



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

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

BID SOLICITATION DEMANDE DE SOUMISSIONS

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

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Solicitation closes - La demande prend fin at - à 14:00 EST on - le September 6, 2017	File No. - N° de dossier
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Date of Solicitation - Date de la demande August 16, 2017	
Address inquiries to - Adresser toute demande de renseignements à : Bruce Weir Procurement Advisor bruce.weir@tc.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 613 993 7415	Facsimile No. N° de télécopieur
Destination Transport Canada Tower "C", Place de Ville 330 Sparks Street Ottawa, Ontario K1A 0N5	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no Security Requirements for this RFP

1.2 Statement of Work

Transport Canada has a requirement for **a firm price** study into, analysis of and report on the Supply Chain for Flammable Gases in Canada as detailed in Article 6.2 of the Resulting Contract Clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Enquiries and Communications

When contacting Transport Canada concerning this requirement, Bidders must follow the procedures detailed in

- a) Enquiries or Questions in accordance with Article 2.5 below, and
- b) Communications with Transport Canada in accordance with Article 2.18 below

Failure to follow these provisions alone may result in a Bidder's proposal being rejected.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Integrity Provisions - Bid

2.2.1 Bidders must comply with the Code of Conduct for Procurement. In addition, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.

2.2.2 By submitting a bid, bidders confirm that they understand that, to ensure fairness openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined, after contract award, that the Bidder made a false declaration, Canada will, following a notice period, have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information requested. The Bidder and any of the Bidder's Affiliates will also be required to remain free and clear of any acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of any contract resulting from this bid solicitation.

2.2.3 Affiliates

For the purpose of these Integrity Provisions, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's Affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indications of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

2.2.4 Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

2.2.5 Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.”

2.2.6 The Bidder must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the contract period. The Bidder must also, when requested, provide Canada with properly completed and signed consent forms.

2.2.7 By submitting a bid, the Bidder certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.

2.2.8 By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's 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.

2.2.9 Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Bidder must therefore provide with its bid or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.

2.2.10 By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:

- a. 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
- b. 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
- c. 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
- d. 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
- e. section 239 (False or deceptive statements) of the Income Tax Act, or
- f. section 327 (False or deceptive statements) of the Excise Tax Act, or

- g. 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
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

The Bidder also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a contract resulting from this bid solicitation, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

2.2.11 Foreign Offences

The Bidder also certifies that, within a period, as defined in the Time Period subsection, neither the Bidder nor any of the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

2.2.12 Subcontractors

The Bidder must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

2.2.13 Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Bidder or any of the Bidder's Affiliates has elapsed, then the Bidder must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

2.2.14 Public Interest Exception

Bidders understand that Canada may enter into contract with a bidder, where the Bidder or the Bidder's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- a) no one else is capable of performing the contract;
- b) emergency;
- c) national security;
- d) health and safety; or
- e) economic harm;

If all bids are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only bids containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

2.2.15 Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contracts Regulations and the Code of Conduct for Procurement.

2.3 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation to

Mail Room
Transport Canada - AFMC
330 Sparks Street, Place de Ville -Tower C
Routing - AFTC
Ottawa ON K1A 0N5

2.4 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- name of former public servant;
- date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published

proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;
conditions of the lump sum payment incentive;
date of termination of employment;
amount of lump sum payment;
rate of pay on which lump sum payment is based;
period of lump sum payment including start date, end date and number of weeks;
number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

All enquiries must be submitted in accordance with the instructions detailed in Article 2.18.

2.6 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.7 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may

contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

2.8 Standard Instructions, Clauses and Conditions

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

2.9 Definition of Bidder

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

2.10 Submission of Bids

2.10.1 Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17.

2.10.2 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by closing date and time a complete bid;
- e. send its bid only to Transport Canada Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- f. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
- f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

2.10.3 Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

2.10.4 Bid documents and supporting information may be submitted in either English or French.

2.10.5 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).

2.10.6 Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

2.10.7 A bid cannot be assigned or transferred in whole or in part.

2.11 Late Bids

Transport Canada will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

2.12 Delayed Bids

2.12.1 A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Transport Canada are:

- 2.12.1.1 a CPC cancellation date stamp; or
- 2.12.1.2 a CPC Priority Courier bill of lading; or
- 2.12.1.3 a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

2.12.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by Transport Canada.

2.12.3 Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

2.13 Transmission by Facsimile

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail will not be accepted.

2.14 Customs Clearance

It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

2.15 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

2.16 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

2.17 Rejection of Bid

2.17.1 Canada may reject a bid where any of the following circumstances is present:

2.17.1.1 the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;

2.17.1.2 an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

2.17.1.3 the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;

2.17.1.4 evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;

2.17.1.5 evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

2.17.1.6 with respect to current or prior transactions with the Government of Canada:

2.17.1.6.1 Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;

2.17.1.6.2 Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2.17.2 Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.

2.17.3 Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:

2.17.3.1 reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;

2.17.3.2 reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result

that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

2.18 Communications with Transport Canada - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

2.19 Price justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

2.20 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.21 Conduct of Evaluation

2.21.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- 2.21.1.1 seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- 2.21.1.2 contact any or all references supplied by bidders to verify and validate any information submitted by them;
- 2.21.1.3 request, before award of any contract, specific information with respect to bidders' legal status;
- 2.21.1.4 conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- 2.21.1.5 correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
- 2.21.1.6 verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;

2.21.1.7 interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

2.21.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

2.22 Joint Venture

2.22.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

2.22.1.1 the name of each member of the joint venture;

2.22.1.2 the Procurement Business Number of each member of the joint venture;

2.22.1.3 the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;

2.22.1.4 the name of the joint venture, if applicable.

2.22.2 If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

2.22.3 The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

2.23 Conflict of Interest - Unfair Advantage

2.23.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

2.23.1.1 if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;

2.23.1.2 if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

2.23.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

2.23.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.24 Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

2.25 Further Information

For further information, bidders may contact the Contracting Authority identified in the bid solicitation, following the procedures detailed in Articles 2.5 and 2.18.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (one hard copy)
- Section III: Certifications (one hard copy)
- Section IV: Additional Information (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. This section must include

- a) Detailed resumes for the resources proposed in sufficient detail to clearly indicate how each resource meets the requirements herein,

Detailed Resumes must as a minimum include the following details in a clear and concise manner:

- Chronological work description of relevant project experience (including years/months of engagement with start and end dates);
- Specific experience in transportation of dangerous goods (DGs), flammable gases supply chain analysis, supply chain analysis related to DGs, and/or the oil industry with particular focus on the supply chain associated to flammable gases); and
- Where, when and how the experience was obtained.

Medium Project is defined as a project valued at \$500,000 to \$1,000,000 (total project cost) and having a duration of not less than 6 months.

Large Project is defined as a project valued at greater than \$1,000,000 (total project cost) and having a duration of not less than 6 months.

- b) A work plan that details how the Bidder proposes to carry out the work and meet all of the requirements. This work plan shall include
 - a) The specific activities anticipated;
 - b) Timelines;
 - c) The level of effort and resource for each activity;
 - d) A proposed project plan using a GANTT Chart or equivalent format;
 - e) Clear understanding of the Canadian Transportation of Dangerous Goods environment;
 - f) Methodology and execution with identifying potential problems and proposed solutions;
 - g) Hazardous waste regulations (to flammable gases disposal); and
 - h) Approach and understanding of the expected deliverables (such as quality control and reporting systems, and the processes in place to ensure successful delivery of the work).

- c) A detailed list of projects that demonstrate compliance with the mandatory and rated requirements stated in Part 4 below. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation. This list must include a project summary for each project, which includes
 - a. Name of the client organization;
 - b. Project start and end dates (month/year to month/year);
 - c. Description of the roles and responsibilities of the Bidder or the Bidder's Proposed Resource in the project;
 - d. Description of scope and objective of project;
 - e. Dollar value of project; and
 - f. Name, phone number or e-mail of client reference.

In the case where the timelines of two or more projects overlap, the duration of time common to each project will not be counted more than once. Transport Canada reserves the right to request and contact Client references to validate information in the proposal.

- d) Education must have been obtained from a recognized Canadian university, college or high school, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.

When a diploma, degree, certification, etc. is requested, the Bidder should provide it with the Bid. If it is not provided with the Bid, the Contracting Authority may request that the Bidder provide the document within a specified time frame. If the document is not provided within this time frame, the Bid will be considered non-responsive.

- e) Bidders should include as part of their proposal, a grid providing a cross-referencing of statements of compliance with the supporting data and resume evidence contained in their proposals.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

Bidders must submit any other data not covered in Sections I through III in Section IV

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, supported by one consultant from Altis Human Resources Inc. will evaluate the bids.
- (d) Transport Canada reserves the right to request and contact Client references to validate information in the proposal.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Proposals MUST give evidence of compliance to the following mandatory requirements, and present supporting documentation.

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

The Bidder's Proposed Resource			
Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT1	The Bidder shall demonstrate that it has a minimum of five (5) years cumulative experience within the past eight (8) years in supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada.		
MT2	The Bidder must demonstrate through the submission of a Detailed Resume that the proposed Project Manager has a minimum of five (5) years cumulative experience (within the last eight (8) years) including <ul style="list-style-type: none"> • Has carried out supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada; • Has knowledge from a safety perspective of the transportation of dangerous goods in Canada; and • Has completed at least two previous contracts with the federal government, with knowledge of 		

<p>MT3</p>	<p>public sector processes.</p> <p>The bidder must demonstrate that personnel proposed to carry out the work meet the following education requirements:</p> <ul style="list-style-type: none"> - at least one resource must have a degree, diploma or certificate, from a recognized university or college in geography or Geographic Information Systems; and - all other resources proposed must have graduated with a degree from a recognized university in science (with a specialization in chemistry, biochemistry, biology, environmental science, or related field) or a degree in chemical engineering. <p>Bidders are requested to include as part of their proposal copies of all diplomas, degrees and certificates referenced in the proposal.</p>		
<p>MT4</p>	<p>The bidder must demonstrate that personnel proposed to carry out the work meet the following work experience requirements:</p> <ul style="list-style-type: none"> - At least one of the resources proposed must have a minimum of five (5) years' experience and/or knowledge, within the past eight (8) years, working in the field of geography or GIS; and - All other resources proposed must have minimum of five (5) years' experience and/or knowledge, within the past eight (8) years, working in the field of chemistry, biochemistry, biology, environment science, chemical engineering or related fields. 		
<p>MT5</p>	<p>The Bidder must provide two (2) project summaries/descriptions (3 page max) to demonstrate their experience with supply chain analyses for the transportation sector and/or for the transportation of dangerous goods in Canada. The following will be included in the summaries:</p> <ul style="list-style-type: none"> • The name of the client organization; • A brief description of the scope of the service provided and the number of participant(s); • The dates/duration of the project; • The \$ value of the project (to the Bidder) – see Definitions*; • The extent to which the services were provided on-time, on-budget and in accordance with the established project; • Resources/personnel involved; 		

	<ul style="list-style-type: none"> • The total Bidder level of effort (in days) during the duration of the project; and • Objective of the project. Key factors and strategies to be considered in order to address the requirements including risks and challenges that may be encountered.		
MT6	Point Rated Technical Score for Bidder's Proposal must be equal to or greater than 49 out of 70.		

4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified below. The score calculated as shown below will be converted to a score out of 70 points.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources			
RT1	The Bidder should demonstrate that the proposed project manager and team members (2 page maximum) have a high degree of relevant experience in the following elements related to flammable gas transportation or manufacturing: <ul style="list-style-type: none"> • Analysis of existing transportation trade and forecast data; • Knowledge of the properties of the DGs or its manufacturing (and by-products); and • Knowledge of roles and responsibilities of various parties relevant to the transportation and refining of flammable gases within the supply chain, as well as any relevant intermodal systems. Up to fifteen (15) points will be allotted for each of the above elements for up to a maximum of forty-five (45) points. 15 = Excellent (clear, thorough) plan, sufficient detail to provide understanding of work, i.e., no gaps in information; 12 = Good plan, sufficient detail to provide understanding of work, but with minor weaknesses/gaps in information; 9 = Adequate plan, sufficient detail to provide understanding of work, but with weaknesses/gaps in information; 6 = Poor plan, insufficient detail to provide	45	

	<p><i>understanding of work with major weaknesses/gaps in information;</i> <i>3 = Inadequate plan; lacks detail/information</i> <i>0 = No plan;</i></p>		
RT2	<p>The Bidder should demonstrate that it has proposed a team that has educational that is relevant to a Work to a high degree.</p> <p><i>20 = all resources have highly relevant education</i> <i>15 = 75% to 99% of resources have highly relevant education</i> <i>10 = 50% to 74% of resources have highly relevant education</i> <i>5 = 25% to 49% of resources have highly relevant education</i> <i>0 = less than 25% of resources have highly relevant education</i></p>	20	
RT3	<p>The Bidder should demonstrate that it has proposed a team that meets or exceeds the experience requirements</p> <p><i>20 = all resources exceed the experience requirements</i> <i>15 = 75% to 99% of resources exceed the experience requirements</i> <i>10 = 50% to 74% of resources exceed the experience requirements</i> <i>5 = 25% to 49% of resources exceed the experience requirements</i> <i>0 = less than 25% of resources exceed the experience requirements</i></p>	20	
RT4	<p>The Work Plan submitted as part of Bidder's Proposal is well thought out, will be evaluated against the following criteria</p> <ul style="list-style-type: none"> - The proposal shows a clear understanding of Transport Canada's Dangerous Goods environment; - The methodology proposed identifies potential problems and proposed solutions; - The methodology proposed shows a high probability of success; - The Work Plan addresses Hazardous Waste regulations with respect to the disposal of flammable gases; - The Work Plan demonstrates that the Bidder has a clear understanding of the expected deliverables; and - The Work Plan addresses Quality Control as well as the processes proposed to ensure that the Work can be delivered successfully. <p><i>Up to forty-five (45) points will be allotted for the above.</i></p> <p><i>9 = Excellent (clear, thorough), sufficient detail to provide understanding of work, i.e., no gaps in</i></p>	45	

<p><i>information, very high probability of success; 7 = Good plan, sufficient detail to provide understanding of work, but with minor weaknesses/gaps in information; 5 = Adequate plan, sufficient detail to provide understanding of work, but with weaknesses/gaps in information; 4 = Poor plan, insufficient detail to provide understanding of work with major weaknesses/gaps in information; 1 = Inadequate plan; lacks detail/information 0 = No plan;</i></p>		
Sub Total		
Point Rated Technical Score = (Sub Total)/130x70		

4.1.2 Financial Evaluation

A financial point score will be calculated for each bid using the following formula

$(\text{Price L}/\text{Price Bid}) \times 30$

Where

Price L = the price of the lowest price responsive bid, and

Price Bid = the price of the bid being evaluated

4.1.3 Bid Score

The Bid Score for a proposal shall be the sum of the Point Rated Technical Score of para 4.1.1.2 above and the Financial Point Score of para 4.1.3 above.

4.2 Basis of Selection

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory technical evaluation criteria; and
- c) meet the minimum technical score of 70% or 56 points

Bids not meeting (a) (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of technical points nor the one that proposed the lowest price will necessarily be accepted.

The responsive bid with the highest Bid Score calculated in accordance with para 4.1.3 above will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certification as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Additional Certifications Precedent to Contract Award

5.2.1.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.1.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There are no security requirements associated with the Work

6.2 Statement of Work

The Contractor shall carry out

6.2.1 A study into and report on the release of chlorine as detailed in the Statement of Work attached as Annex B, and

6.2.2 Technical investigations related to, but not specifically included in the above, on as and when required basis, duly approved by Transport Canada through a Task Authorization issued using form PWGSC 572 and using the labour categories detailed in Annex B Appendix B.

6.3 Standard Clauses and Conditions

6.3.1 All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada

6.3.2 Transport Canada General Conditions Services apply to and form part of the Contract.

6.4 Period of Performance

The period of performance is from date of contract award to March 31, 2018, inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Bruce Weir
Procurement Advisor
Transport Canada - AFMC
275 Sparks Street,
Routing - AFTC
Ottawa Ontario K1A 0N5
Phone: 613-993-7415
E-Mail: bruce.weir@tc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

TBD
Scientific Research Advisor
330 Sparks Street,
Ottawa, Ontario K1A 0N5

Canada

Telephone: 613-tbd-tbdd

E-mail: TBD@tc.gc.ca

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

An individual;

An individual who has incorporated;

A partnership made of former public servants; or

A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

Name of former public servant;

Date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

Name of former public servant;
Conditions of the lump sum payment incentive;
Date of termination of employment;
Amount of lump sum payment;
Rate of pay on which lump sum payment is based;
Period of lump sum payment including start date, end date and number of weeks;
Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes

6.7 Payment

6.7.1 Basis of Payment

The Contractor shall be paid in accordance with the following

- a. In consideration for the Contractor satisfactorily completing all of its obligations under Article 2.1 for a study into, analysis of and report on the Supply Chain for Flammable Gases in Canada, the Contractor will be paid a firm lot price of \$XXX plus HST estimated at \$ XXX,
- b. The total estimated price is \$ XX plus HST estimated at \$ XX.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure

- a. Canada's total liability to the Contractor under the Contract, inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are excluded and Applicable Taxes are extra.
- b. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- c. The Contractor must notify the Contracting Authority in writing as to the adequacy of the Travel and Living estimate:
When it is 75 percent committed, or
Four (4) months before the contract expiry date, or

As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

d. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

6.7.3 Method of Payment

6.7.3.1 For the work detailed under Article 2.1 for a study into, analysis of and report on the Supply Chain for Flammable Gases in Canada, Canada will pay the Contractor following completion and acceptance of all Work,

6.7.3.2 Payment detailed above will be made following receipt of an invoice submitted in accordance with the payment provisions of the Contract, if:

- a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) All such documents have been verified by Canada;
- c) The Work performed has been accepted by Canada.

6.7.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- A copy of time sheets to support the time claimed;
- A copy of the release document and any other documents as specified in the Contract;
- A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- A copy of the monthly progress report.

2. Invoices, original and one (1) copy, must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

6.8.3 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) This Resultant Contract Clauses;
- (b) The General Conditions attached as Annex A;
- (c) Statement of Work, attached as Annex B,
- (d) The Contractor's bid dated _____ (insert date of bid)

RESULTANT CONTRACT CLAUSES ANNEX A GENERAL CONDITIONS

STUDY INTO, ANALYSIS OF AND REPORT ON THE SUPPLY CHAIN FOR FLAMMABLE GASES IN CANADA

1. Interpretation

In the Purchase Order,

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

2. Priority of Documents

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

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

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

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

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

5. Time of the Essence

5.1. Time is of the essence of the Contract.

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

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

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

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

6. Indemnification

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

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

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

7. Notices

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

8. Termination or Suspension

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

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

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred

by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

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

8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. The Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment 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 Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

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

18.1.1 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

18.1.2 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract, whichever is the later.

18.2. 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 18.1 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 for 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

Apart from meetings with Transport Canada, all work shall be carried out at Contractor's facility.

21. No Other Benefits

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

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

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

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

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

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

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

23. Minister's Responsibilities

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

24. Public Disclosure

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

25. Integrity Provisions

25.1 Statement

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

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

25.2 List of Names

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

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

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

25.5 Canadian Offences Resulting in Legal Incapacity

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

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

25.5.1.2 Section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 42.22 (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

RESULTANT CONTRACT CLAUSES
ANNEX B STATEMENT OF WORK for SUPPLY CHAIN ANALYSIS OF FLAMMABLE
GASES IN CANADA

1. TITLE

Supply Chain Analysis of Flammable Gases in Canada

2. BACKGROUND

The Transportation of Dangerous Goods Directorate (TDG), based on risks, develops safety standards and regulations, conducts oversight and provides expert advice on dangerous goods (DGs) incidents to promote public safety in the transportation of DGs by all modes of transport in Canada.

Currently, there are gaps in TDG's knowledge regarding the movements of flammable gases (Class 2.1) in Canada. There are 126 different commodities classified as class 2.1. Flammable gases are heavily used by industry as feedstock in the production of plastics and other chemical compounds. As well, many of these flammable gases are an integral part of Canadian's lives since they are often used as cooling agents for refrigeration, and used to heat residential and commercial buildings.

Flammable gases are often transported in high volume and are among the most frequently shipped class of dangerous good by rail in Canada. Incidents involving DGs from 2010 to 2015 saw flammable gases ranked among the top 3 classes with the highest number of incidents. This is a concern to TDG because of the volume of flammable gases being transported and the need for these DGs in the everyday life of Canadians.

3. STUDY MOTIVATION

Transport Canada (TC) is committed to providing Canadians with a safe and secure transportation experience. The high demand for flammable gases across the country and the frequency of incidents is prompting TDG to better understand the flammable gases supply chain in order to mitigate the risk of DGs incidents and protect the safety of Canadians. Additionally, there is a lack of comprehensive data on flammable gases beyond what travels by rail. TDG will take this opportunity to fill in the gaps relating to the movement, and production of flammables gases in Canada, as well as, identifying all DGs that are used to support this supply chain.

4. OBJECTIVE

The Contractor shall carry out a study into, a complete analysis of and report on the flammable gas supply chain in Canada in relation to the identified flammable gas commodities in Appendix A.

The Contractor shall:

- 1) Comprehensively describe the flammable gases industry in Canada;
- 2) Identify and describe the primary transportation activity centers in Canada;
- 3) Identify the DGs (any class by UN number) used in the production of the flammable gas commodities identified in Appendix A;
- 4) Identify both the DG and non-DG by-products and waste products that are produced by or are a result of the various activities throughout the supply chain process; and
- 5) Identify the DGs (any class by UN number) used to support and maintain the various operations, equipment and processes of the flammable gases supply chain (i.e. DGs used to weld the machinery used at treatment facilities or used in the maintenance of the oil well/natural gas wells).

5. SCOPE OF WORK

The Contractor shall identify and describe the dangerous goods inputs and outputs from the production, and distribution process to the end user. This will include the following:

- 1) Supply chain analysis, including quantities, of all flammable gas commodities identified;
- 2) Identification of all DGs involved in the production with their respective UN number;
- 3) Identification of all DGs produced as by-products and waste with their respective UN number;
- 4) Identification of all DGs used in the facility operations to produce flammable gases within the supply chain with their respective UN number (i.e. identify the DGs used to weld the machinery used at treatment facilities or used in the maintenance of the natural gas wells);
- 5) Identification of manufacturing site activities associated with flammable gases, in Canada (location) and identification (by UN number) of the class 2.1 commodities identified in Appendix A and handled at these sites;
- 6) Transportation mode, paired origin and destination, and routes used to move the manufactured goods identified above;
- 7) Transportation mode, paired origin and destination, and routes for all dangerous goods, by-products and waste products used in the production of flammable gases along the supply chain; and
- 8) Descriptions and maps of the manufacturing sites, the distribution centres, as well as the transportation and handling activities by mode in a manner that includes Geographic Information Systems (GIS) produced maps.

6. EXPERIENCE

The Contractor must have a minimum of five (5) years cumulative experience within the past eight (8) years in supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada.

6.1 Project Manager

The Contractor's Project Manager must meet the following requirements:

- 1) Have a minimum of five (5) years' experience and/or knowledge, within the past eight (8) years, of supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada proven by similar or related work;
- 2) Have knowledge from a safety perspective of the transportation of dangerous goods in Canada;
- 3) Have completed at least two previous contracts with the federal government and have knowledge of public sector processes..

6.2 Project Team

The Contractor's Project Team must meet the following requirements:

- 1) Key team members must have a minimum of five (5) years' experience and/or knowledge, within the past eight (8) years, of supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada proven by similar or related work;
- 2) At least one (1) team member meets the minimum mandatory requirements (educational, professional designation and work experience) as follows:
 - a. Education: Graduation with a degree, diploma or certificate, from a recognized university or college in geography or GIS.
 - b. Work experience: The proposed team member has a minimum of five (5) years experience and/or knowledge, within the past eight (8) years, working in the field of geography or GIS.
- 3) All other team members, meets the minimum mandatory requirements (educational, professional designation and work experience) as follows:
 - a. Education: The team member has a degree from a recognized university in science (with a specialization in chemistry, biochemistry, biology, environment science, or related field) or a degree in chemical engineering;
 - b. Work experience: The proposed team member has a minimum of five (5) years' experience and/or knowledge, within the past eight (8) years, working in the

field of chemistry, biochemistry, biology, environment science, chemical engineering or related fields.

7. DATA / REFERENCES / MATERIAL

Data

The Contractor is responsible for assembling all scientific, economic, transportation and any other data necessary to complete the study. Transport Canada will make available, subject to agreed limitations, the transportation statistics and geospatial data that it holds, providing the data in formats and aggregations that will be agreed upon at the kick-off meeting.

The Contractor will be responsible for purchasing data outside of what resources TC currently has. Before receiving data from TC, the Contractor must conclude a formal agreement with TC on the handling, use and final disposition of the data.

Documentation

The Contractor will document and provide metadata for all sources of data and information used during this contract. TC will provide a template to the successful Contractor.

8. WORK PLAN

Within two (2) weeks after date of Contract Award, the Contractor shall submit to the Project Authority for review and approval a finalized Work Plan based upon the draft Work Plan submitted as part of its proposal. The Contractor will include a detailed work plan which meets the objectives of the contract. The work plan must specify:

- 1) The specific activities anticipated;
- 2) Timelines;
- 3) The level of effort and resource for each activity; and
- 4) A proposed project plan using a GANTT Chart or equivalent format.

9. CONTRACT SCHEDULE

9.1 Kick-off Meeting

Within two (2) weeks after date of award 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. The work plan shall include a project plan and activity schedule within the scope outlined in this document, and address the major tasks described in section 8. At this meeting the Contractor should also provide an overview of the methodologies to be used, as well as the deliverables.

Task: Kick-off meeting between TC and Contractor.

Due Date: The due date is two (2) weeks after the contract award.

9.2 Development of a Work Plan

The kick-off meeting will discuss the department's expectations and review the proposed work plan. The finalized work plan will be submitted one week after the kick-off meeting. Once accepted, the contracted work shall begin. All tasks shall be completed within the timeframe specified. The Contractor shall provide the Transport Canada Project Authority with any updates or revisions to the project plan or schedule throughout the life cycle of the project.

Task: Work plan submitted to Project Authority for approval.

Due Date: The due date is one (1) week after the kick-off meeting.

9.3 Bi-Weekly Meeting

The Contractor will provide bi-weekly (every two weeks) written updates, in English, which will include a status update and/or progress report for the duration of that period.

Task: Status update (progress report) to Project Authority.

Due Date: The due date is by 9:00 am EST on the second Friday of each two-week period. This frequency may be changed if deemed necessary by TC.

9.4 Mid-Project (draft report) & GIS Work Done to Date

Twelve (12) weeks after the contract is awarded, or any other milestone to be agreed to at the kick-off meeting, the Contractor will meet with TC for an in-depth mid-project status review. The Contractor will provide a detailed description of the work completed, underway and remaining, and an explanation of the results to date, in a draft report. The Contractor will be responsible for taking into account TC's questions and comments in subsequent work.

Task: Mid-project review (draft report) and GIS work done to date delivered to the Project Authority.

Due Date: The due date is by 9:00 am EST on the Friday of the twelfth (12th) week.

9.5 Final (draft report)

The Contractor will provide TC with a draft of the final project report, in an electronic format, in English only, at least fifteen (15) days prior to the contract end date. The Contractor will be responsible for taking into account TC's questions and comments when preparing the final report.

Task: Final (electronic draft report) to Project Authority.

Due Date: The due date is by 9:00 am EST fifteen (15) days prior to the contract end date.

9.6 Final Report

The Contractor will provide TC with the final electronic copy of the project report, in English only, on or before the contract end date. The Contractor will be responsible for implementing TC's comments and answers to questions provided from the draft report, into the final report

Task: Electronic final report to Project Authority.

Due Date: The due date is by 12:00 pm EST on the contract end date.

9.7 Other Tasks

The Contractor will give a presentation on the results of the study to TC after completion of the final project report on or before the contract end date. The Contractor will, on or before the contract end date, provide TC with an electronic copy of all presentations made including permission to use the material in whole or in part.

Task: Presentation of results.

Due Date: The due date is to be determined.

10. DELIVERABLES AND REPORTING

- 1) Twelve (12) weeks after the contract is awarded, the Contractor shall:
 - i. Provide data samples, and sample maps as required;
 - ii. Actively coordinate with TC staff for as required;
 - iii. Provide contacts and references;
 - iv. A mid-project draft report; and
- 2) Fifteen (15) days before the end of the contract, the final draft report (electronic format) will include and / or be accompanied by:
 - i. Full and complete datasets including worksheets;
 - ii. Technical memorandum (methodology, glossary, data dictionary) describing all geospatial work and modelling, including a discussion where applicable about the models chosen and why;
 - iii. List of companies and stakeholders that are identified in the course of the study including address and geographic coordinates;
 - iv. Textual overview of the supply chain analysis;
 - v. All maps that have been created to support the supply chain analysis. These will include the primary routes of the manufacturing, production product supply chain as well as additional layers describing/depicting the supply chain followed by DGs by-products and/or DGs waste products in Canada; and
 - vi. Detailed breakdown of manufacturing and production product's supply chain including analysis that follows the movement of any DGs by-product or DGs waste associated to the production processes and transportation of the flammable gas commodities identified in Appendix A.
 - vii. Source information will be submitted by the Contractor using a metadata template provided to them by TC; and
- 3) On the end date of the contract, an electronic copy of the final report will include and/or be accompanied by:
 - i. Full and complete datasets including worksheets;

- ii. Technical memorandum (methodology, glossary, data dictionary) describing all geospatial work and modelling, including a discussion where applicable about the models chosen and why;
- iii. List of companies and stakeholders that are identified in the course of the study including address and geographic coordinates;
- iv. Textual overview of the supply chain analysis;
- v. All maps that have been created to support the supply chain analysis. These will include the primary routes of the manufacturing, production product supply chain as well as additional layers describing/depicting the supply chain followed by DGs by-products and/or DGs waste products in Canada;
- vi. Detailed breakdown of manufacturing and production product's supply chain including analysis that follows the movement of any DGs by-product or DGs waste associated to the production processes and transportation of the flammable gas commodities identified in Appendix A; and
- vii. Source information will be submitted by the Contractor using a metadata template provided to them by TC.

The results of the contract will be packaged in the form of a project report, and data files, in English only, including all tables, spreadsheets, geospatial data, maps and exhibits in an electronic format that will be decided upon by TC. These packages will be accompanied by a technical memorandum (metadata, record layouts etc.) for all tables, spreadsheets and geospatial files as applicable. Following completion of the study, the final report will document the research, analysis and final conclusions of the study. The report will be created using a word-processing program agreed to by TC and the contractor at the start of the project, such as Microsoft Word (Office 2007 or more recent versions) and/or Adobe Acrobat (most recent version). Mapping should be conducted on, or produced to be compatible with ESRI ArcGIS suite of products. The record layout of geospatial data must meet the requirements specified by TC.

11. WORK LOCATION

The majority of the work will be completed at the Contractor's site; however, the Contractor's primary contact will be required to participate in bi-weekly teleconference meetings with the TC Project Authority and a number of WebEX presentations.

12. LANGUAGE REQUIREMENT

The principal language of communication with Transport Canada will be English. Presentations, drafts and final results (i.e. project reports) will be in English only.

Appendix A

List of Class 2.1 Flammable Gas Commodities of Interest

Groups	Commodity	UN Number
Liquefied Petroleum Gases / Natural Gas Liquids	Butane	1011
	Butylene	1012
	Isobutane	1969
	Isobutylene	1055
	Liquefied Petroleum Gas	1075
	Propane	1978
	Propylene	1978
Hydrogen	Deuterium	1957
	Hydrogen (liquid)	1966
	Hydrogen (compressed)	1049
Acetylene	Acetylene	1001
Vinyl Chloride	Vinyl Chloride	1086
Butadienes	Butadienes	1010
*-Fluoroethane	1,1,1-Trifluoroethane	2035
	1,1-Difluoroethane	1030
Dimethyl-Ether	Dimethyl-Ether	1033



Transport Canada
Transports Canada

ANNEX "C" BIDDER DECLARATION

*Protected "B" when
completed*

Complete legal name of company:

Company's address:

Company's procurement business number

(PBN): Bid number:

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

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

Financial Administration Act

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

Yes [] / No []

Comments: _____

Criminal Code

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

Yes [] / No []

Comments:

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

Criminal Code

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

Yes [] / No []

Comments:

Competition Act

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

Yes [] / No []

Comments:

Corruption of Foreign Public Officials Act

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

Yes [] / No []

Comments:

Controlled Drugs and Substances Act

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

Yes [] / No []

Comments:

Other acts

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

Yes [] / No []

Comments:

Additional comments:

This space is for additional comments.

This space is for additional comments.

This space is for additional comments

[] I, (name) _____, (position) _____, of (company name – bidder) _____ authorized 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

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 Flammable Gases Study
NUMBER - NUMÉRO T8080-170193
DATE DUE - DÉLAI September 6, 2017, 14:00 HRS (2:PM) OTTAWA TIME

TENDER - SOUMISSION

TENDER RECEPTION

Transport Canada – Attention Bruce Weir
TC Mailroom (Food Court Level)
Place de Ville Tower "C"
330 Sparks Street
Ottawa, Ontario (K1A 0N5)