the Selected Contractor

shall propose alternate resources. If no suitable replacement resource can be provided within a suitable timeframe (maximum of one (1) week), then the Project Authority may elect to terminate the Contract, or may elect to use an alternate method.

**Note that replacement resources are to be evaluated in accordance with the original evaluation.**

#### 15. INTELLECTUAL PROPERTY

Transport Canada has determined that any intellectual property arising from the performance of the work under the contract will vest in Canada, on the following grounds:

The main purpose of the Crown procurement contract, or the deliverables contracted for, is to generate knowledge and information for public dissemination.

#### 16. TECHNICAL AUTHORITY

The technical authority will be provided at contract award.

## ANNEX A: DRAFT TIRE MARKET ANALYSIS (FLEET)

| <b>1. MAIN BUSINESS</b>   |  |                           |  |
|---|--|---------------------------|--|
| A. Where is your head office located?   |  |                           |  |
| British Columbia  |  | Prince Edward Island      |  |
| Alberta   |  | Nova Scotia               |  |
| Saskatchewan  |  | Newfoundland & Laborador  |  |
| Manitoba  |  | Nunavut                   |  |
| Ontario   |  | Yukon                     |  |
| Quebec  |  | Northwest Territories     |  |
| New Brunswick   |  |                           |  |
| B. What is your primary business? (select all that apply)   |  |                           |  |
| Short haul  |  | LTL                       |  |
| Long haul   |  | TL                        |  |
| Distribution  |  | Agriculture               |  |
| Bus   |  | Construction              |  |
| Courier   |  | Dry Bulk                  |  |
| General freight   |  | Heavy haul                |  |
| Liquid bulk   |  | Oilfield                  |  |
| <b>2. FLEET &amp; FLEET APPLICATIONS</b>  |  |                           |  |
| A. What is the composition of your fleet? (please specify number of vehicles in each category)  |  |                           |  |
| Vocational vehicles - Class 2B (HDV GVWR> 4536 kg)  |  |                           |  |
| Vocational vehicles - Class 3 (4536 kg / 10,000 lbs < GVWR <= 6350 kg / 14,000 lbs)   |  |                           |  |
| Vocational vehicles - Class 4 (6350 kg / 14,000 lbs < GVWR <= 7257 kg / 16,000 lbs)   |  |                           |  |
| Vocational vehicles - Class 5 (7257 kg / 16,000 lbs < GVWR <= 8845 kg / 19,500 lbs)   |  |                           |  |
| Vocational vehicles - Class 6 (8845 kg / 19,500 lbs < GVWR <= 11,793 kg / 26,000 lbs)   |  |                           |  |
| Vocational vehicles - Class 7 (11,793 kg / 26,000 lbs < GVWR <= 14,969 kg / 33,000 lbs)   |  |                           |  |
| Vocational vehicles - Class 8 (GVWR > 14,969 kg / 33,000 lbs)   |  |                           |  |
| Tractors- Class 7 (11,793 kg / 26,000 lbs < GVWR <= 14,969 kg / 33,000 lbs)   |  |                           |  |
| Tractors -Class 8 (GVWR > 14,969 kg / 33,000 lbs)   |  |                           |  |
| B. For each equipment group within your fleet, specify typical tire replacement mileage (in kilometers)? (specify for all that apply) |  |                           |  |
| Car carrier   |  | Heavy specialized         |  |
| Container Chassis   |  | Livestock                 |  |
| Dump  |  | Reefer                    |  |
| Float   |  | Tanker                    |  |
| Box Van   |  | Other                     |  |
| If other, please elaborate.   |  |                           |  |
| <b>3. VEHICLE ROUTE INFORMATION</b>   |  |                           |  |
| A. Where are the majority of the routes? (select all that apply)  |  |                           |  |
| Urban/City  |  | Mountainous regions       |  |
| Rural highways  |  | Northern (ice roads, etc) |  |
| 400 Series highways/TransCanada   |  | United States             |  |
| B. In which provinces/territories do your fleets typically operate? (select all that apply)   |  |                           |  |
| British Columbia  |  | Prince Edward Island      |  |
| Alberta   |  | Nova Scotia               |  |
| Saskatchewan  |  | Newfoundland & Laborador  |  |
| Manitoba  |  | Nunavut                   |  |
| Ontario   |  | Yukon                     |  |
| Quebec  |  | Northwest Territories     |  |
| New Brunswick   |  |                           |  |

**4. TIRES REQUIRED FOR FLEET OPERATIONS**

A. What type of tires are installed for each application? (number of tires)

|              | Rib | Lug | Deep Lug | M&S | Other |
|--------------|-----|-----|----------|-----|-------|
| All position |     |     |          |     |       |
| Steer        |     |     |          |     |       |
| Drive        |     |     |          |     |       |
| Trailer      |     |     |          |     |       |

B. Are LRR tires offered in these categories? (yes/no)

|              | Rib | Lug | Deep Lug | M&S | Other |
|--------------|-----|-----|----------|-----|-------|
| All position |     |     |          |     |       |
| Steer        |     |     |          |     |       |
| Drive        |     |     |          |     |       |
| Trailer      |     |     |          |     |       |

**5. ORIGINAL EQUIPMENT OFFERINGS**

A. Do OEM vehicle packages offer tires suitable for all your fleet operations? (yes/no)

|              | Rib | Lug | Deep Lug | M&S | Other |
|--------------|-----|-----|----------|-----|-------|
| All position |     |     |          |     |       |
| Steer        |     |     |          |     |       |
| Drive        |     |     |          |     |       |
| Trailer      |     |     |          |     |       |

Please elaborate.

B. Do OEM vehicle packages offer low rolling resistance tires that are suitable for your fleet applications? (yes/no)

Please elaborate.

**6. LOW ROLLING RESISTANCE (LRR) TIRE TECHNOLOGY**

A. Are low rolling resistance tires, such as SmartWay certified tires, suitable for your fleet operations? (yes/no).

|              | Rib | Lug | Deep Lug | M&S | Other |
|--------------|-----|-----|----------|-----|-------|
| All position |     |     |          |     |       |
| Steer        |     |     |          |     |       |
| Drive        |     |     |          |     |       |
| Trailer      |     |     |          |     |       |

Please elaborate.

B. Are retreads used for any of your fleet applications? (yes/no)

Please elaborate.

C. Have you used low rolling resistance tires in any of your fleet applications, and have they resulted in fuel savings? (yes/no)

Please elaborate.

D. Have you used low rolling resistance tires in any of your fleet applications, and have they resulted in reduced traction performance? (yes/no)

Please elaborate.

E. Can you comment on the replacement costs for LRR tires and on typical replacement mileage for various vehicle applications?

Please elaborate.

ANNEX B: DRAFT TIRE MARKET ANALYSIS (TRUCK OEM)

| 1. PRODUCT OFFERING   |     |     |          |     |       |
|---|-----|-----|----------|-----|-------|
| A. What is the composition of your product model offerings? (please specify number of vehicles in each category)                  |     |     |          |     |       |
| Medium duty passenger vehicles  |     |     |          |     |       |
| Vocational vehicles - Class 2B (HDV GVWR > 4536 kg)   |     |     |          |     |       |
| Vocational vehicles - Class 3 (4536 kg / 10,000 lbs < GVWR <= 6350 kg / 14,000 lbs)   |     |     |          |     |       |
| Vocational vehicles - Class 4 (6350 kg / 14,000 lbs < GVWR <= 7257 kg / 16,000 lbs)   |     |     |          |     |       |
| Vocational vehicles - Class 5 (7257 kg / 16,000 lbs < GVWR <= 8845 kg / 19,500 lbs)   |     |     |          |     |       |
| Vocational vehicles - Class 6 (8845 kg / 19,500 lbs < GVWR <= 11,793 kg / 26,000 lbs)   |     |     |          |     |       |
| Vocational vehicles - Class 7 (11,793 kg / 26,000 lbs < GVWR <= 14,969 kg / 33,000 lbs)   |     |     |          |     |       |
| Vocational vehicles - Class 8 (GVWR > 14,969 kg / 33,000 lbs)   |     |     |          |     |       |
| Tractors - Class 7 (11,793 kg / 26,000 lbs < GVWR <= 14,969 kg / 33,000 lbs)  |     |     |          |     |       |
| Tractors - Class 8 (GVWR > 14,969 kg / 33,000 lbs)  |     |     |          |     |       |
| Other   |     |     |          |     |       |
| Please elaborate.   |     |     |          |     |       |
| B. Do you offer trucks with low rolling resistance tires, such as SmartWay certified tires, in the following categories? (yes/no) |     |     |          |     |       |
|   | Rib | Lug | Deep Lug | M&S | Other |
| All position  |     |     |          |     |       |
| Steer   |     |     |          |     |       |
| Drive   |     |     |          |     |       |
| Trailer   |     |     |          |     |       |
| Please elaborate.   |     |     |          |     |       |
| C. Are your consumers/clients requesting LRR tires for their new truck purchases?   |     |     |          |     |       |
| Please elaborate.   |     |     |          |     |       |
| D. Are your consumers/clients asking for information on replacement tires for the truck they purchased?                           |     |     |          |     |       |
| Please elaborate.   |     |     |          |     |       |



## SELECTION CRITERIA

### 1. MANDATORY CRITERIA

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

For mandatory criteria (M1-M3), Bidders can use the same project (or sub-projects) to demonstrate their experience. For example, consider a case where the Bidder completed “PROJECT A” that required them to work with three (3) or more original equipment manufacturers (OEMs) and suppliers in the heavy-duty vehicle industry (M1), and also conduct surveys with fleets (M3). In this case, the Bidder can submit “PROJECT A” as experience under mandatory criteria M1 and M3. Alternatively, bidders can submit separate projects for each criterion.

Similarly, for mandatory criteria (M1-M4), Bidders can use the same resource to demonstrate their experience. For example, consider a case where the Bidder’s “RESOURCE A” completed a project to work with three (3) or more original equipment manufacturers (OEMs) and suppliers in the automotive industry (M1), and also perform cost analysis in the automotive industry (M3). In this case, the Bidder can submit the same resource under mandatory criteria M1 and M3. Alternatively, bidders can submit separate resources for each criterion.

| <i>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria</i> |  |            |                                 |
|---|--|------------|---------------------------------|
| Criteria  | Scoring  | Yes/<br>No | Proposal<br>Cross-<br>Reference |
| <b>M1.</b>  | <b>The Bidder must propose a resource who has</b> successfully commenced and completed <b>one (1) project</b> within the past five (5) years, measured from the date of bid closing, involving the development of a data template to obtain, analyze and compare technology preferences and technology availability within the heavy-duty vehicle industry including heavy-duty vehicle fleets and/or original equipment manufacturers and/or suppliers. The Bidder must demonstrate compliance by providing a brief abstract of the project undertaken that clearly demonstrates: the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed the project. |            |                                 |
| <b>M2.</b>  | <b>The Bidder must propose a resource who has</b> successfully commenced and completed <b>one (1) project</b> within the past five (5) years, measured from the date of bid closing, involving detailed analysis of data from heavy-duty vehicle fleets and/or truck or tire original equipment manufacturers (OEMs) to draw conclusions on technology preferences and motivations related to fuel savings and economic considerations. The Bidder must demonstrate compliance by providing a brief abstract of the project undertaken that clearly demonstrates; the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed the project.                  |            |                                 |
| <b>M3.</b>  | <b>The Bidder must propose a resource who has</b> successfully commenced and completed <b>one (1) project</b> within the past five (5) years, measured from the date of bid closing, involving identification of survey candidates and conducting surveys with fleets in North America, specifically with respect to selection of technologies to help meet heavy duty vehicle greenhouse gas emissions regulations. The Bidder must demonstrate compliance by providing a brief abstract of the project undertaken that clearly demonstrates; where, the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed the project.                              |            |                                 |

**2. POINT RATED CRITERIA**

| <i>Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria</i>                               |   |                  |                                 |
|---|---|------------------|---------------------------------|
| <b>Criteria</b>   | <b>Scoring</b>  | <b>Max. Pts.</b> | <b>Proposal Cross-Reference</b> |
| <b>R1-R3. Proposal</b>  |   |                  |                                 |
| Bidders should submit a detailed proposal that includes the sub-elements identified in the following criteria (R1-R3):  |   |                  |                                 |
| <p><b>R1. Statement of understanding of the project's scope and objectives.</b></p> <p>The Bidder's proposal should include a statement of understanding of the project's scope and objectives.</p> | <p><b>R1. Maximum of 20 points</b></p> <p><b>(20 points):</b> Bidder's proposal demonstrates a complete and thorough understanding of the project's scope and objective, i.e. <b>addresses all</b> project elements, deliverables and anticipated outcomes, and also includes significant added insights that demonstrate the completeness of understanding of the objectives.</p> <p><b>(15 points):</b> Bidder's proposal demonstrates thorough understanding of the project's scope and objectives, i.e. <b>addresses major</b> project elements, deliverables or anticipated outcomes and also includes added insights that demonstrate the completeness of understanding of the objectives.</p> <p><b>(10 points):</b> Bidder's proposal demonstrates a general understanding of the project's scope and objective, i.e. <b>addresses most major</b> project elements, deliverables and anticipated outcomes.</p> <p><b>(5 points):</b> Bidder's proposal demonstrates an incomplete or incorrect understanding of the project's scope and objectives, i.e. <b>does not address</b> or include major project elements, deliverables or anticipated outcomes.</p> <p><b>(0 points):</b> Bidder's proposal <b>does not demonstrate or address</b> any understanding of the project's scope and objectives.</p> | <b>/20</b>       |                                 |

|  |   |                   |  |
|--|---|-------------------|--|
| <p><b>R2. Proposed approach</b></p> <p>The Bidder's proposal should include a proposed approach to how they would complete the Work included in the Statement of Work.</p> | <p><b>R2. Maximum of 40 points</b></p> <p><b>(40 points):</b> Bidder provides a comprehensive description of their proposed approach with significant added insights. The Bidder identifies all of the issues to be addressed; provides a detailed methodology/approach to addressing the issues; includes a detailed description of potential risks and risk mitigation strategies; and clearly identifies and discusses all assumptions they make in their proposed approach.</p> <p><b>(30 points):</b> Bidder provides a complete description of their proposed approach with some added insights. The Bidder identifies most of the issues to be addressed; provides a detailed methodology/approach to addressing the issues; includes a description of potential risks and risk mitigation strategies, and identifies most assumptions they make in the proposed approach.</p> <p><b>(20 points):</b> Bidder provides a general description of their proposed approach with a few added insights. The Bidder identifies the major issues to be addressed; provides a high-level methodology/approach to addressing the issues; provides a limited description of potential risks and risk mitigation strategies, and identifies only major assumptions they make in their proposed approach</p> <p><b>(10 points):</b> Bidder provides an incomplete description of their proposed approach with no added insights. The Bidder does not identify issues to be addressed; provides an incomplete methodology/approach to addressing the issues; provides no description of potential risks and risk mitigation strategies, and does not identify any details on assumptions they make in their proposed approach</p> <p><b>(0 points):</b> Bidder does not provide a proposed approach to complete the Statement of Work.</p> | <p><b>/40</b></p> |  |
|--|---|-------------------|--|

|   |  |                   |  |
|---|--|-------------------|--|
| <p><b>R3. Project plan and schedule</b></p> <p>The Bidder's proposal should include a project plan and schedule that details deadlines and milestones. The project plan will be evaluated for its completeness, clarity and achievability, as demonstrated through use of a work-breakdown structure mapped to the statement of work (SoW) tasks.</p> | <p><b>R3. Maximum of 20 points</b></p> <p><b>(20 points):</b> Bidder's proposal includes a detailed project plan that identifies all of the necessary management, administrative and engineering tasks required for successful completion of each task outlined in the SoW, and at a higher level of detail that is described in the SoW. All tasks and sub-tasks are reflected in a comprehensive schedule that includes risks, required inputs from Canada (if any is identified in the bidder's proposal), identifies critical path activities and presents consideration to anticipate and avoid delays;</p> <p><b>(15 points):</b> Bidder's proposal includes a project plan that identifies the major management, administrative and engineering tasks required for successful completion of each task outlined in the SoW, and at level of detail that is described in the SoW, or higher. All tasks and sub-tasks are reflected in a comprehensive schedule that includes risks, required inputs from Canada (if any is identified in the bidder's proposal), identifies critical path activities and presents consideration to anticipate and avoid delays.</p> <p><b>(10 points):</b> Bidder's proposal includes a project plan that only includes major management, administrative and engineering tasks required for successful completion of each task outlined in the SoW. Only major tasks are reflected in a schedule; risks and required inputs from Canada, (if any is identified in the bidder's proposal), are not identified; only high-level critical path activities are identified, and there is minimal consideration to anticipate and avoid delays.</p> <p><b>(5 points):</b> Bidder's proposal includes a project plan that does not include major management, administrative and engineering tasks required for successful completion of each task outlined in the SoW. Some major tasks are not reflected in a schedule; risks and required inputs from Canada (if any is identified in the bidder's proposal) are not identified; there are no critical path activities identified, and there is no consideration to anticipate and avoid delays.</p> <p><b>(0 points):</b> Bidder does not provide a project plan.</p> | <p><b>/20</b></p> |  |
|---|--|-------------------|--|

**R4. Experience**

**Bidders should submit projects, in addition to those submitted under the mandatory criteria, to illustrate the proposed resource’s additional experience, as identified in the criteria below (R4.1-R4.3).**

For criterion R4.1 to R4.2, Bidders can use the same project (or sub-projects) to demonstrate their experience. For example, consider a case where the bidder completed “PROJECT A” that required them to conduct surveys (R4.1) and work with original equipment manufacturers (R4.2) as sub-project elements. In this case, the Bidder can submit PROEJCT A as experience under criteria R4.1 and R4.2. Alternatively, bidders can submit separate projects for each criterion.

Similarly, for criterion R4.1 to R4.2, Bidders can use the same resource when demonstrating their experience. For example, consider a case where the bidder’s “RESOURCE A” completed a project to conduct surveys with fleets and original equipment manufacturers (R4.1), and also a project working with original equipment manufacturers (R4.2). In this case, the Bidder can submit the same resource under criteria R4.1 and R4.2. Alternatively, bidders can submit separate resources for each criterion.

|   |   |                   |  |
|---|---|-------------------|--|
| <p><b>R4.1 Experience in conducting surveys with fleets and original equipment manufacturers</b></p> <p>The Bidder should demonstrate the proposed resource’s experience in conducting surveys with vehicle fleets or original equipment manufacturers.</p> <p>The Bidder should demonstrate this experience by providing a brief abstract of project(s) the proposed resource has commenced and completed, within the past five (5) years, measured from the date of bid closing, that clearly demonstrates the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed each project.</p> | <p><b>R4.1 Maximum of 10 points</b></p> <p><b>(10 points):</b> Bidder demonstrates 3 or more projects.</p> <p><b>(7 points):</b> Bidder demonstrates 2 projects.</p> <p><b>(5 points):</b> Bidder demonstrates 1 project.</p> <p><b>(0 points):</b> Bidder demonstrates 0 projects.</p> | <p><b>/10</b></p> |  |
|---|---|-------------------|--|

|  |  |                   |  |
|--|--|-------------------|--|
| <p><b>R4.2 Experience identifying survey candidates and developing data templates for analysis of technology preferences and technology availability within the heavy-duty vehicle industry.</b></p> <p>The Bidder should demonstrate this experience by providing a brief abstract of project(s) the proposed resource has commenced and completed, within the past five (5) years, measured from the date of bid closing, that clearly demonstrates the month and year commenced and completed, and how (through what activities, responsibilities and approach) they successfully completed each project.</p> | <p><b>R4.2 Maximum of 10 points</b></p> <p><b>(10 points):</b> Bidder demonstrates projects with 5 or more trucking fleets and/or OEMs and suppliers.</p> <p><b>(7 points):</b> Bidder demonstrates projects with 4 trucking fleets and/or OEMs and suppliers.</p> <p><b>(5 points):</b> Bidder demonstrates projects with 3 trucking fleets and/or OEMs and suppliers.</p> <p><b>(0 points):</b> Bidder demonstrates projects with 0 trucking fleets and/or OEMs and suppliers.</p> | <p><b>/10</b></p> |  |
|--|--|-------------------|--|

**3. TECHNICAL SCORING**

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

Maximum Rated Points Available: 100 points  
 Minimum Overall Pass Mark: 70 points (70%)

**4. FINANCIAL SCORING**

Lowest cost submitted will be awarded a total of 30 points and all other proposed costs submitted will be prorated using the following formula:

$$\frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 30 = \underline{\hspace{2cm}}$$

**5. SELECTION OF BIDDER**

The bidder receiving the highest combined point rating (technical points + financial points) will be selected as the successful bidder.

**APPENDIX “C”**  
**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 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 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 Terms of Reference.

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.

## 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

**APPENDIX “D”**

**SUPPLEMENTARY CONDITIONS  
(INTELLECTUAL PROPERTY)**

## SUPPLEMENTAL CONDITIONS

### TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT CONTRACTS

#### CROWN OWNS

The following set of clauses entitled **CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information** replaces all clauses referring to ownership of intellectual and other property, including copyright, in the General Conditions.

#### **CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information**

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights

#### **01 Interpretation**

##### 1. In the Contract,

“Background Information” means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

“Canada” means Her Majesty the Queen in right of Canada;

“Firmware” means any computer program stored in integrated circuits, read-only memory or other similar devices;

“Foreground Information” means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

“Intellectual Property Right” means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders’ rights) or arising from protection of information as a trade secret or as confidential information;

“Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

“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 his/her representative(s) appointed for the purpose of the Contract;

“Software” means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

“Technical Information” means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

## **02 Disclosure of Foreground Information**

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

## **03 Canada to Own Intellectual Property Rights in Foreground Information**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (2015)

or

© SA MAJESTÉ LA REINE DU CHEF DU Canada (2015)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada’s expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.



#### **04 License to Intellectual Property Rights in Background Information**

1. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

(a) for the use, operation, maintenance, repair or overhaul of the Work;

(b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;

I for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

4. The Contractor acknowledges that, subject to paragraph I of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

#### **05 Right to License**

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

#### **06 Access to Information; Exception to Contractor Rights**

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  - (c) is independently developed by or for Canada; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

#### **07 Waiver of Moral Rights**

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

**TRANSPORT CANADA**  
**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 tenderers own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".

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

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

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

## **10. SIGNING OF DOCUMENTS**

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

## **11. TENDER VALIDITY PERIOD**

11.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 90 days following Tender Closing Time.

11.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 90-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

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

## **12. INCOMPLETE TENDERS**

12.1. Incomplete or conditional tenders will be rejected.

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

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

### **13. REFERENCES**

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

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

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

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

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

**APPENDIX “F”**

***MAXIMUM ALLOWANCE FOR TRAVEL, ETC.***

**MAXIMUM ALLOWANCES FOR TRAVEL, ACCOMMODATION,  
MEALS AND INCIDENTAL EXPENSES IN CANADA AND USA**

1. The following prescribes the maximum amounts payable for expenses incurred while on travel status for authorized transportation, accommodation, meals and incidental expenses in Canada and continental U.S.A.
2. The amounts listed in Section 6 and Section 7 are inclusive of taxes. The Contractor must claim travel expenses NET OF ANY INPUT TAX CREDITS obtained from Revenue Canada.
3. Taxes are not applicable to the per diem rates for travel in the U.S.A.
4. The Contractor shall be reimbursed for actual and reasonable costs upon evidence of payment as described hereunder.
5. Definitions
  - 5.1. "Reasonable" costs for travel and accommodation shall be interpreted as meaning:
    - 5.1.1. Travel: standard commercial transportation at a level up to full-fare economy. (Additional costs incurred for business class or first class will not be reimbursed.)
    - 5.1.2. Accommodation: standard commercial accommodation. Additional costs incurred for luxury accommodation will not be reimbursed. The allowance for accommodation at private non-commercial facilities is \$50.00 per night.
6. Kilometre rates payable in cents per kilometre for pre-authorized use of private cars:

The kilometric rate payable when a Canadian registered vehicle is driven on government business travel in more than one province or in the USA shall be the rate applicable to the province or territory of registration of the vehicle.

| Provinces          | <u>Cents/Km (taxes included)</u> |
|--------------------|----------------------------------|
| Alta.              | <u>43.0</u>                      |
| B.C.               | <u>47.0</u>                      |
| Man.               | <u>45.5</u>                      |
| N.B.               | <u>48.0</u>                      |
| Nfld. and Labrador | <u>50.5</u>                      |
| N.W.T.             | <u>56.5</u>                      |
| N. S.              | <u>48.5</u>                      |
| Nunavut            | <u>57.5</u>                      |
| Ont.               | <u>53.5</u>                      |
| P.E.I.             | <u>46.5</u>                      |
| P.Q.               | <u>49.0</u>                      |
| <b>SASK.</b>       | <u>44.5</u>                      |
| Yukon              | <u>57.0</u>                      |



7. Meals and Allowances

|   | Canadian \$ (taxes included)              |                  |         |         |
|---|---|------------------|---------|---------|
|   | Canada & USA <sup>1</sup> (except Alaska) | Yukon and Alaska | N.W.T.  | Nunavut |
| <b>Meal Allowances</b>  |   |                  |         |         |
| • breakfast   | \$16.80                                   | \$16.20          | \$22.85 | \$24.40 |
| • lunch   | \$17.00                                   | \$19.10          | \$25.20 | \$35.15 |
| • dinner  | \$45.00                                   | \$52.55          | \$57.35 | \$74.55 |
| <b>Incidental expense allowances (per day, with overnight stay)</b> | \$17.30                                   | \$17.30          | \$17.30 | \$17.30 |

1. Rates in the USA are the same as in Canada but paid in US funds.

8. The following expenses shall be supported by original vouchers, receipts or other appropriate documents:
- 8.1. commercial transportation costs;
  - 8.2. overnight accommodation expenses, excluding accommodation at private non-commercial facilities (see Section 5.1.2);
  - 8.3. excess luggage charges;
  - 8.4. taxis charges, where the fee exceeds \$10.00. For travel of less than one day, receipts are required for all taxi charges.
  - 8.5. parking charges;
  - 8.6. long distance telephone, telegraph, telex, cable, express charges;
  - 8.7. currency exchange charges.

**APPENDIX "G"**  
**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><br>(two or more partners)                 | (1) (name), (occupation), (address) of each acting partner carrying on the partnership business.<br><br>(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><br>(single individual enterprise) | (1) (name), (occupation), (address) of individual carrying on business under his/her personal name.<br><br>(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.<br><br>By the sole proprietor under the trade name:<br>ex. X reg.<br>By: _____<br>(X's signature) |
| <b>MUNICIPALITY</b>  | (name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.  | By the municipal officer(s) authorized by a resolution of the Municipal Council.  |

**IMPORTANT:**

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

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

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

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

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

| <u><b>PARTIES</b></u>  | <u><b>DESCRIPTION</b></u>   | <u><b>SIGNATURE</b></u>  |
|--|---|--|
| <b>INCORPORATED COMPANY</b>  | (exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.   | By the representative(s) authorized by a resolution of the board of directors.   |
| <b>PARTNERSHIP</b>   |   |  |
| (I) General Partnership<br>two partners or more<br>(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<br>two partners or more<br>(person or legal persons)      | Same as above.  | By one or more general partner(s).   |
| (III) Undeclared Partnership<br>two partners or more<br>(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><br>(single individual enterprise)                       | (name), (occupation), (domicile) of sole proprietor carrying on business under his personal name.<br><br>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.<br><br>By the sole proprietor under the trade name<br>Ex. X reg'd<br>By: _____<br>(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.

# ***RETURN ENVELOPES***

## **ENVELOPE 1 - TECHNICAL**

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

- CONTACT NAME
- TELEPHONE NUMBER
- FAX NUMBER

|   |
|---|
| FROM - EXPÉDITEUR   |
| ADDRESS - ADRESSE   |
| TENDER FOR - SOUMISSION POUR<br><br>Heavy-Duty Vehicle Tire Market Analysis Study |
| NUMBER - NUMÉRO<br><b>T8080-160091</b>  |
| DATE DUE - DÉLAI<br>December 15, 2016, 14:00 HRS (2:PM)<br>OTTAWA TIME            |

# TENDER - SOUMISSION

## TENDER RECEPTION

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