



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

**May 24, 2018**

**Subject: Request for Proposal T8080-180051  
Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil)**

Dear Sir or Madam:

The Department of Transport has a requirement to establish a competitive contract for a TDG – Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil).

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-180051**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada  
Mail Room Operations – Food Court Level  
Tower "C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address **no later than 14:00 hours (2 p.m.) Ottawa local time on July 5, 2018. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.**

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

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

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

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

**ENVELOPE 1 - TECHNICAL PROPOSAL**

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

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Statement of Work;

- names of a minimum of three (3) resource(s) proposed to be assigned to the work, together with a résumé of related experience and a contingency plan in the event the resource becomes unavailable;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project;

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

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

## **ENVELOPE 2 - COST PROPOSAL**

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

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

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

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

Both Technical Proposal and Cost Proposal envelopes are to be sealed and submitted together in a third envelope addressed to the Tender Reception address shown on Page 1 of this letter.

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

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes the Supplemental Conditions for Confidentiality attached hereto as Appendix “F”.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Jenny O’Neil, Transport Canada, E-mail: [jenny.oneil@tc.gc.ca](mailto:jenny.oneil@tc.gc.ca) , and must be received **before 12:00 hours (noon) EDT on June 21, 2018**. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Jianna-Lee Zomer at 613-990-7643.

**The lowest or any Proposal will not necessarily be accepted.**

Canada reserves the right to:

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

By submitting a proposal, the Bidder acknowledges Canada’s rights under this section and waives any right, or cause of action, against Canada by reason of Canada’s failure to accept the proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise”.

Yours truly,

*(Original signed by)*

Jenny O'Neil  
Transport Canada  
Contracting Specialist  
330, Sparks Street  
Place de Ville – Tower C  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-990-7643  
E-Mail: [jenny.oneil@tc.gc.ca](mailto:jenny.oneil@tc.gc.ca)

Canada

**CHECKLIST OF DOCUMENTS**

INVITATION TO TENDER

OFFER OF SERVICES	APPENDIX	"A"
STATEMENT OF WORK		"B"
EVALUATION CRITERIA		"C"
SELECTION CRITERIA		"D"
GENERAL CONDITIONS		"E"
SUPPLEMENTARY CONDITIONS – Confidentiality Clause		"F"
INSTRUCTIONS TO TENDERERS		"G"
REQUIREMENTS FOR SIGNATURE		"H"
THE FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY		"I"
BIDDER'S DECLARATION		"J"

SAMPLE RETURN ENVELOPE FORMAT

**TRANSPORT CANADA**

**APPENDIX "A"**

**OFFER OF SERVICES**

**OFFER FOR: Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil).**

**OFFER SUBMITTED BY:**

\_\_\_\_\_  
**(Name of Company)**

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

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

**3. Period of Services**

The services of the Contractor will be required for a period of approximately one year commencing upon contract award. The expected completion date of this project is no later than March 31, 2019

#### 4. Cost Proposal

##### **Professional Services and Associated Costs**

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

##### **4.1 For the Contract Period of Contract Award to March 31, 2019**

An all-inclusive fixed price of: \$ \_\_\_\_\_ + GST/HST

##### **For Evaluation Purposes Only**

**Evaluated Price (Applicable taxes excluded):** \$ \_\_\_\_\_  
*(i.e., sum of: Total Contract Period)*

#### 4.4 Method of Payment

Payment of the fixed price for professional services will be made in milestone payments upon receipt and acceptance of the following deliverables. The contractor shall invoice Transport Canada in the following manner:

40% of the total upon completion and approval by the TC Project Authority of the Mid-Project Report.

60% of the total upon completion and approval by TC Project Authority of the Final Report.

#### 5. Provincial Sales Tax (PST)

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

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

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

#### 7. Appropriate Law

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

#### 8. Tender Validity

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

**9. Proposal Documents**

The Contractor herewith submits the following:

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

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

**10. Signatures**

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

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
In the presence of

Per \_\_\_\_\_  
NAME OF COMPANY

Per \_\_\_\_\_  
(Signing Officer and Position)

\_\_\_\_\_  
(Signature of Witness)

Per \_\_\_\_\_  
(Signing Officer and Position)

\_\_\_\_\_  
(Signature of Witness)

**ANNEX “A-1” – Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil)**

**PRICE BREAKDOWN FOR T8080-180051**

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

- 1. Contract period - Professional Services (rates to include per diems, etc.)**

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

**TRANSPORT CANADA**  
**APPENDIX "B"**  
**STATEMENT OF WORK**

**SUPPLY CHAIN ANALYSIS OF  
FLAMMABLE LIQUIDS IN CANADA (EXCLUDING CRUDE OIL)**

**1. TITLE**

Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil)

**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 liquids in Canada other than crude oil. In 2016, 119 different commodities classified as class 3 were transported by rail and nearly two-thirds of the total tonnage were for commodities other than crude oil. Of these, the majority consisted of refined petroleum products, such as diesel, gasoline and aviation fuel, however a large portion also consisted of other organic compounds such as alcohols, methanol and styrene.

Flammable liquids such as these represent a high volume of the most frequently shipped commodities by rail in Canada. Incidents involving DGs from 2012 to 2016 saw flammable liquids other than crude oil ranked among the highest number of incidents per year for all modes, especially involving diesel, methanol, gasoline, and aviation fuel. This is a concern to TDG because of the volume of flammable liquids being transported and the prevalent nature of these DGs in the everyday life of Canadians. Beyond what travels by rail, there is a lack of comprehensive data on the movement of flammable liquids (excluding crude oil).

**3. OBJECTIVE**

The objective of this project is to comprehensively describe the supply chains for flammable liquids excluding crude oil in Canada, as well as identifying all DGs that are used to support these supply chains, for the purposes of contributing to informed policy decisions regarding safety regulations.

**4. SCOPE OF WORK**

The scope of this study will include the identification of class 3 flammable liquids (excluding crude oil) transported in Canada (all modes), all other DGs that support this supply chain, including by-

products and waste products. Additionally, the project scope will include the locations of production, processing and refining facilities as well as the routes used to transport the DGs. The Contractor shall propose a valid methodology to undertake the supply chain analysis of flammable liquids excluding crude oil using the list provided. The methodology must clearly demonstrate how the selected substances were chosen, and any strategy that can be used in order to more efficiently complete the supply chain analysis (for example, commodities to be analyzed can be grouped in subsets of flammable liquids in a way that uses similarities among them, either in characteristics or uses).

There are 405 flammable liquids commodities requiring consideration, identified in Appendix A.

As well, the Contractor shall identify and describe the production process of selected commodities. The Contractor shall also include the identification and description of the dangerous goods inputs and by-products (including waste) from the production of flammable liquids in Canada.

In addition to the production, the Contractor shall identify and map the transportation of selected commodities throughout the supply chain, from source extraction through to consumer distribution facilities.

## **5. TASKS/REQUIREMENTS**

The Contractor must fulfill the following tasks to satisfy the requirements of the study:

- 1) Identify groupings and/or subsets of flammable liquids (excluding crude oil) for analysis and provide a rationale for selection based on a view towards transportation and safety research.
- 2) Comprehensively describe the industry in Canada for each of the flammable liquid commodities or groupings of commodities;
- 3) Analyze the supply chain, including quantities being moved across Canada, of each flammable liquid commodities or groupings of commodities:
  - a. Identify all DGs, by their respective UN number, involved in the production (extraction and/or manufacturing) of each flammable liquid commodity;
  - b. Identify all DGs, by their respective UN number, produced as by-products and waste for each flammable liquid commodity;
  - c. Identify all DGs, by their respective UN number, used in the operation of facilities that produce flammable liquid commodities;
  - d. Identify production (extraction and/or manufacturing) sites associated with flammable liquid commodities in Canada by location and by UN number; and
  - e. Identify transportation routes, by mode and paired origin-destination.
  - f. Where possible, identify the transportation routes and general movement of the by-products and wastes for each flammable liquid commodity.

## 6. DELIVERABLES AND REPORTING

The Contractor must meet and deliver the following:

### 1) Kick-off meeting:

A kick-off meeting will be held between the Contractor and the TC Project Authority. This meeting is intended to review the proposed work plan submitted and finalize the requirements for the study, including:

- a. The schedule of work and product delivery;
- b. Scope of commodities and rationale;
- c. Data and metadata formatting, naming conventions, and organization; and
- d. A review of the methodologies to be used and the required deliverables for the contract, including data and map samples required for the Mid-Project Report.

Meeting to be held: Within one (1) week after date of Contract award.

### 2) Finalized work plan:

The Finalized Work Plan will be based on the draft submitted with the consultant's proposal. Edits and changes will be incorporated from discussions held during the kick-off meeting and other consultations with the client. The Finalized Work Plan must specify:

- a. The specific activities anticipated;
- b. Timelines;
- c. The level of effort and resource for each activity; and
- d. A proposed project plan using a GANTT Chart or equivalent format.

Once accepted, the contracted work shall begin. All tasks shall be completed within the timeframe specified. The Contractor shall seek approval from the TC Project Authority with regard to all updates or revisions to the project plan or schedule throughout the life cycle of the project.

Completion Date: Within one (1) week after the kick-off meeting.

### 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. This frequency may be changed if deemed necessary.

Completion Date: 9:00 am EST on the second Friday of each two-week period following the date of Contract award.

4) Mid-Project Report & sample of GIS work:

The Contractor will provide TC with a mid-project report. The mid-project report will include:

- a. A detailed description of the work completed, underway and remaining;
- b. An explanation of the results to date;
- c. Contacts and references as applicable for sources of data; and
- d. Data samples, as well as sample maps, as determined during the kick-off meeting or a subsequent bi-weekly meeting.

The Contractor must answer and implement TC's questions and comments in subsequent work.

Completion Date: 9:00 am EST on the Friday of the twelfth (12<sup>th</sup>) week following the date of Contract award, or any other completion date to be agreed to at the kick-off meeting.

5) Draft Report and GIS Data

The Contractor will provide TC with a draft of the final project report, in a Microsoft Word document, in English only. The report will document the research, analysis and final conclusions of the study for the DGs of interest (listed in Appendix A), and will be formatted as follows:

- a. Title page;
- b. Table of contents;
- c. Introduction
- d. Executive summary for each DG of interest;
  - providing an overview of the supply chain analysis for each DG of interest
- e. Results of supply chain analysis for each DG of interest;
  - providing detailed breakdown of production (extraction and/or manufacturing) and transportation for each DG of interest
  - including analysis that follows the movement of any DG by-product or DG waste associated to the production (extraction and/or manufacturing) and transportation of the DG of interest
- f. Statistical Summary  
General trends and descriptive statistics related to the supply chain analysis of the flammable liquids of interest from a national perspective.

- g. Technical memorandum; and
  - describing all geospatial work and modelling, including a discussion where applicable about the models chosen and why
  - including glossary of terms and data dictionary
- h. References.
  - including sources for data
  - including list of companies and stakeholders that are identified in the course of the study, with address and geographic coordinates

The draft 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 Adobe Acrobat (most recent version).

The Contractor will also provide TC with the GIS data and draft map products, which includes the following:

- i. A Point location feature class or shapefile of the DG production (extraction and/or manufacturing) sites with attributes including (but not limited to):
  - Unique identifier for each record
  - Address information of the site (street number, street name, province, postal code, and country in separate columns)
  - Latitude of the site
  - Longitude of the site
  - Name of company
  - Names and UN numbers of DGs produced at the site
  - Names and UN numbers of DG by-products and DG waste produced at the site
  - Volumetric data for each DG of interest (estimates of volumes are acceptable when actual volumetric data is unavailable)
- j. A Point location feature class or shapefile of the DG distributor sites with attributes including (but not limited to):
  - Unique identifier for each record
  - Address information of the site (street number, street name, province, postal code, and country in separate columns)
  - Latitude of the site
  - Longitude of the site
  - Name of company
  - Names and UN numbers of DGs distributed at the site
  - Names and UN numbers of DG by-products and DG waste distributed at the site
  - Volumetric data for each DG of interest (estimates of volumes are acceptable when actual volumetric data is unavailable)
- k. A Line feature class or shapefile showing the rail commodity flow for each DG of interest with attributes including (but not limited to):
  - Aggregated volume of the DG that traverses over each segment of the rail network

- l. Where the data is available, a Line feature class or shapefile showing the road commodity flow for each DG of interest with attributes including (but not limited to):
  - Aggregated volume of the DG that traverses over each segment of the road network
- m. Where the data is available, a Line feature class or shapefile showing the marine commodity flow for each DG of interest with attributes including (but not limited to):
  - Aggregated volume of the DG that traverses over each segment of the marine network
- n. Where the data is available, a Line feature class or shapefile showing the air commodity flow for each DG of interest with attributes including (but not limited to):
  - Aggregated volume of the DG that traverses over each segment of the air network
- o. A map product of the rail commodity flow for each DG of interest, symbolized to show the aggregated volumes of DGs that traverse over each segment of the rail network, including the following map elements:
  - Title clearly conveying the data being mapped
  - Scale bar
  - Legend that is legible and clearly reflects the presented data
  - Date (month and year) when map was produced
  - Source(s) of the data being mapped
- p. Where the data is available, a map product of the road commodity flow for each DG of interest, symbolized to show the aggregated volumes of DGs that traverse over each segment of the road network, including the following map elements:
  - Title clearly conveying the data being mapped
  - Scale bar
  - Legend that is legible and clearly reflects the presented data
  - Date (month and year) when map was produced
  - Source(s) of the data being mapped
- q. Where the data is available, a map product of the marine commodity flow for each DG of interest, symbolized to show the aggregated volumes of DGs that traverse over each segment of the marine network, including the following map elements:
  - Title clearly conveying the data being mapped
  - Scale bar
  - Legend that is legible and clearly reflects the presented data
  - Date (month and year) when map was produced
  - Source(s) of the data being mapped
- r. Where the data is available, a map product of the air commodity flow for each DG of interest, symbolized to show the aggregated volumes of DGs that traverse over each segment of the air network, including the following map elements:
  - Title clearly conveying the data being mapped
  - Scale bar
  - Legend that is legible and clearly reflects the presented data
  - Date (month and year) when map was produced

- Source(s) of the data being mapped

Mapping must be conducted on, or produced to be compatible with ESRI ArcGIS suite of products. The record layout of geospatial data must meet the requirements as discussed during the kick-off meeting.

The Draft Report and GIS Data will be reviewed by TC, with all questions and comments recorded on a disposition of comments document provided by the Contractor. The Contractor shall answer and implement TC's questions and comments when preparing the final report.

Completion Date: 9:00 am EST fifteen (15) days prior to the contract end date.

#### 6) Presentation

The Contractor shall give a presentation via webinar on the results of the study to TC. The presentation shall be given after receiving and implementing TC's questions and comments on the draft report. The Contractor will provide TC with an electronic copy of the presentation, in PowerPoint Presentation format, including a recording made during the presentation, as well as permission to use the material in whole or in part.

Completion Date: To be determined between the Contractor and TC Project Authority, sometime between the completion of the Draft report and prior to the contract end date.

#### 7) Final Report and GIS Data

The Contractor will provide TC with the final electronic copy of the project report and GIS data, in an electronic format, in English only.

The final report and GIS data will consist of the same deliverables outlined above with the draft report and GIS data, but with the implementation of TC's questions and comments.

Completion Date: 12:00 pm EST on the contract end date.

### **7. 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.

### **8. SECURITY REQUIREMENTS**

No sensitive information will be accessed by the Contractor and; therefore, no security clearance is required.

### **9. TRAVEL**

There is no travel required.

## **10. DATA / REFERENCES / MATERIAL**

### **Data**

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 Confidentiality agreement (Appendix “F”) with TC on the handling, use and final disposition of the 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.

### **Documentation**

The Contractor will document and provide metadata for all sources of data and information used during this contract.

## **11. WORK LOCATION**

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 webinar presentation.

## **12. RESPONSIBILITIES OF THE PROJECT AUTHORITY**

The TC Project Authority is responsible for the following:

- a. Monitor contract progress and provide feedback to the Contractor as required within 2 weeks;
- b. Make available the transportation statistics site and company data and geo-spatial data that it holds, using formats and aggregations that will be agreed upon in the kick-off meeting after the Confidentiality agreement has been signed (Appendix F); and
- c. Any French translation required.

## **13. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor will maintain responsibility for the following:

- a. Ensure the availability of adequate resources to complete the contract on schedule, and the availability of back-up resources in case of unforeseen illness, injury or other reasons that may result in the withdrawal of the planned resources, as per section 19; and
- b. Ensure that the interests of all stakeholders (e.g. industry, TC, Statistics Canada, etc.) are fully protected in accordance with the non-disclosure agreement.

#### 14. LEVEL OF EFFORT

The total level of effort is estimated at 100 person days. The basis of payment will be an all-inclusive fixed price, excluding tax.

#### 15. METHOD OF PAYMENT

Payment of the fixed price for professional services will be made in milestone payments upon receipt and acceptance of the following deliverables. The contractor shall invoice Transport Canada in the following manner:

40% of the total upon completion and approval by the TC Project Authority of the Mid-Project Report

60% of the total upon completion and approval by TC Project Authority of the Final Report.

#### 16. INTELLECTUAL PROPERTY

IP shall vest in Canada whereas the main purpose of the Crown procurement contract, or the deliverables contracted for, is: Main objective of the study and supporting material produced under this contract is to generate knowledge and information for public dissemination. Please refer to the Supplemental Condition attached hereto as Appendix "F".

#### 17. PROJECT AUTHORITY and PROJECT TEAM

To be provided at contract award.

#### 18. CONTINUITY AND REPLACEMENT OF RESOURCES

The Selected Contractor shall not commence any work or be entitled to any compensation for any work undertaken unless the Contract Authority has authorized the work to begin.

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

Should for any reason, the designated resources for a deliverable are not available, then the Selected Contractor shall immediately make available a fully qualified replacement resource to be approved by the Project Authority. Such approval is not intended to limit the Selected Contractor's flexibility but to ensure the use of agreed-to resource levels and experience for stated deliverables. The Project Authority retains the right to refuse the proposed backup resources in which case, and within a reasonable period of time, the Selected Contractor shall propose alternate resources. If no suitable replacement resource can be provided within a suitable timeframe (maximum of one (1) week), then the Project Authority may elect to terminate the Contract, or may elect to use an alternate method. **Note that replacement resources are to be evaluated in accordance with the original evaluation.**

**\*\*Appendix A\*\***

List of Class 3 Flammable Liquid Commodities of Interest

UN number	Shipping Name and Description
UN1088	ACETAL
UN1089	ACETALDEHYDE
UN1090	ACETONE
UN1091	ACETONE OILS
UN1093	ACRYLONITRILE, STABILIZED
UN1099	ALLYL BROMIDE
UN1100	ALLYL CHLORIDE
UN1104	AMYL ACETATES
UN1105	PENTANOLS
UN1106	AMYLAMINE
UN1107	AMYL CHLORIDE
UN1108	n-AMYLENE; or 1-PENTENE
UN1109	AMYL FORMATES
UN1110	n-AMYL METHYL KETONE
UN1111	AMYL MERCAPTAN
UN1112	AMYL NITRATE
UN1113	AMYL NITRITE
UN1114	BENZENE
UN1120	BUTANOLS
UN1123	BUTYL ACETATES
UN1125	n-BUTYLAMINE
UN1126	1-BROMOBUTANE
UN1127	CHLOROBUTANES
UN1128	n-BUTYL FORMATE
UN1129	BUTYRALDEHYDE
UN1130	CAMPHOR OIL
UN1131	CARBON DISULFIDE; or CARBON DISULPHIDE
UN1133	ADHESIVES containing flammable liquid
UN1134	CHLOROBENZENE
UN1136	COAL TAR DISTILLATES, FLAMMABLE
UN1139	COATING SOLUTION (includes surface treatments or coatings used for industrial or other purposes such as vehicle undercoating, drum or barrel lining)
UN1144	CROTONYLENE
UN1145	CYCLOHEXANE
UN1146	CYCLOPENTANE
UN1147	DECAHYDRONAPHTHALENE
UN1148	DIACETONE ALCOHOL
UN1149	DIBUTYL ETHERS

UN1150	1,2-DICHLOROETHYLENE
UN1152	DICHLOROPENTANES
UN1153	ETHYLENE GLYCOL DIETHYL ETHER
UN1154	DIETHYLAMINE
UN1155	DIETHYL ETHER; or ETHYL ETHER
UN1156	DIETHYL KETONE
UN1157	DIISOBUTYL KETONE
UN1158	DIISOPROPYLAMINE
UN1159	DIISOPROPYL ETHER
UN1160	DIMETHYLAMINE, AQUEOUS SOLUTION
UN1161	DIMETHYL CARBONATE
UN1162	DIMETHYLDICHLOROSILANE
UN1164	DIMETHYL SULFIDE; or DIMETHYL SULPHIDE
UN1165	DIOXANE
UN1166	DIOXOLANE
UN1167	DIVINYL ETHER, STABILIZED
UN1169	EXTRACTS, AROMATIC, LIQUID
UN1170	ETHANOL more than 24 per cent ethanol, by volume; ETHANOL SOLUTION more than 24 per cent ethanol, by volume; ETHYL ALCOHOL more than 24 per cent ethanol, by volume; or ETHYL ALCOHOL SOLUTION more than 24 per cent ethanol, by volume
UN1171	ETHYLENE GLYCOL MONOETHYL ETHER
UN1172	ETHYLENE GLYCOL MONOETHYL ETHER ACETATE
UN1173	ETHYL ACETATE
UN1175	ETHYLBENZENE
UN1176	ETHYL BORATE
UN1177	ETHYLBUTYL ACETATE
UN1178	2-ETHYLBUTYRALDEHYDE
UN1179	ETHYL BUTYL ETHER
UN1180	ETHYL BUTYRATE
UN1184	ETHYLENE DICHLORIDE
UN1188	ETHYLENE GLYCOL MONOMETHYL ETHER
UN1189	ETHYLENE GLYCOL MONOMETHYL ETHER ACETATE
UN1190	ETHYL FORMATE
UN1191	OCTYL ALDEHYDES
UN1192	ETHYL LACTATE
UN1193	ETHYL METHYL KETONE; or METHYL ETHYL KETONE
UN1194	ETHYL NITRITE SOLUTION
UN1195	ETHYL PROPIONATE
UN1196	ETHYLTRICHLOROSILANE
UN1197	EXTRACTS, FLAVOURING, LIQUID
UN1198	FORMALDEHYDE SOLUTION, FLAMMABLE
UN1201	FUSEL OIL
UN1202	DIESEL FUEL; FUEL OIL; GAS OIL; or HEATING OIL LIGHT
UN1203	GASOLINE; MOTOR SPIRIT; or PETROL

UN1204	NITROGLYCERIN SOLUTION IN ALCOHOL with not more than 1 per cent nitroglycerin
UN1206	HEPTANES
UN1207	HEXALDEHYDE
UN1208	HEXANES
UN1210	PRINTING INK, flammable, with not more than 20 per cent nitrocellulose by mass if the nitrogen content of the nitrocellulose is not more than 12.6 per cent by mass; or PRINTING INK RELATED MATERIAL (including printing ink thinning or reducing compound) flammable, with not more than 20 per cent nitrocellulose by mass if the nitrogen content of the nitrocellulose is not more than 12.6 per cent by mass
UN1212	ISOBUTANOL; or ISOBUTYL ALCOHOL
UN1213	ISOBUTYL ACETATE
UN1214	ISOBUTYLAMINE
UN1216	ISOOCTENE
UN1218	ISOPRENE, STABILIZED
UN1219	ISOPROPANOL; or ISOPROPYL ALCOHOL
UN1220	ISOPROPYL ACETATE
UN1221	ISOPROPYLAMINE
UN1222	ISOPROPYL NITRATE
UN1223	KEROSENE
UN1224	KETONES, LIQUID, N.O.S.
UN1228	MERCAPTAN MIXTURE, LIQUID, FLAMMABLE, TOXIC, N.O.S.; or MERCAPTANS, LIQUID, FLAMMABLE, TOXIC, N.O.S.
UN1229	MESITYL OXIDE
UN1230	METHANOL
UN1231	METHYL ACETATE
UN1233	METHYLAMYL ACETATE
UN1234	METHYLAL
UN1235	METHYLAMINE, AQUEOUS SOLUTION
UN1237	METHYL BUTYRATE
UN1243	METHYL FORMATE
UN1245	METHYL ISOBUTYL KETONE
UN1246	METHYL ISOPROPENYL KETONE, STABILIZED
UN1247	METHYL METHACRYLATE MONOMER, STABILIZED
UN1248	METHYL PROPIONATE
UN1249	METHYL PROPYL KETONE
UN1250	METHYLTRICHLOROSILANE
UN1261	NITROMETHANE
UN1262	OCTANES
UN1263	PAINT (including paint, lacquer, enamel, stain, shellac, varnish, polish, liquid filler and liquid lacquer base) with not more than 20 per cent nitrocellulose by mass if the nitrogen content of the nitrocellulose is not more than 12.6 per cent by mass; or PAINT RELATED MATERIAL (including paint thinning or reducing compound) with not more than 20 per cent nitrocellulose by mass if the nitrogen content of the nitrocellulose is not more than 12.6 per cent by mass
UN1264	PARALDEHYDE

UN1265	PENTANES, liquid
UN1266	PERFUMERY PRODUCTS with flammable solvents
UN1272	PINE OIL
UN1274	n-PROPANOL; or PROPYL ALCOHOL, NORMAL
UN1275	PROPIONALDEHYDE
UN1276	n-PROPYL ACETATE
UN1277	PROPYLAMINE
UN1278	PROPYL CHLORIDE
UN1279	1,2-DICHLOROPROPANE
UN1280	PROPYLENE OXIDE
UN1281	PROPYL FORMATES
UN1282	PYRIDINE
UN1286	ROSIN OIL
UN1287	RUBBER SOLUTION
UN1288	SHALE OIL
UN1289	SODIUM METHYLATE SOLUTION in alcohol
UN1292	TETRAETHYL SILICATE
UN1293	TINCTURES, MEDICINAL
UN1294	TOLUENE
UN1296	TRIETHYLAMINE
UN1297	TRIMETHYLAMINE, AQUEOUS SOLUTION, not more than 50 per cent trimethylamine, by mass
UN1298	TRIMETHYLCHLOROSILANE
UN1299	TURPENTINE
UN1300	TURPENTINE SUBSTITUTE
UN1301	VINYL ACETATE, STABILIZED
UN1302	VINYL ETHYL ETHER, STABILIZED
UN1303	VINYLDENE CHLORIDE, STABILIZED
UN1304	VINYL ISOBUTYL ETHER, STABILIZED
UN1305	VINYLTRICHLOROSILANE, STABILIZED
UN1306	WOOD PRESERVATIVES, LIQUID
UN1307	XYLENES
UN1308	ZIRCONIUM SUSPENDED IN A FLAMMABLE LIQUID
UN1648	ACETONITRILE
UN1717	ACETYL CHLORIDE
UN1723	ALLYL IODIDE
UN1815	PROPIONYL CHLORIDE
UN1862	ETHYL CROTONATE
UN1863	FUEL, AVIATION, TURBINE ENGINE
UN1865	n-PROPYL NITRATE
UN1866	RESIN SOLUTION, flammable
UN1914	BUTYL PROPIONATES
UN1915	CYCLOHEXANONE
UN1917	ETHYL ACRYLATE, STABILIZED
UN1918	ISOPROPYLBENZENE

UN1919	METHYL ACRYLATE, STABILIZED
UN1920	NONANES
UN1921	PROPYLENEIMINE, STABILIZED
UN1922	PYRROLIDINE
UN1986	ALCOHOLS, FLAMMABLE, TOXIC, N.O.S.
UN1987	ALCOHOLS, N.O.S.
UN1988	ALDEHYDES, FLAMMABLE, TOXIC, N.O.S.
UN1989	ALDEHYDES, N.O.S.
UN1991	CHLOROPRENE, STABILIZED
UN1992	FLAMMABLE LIQUID, TOXIC, N.O.S.
UN1993	FLAMMABLE LIQUID, N.O.S.
UN1999	TARS, LIQUID, including road asphalt and oils, bitumen and cut backs
UN2045	ISOBUTYLALDEHYDE; or ISOBUTYRALDEHYDE
UN2046	CYMENES
UN2047	DICHLOROPROPENES
UN2048	DICYCLOPENTADIENE
UN2049	DIETHYLBENZENE
UN2050	DIISOBUTYLENE, ISOMERIC COMPOUNDS
UN2052	DIPENTENE
UN2053	METHYL ISOBUTYL CARBINOL
UN2055	STYRENE MONOMER, STABILIZED
UN2056	TETRAHYDROFURAN
UN2057	TRIPROPYLENE
UN2058	VALERALDEHYDE
UN2059	NITROCELLULOSE SOLUTION, FLAMMABLE with not more than 12.6 per cent nitrogen, by dry mass, and not more than 55 per cent nitrocellulose
UN2219	ALLYL GLYCIDYL ETHER
UN2222	ANISOLE
UN2227	n-BUTYL METHACRYLATE, STABILIZED
UN2234	CHLOROBENZOTRIFLUORIDES
UN2238	CHLOROTOLUENES
UN2241	CYCLOHEPTANE
UN2242	CYCLOHEPTENE
UN2243	CYCLOHEXYL ACETATE
UN2244	CYCLOPENTANOL
UN2245	CYCLOPENTANONE
UN2246	CYCLOPENTENE
UN2247	n-DECANE
UN2251	BICYCLO[2.2.1]HEPTA-2,5-DIENE, STABILIZED; or 2,5-NORBORNADIENE, STABILIZED
UN2252	1,2-DIMETHOXYETHANE
UN2256	CYCLOHEXENE
UN2260	TRIPROPYLAMINE
UN2263	DIMETHYLCYCLOHEXANES
UN2265	N,N-DIMETHYLFORMAMIDE

UN2266	DIMETHYL-N-PROPYLAMINE
UN2270	ETHYLAMINE, AQUEOUS SOLUTION with not less than 50 per cent but not more than 70 per cent ethylamine
UN2271	ETHYL AMYL KETONE
UN2275	2-ETHYLBUTANOL
UN2276	2-ETHYLHEXYLAMINE
UN2277	ETHYL METHACRYLATE
UN2278	n-HEPTENE
UN2282	HEXANOLS
UN2283	ISOBUTYL METHACRYLATE, STABILIZED
UN2284	ISOBUTYRONITRILE
UN2286	PENTAMETHYLHEPTANE
UN2287	ISOHEPTENE
UN2288	ISOHEXENE
UN2293	4-METHOXY-4-METHYLPENTAN-2-ONE
UN2296	METHYLCYCLOHEXANE
UN2297	METHYLCYCLOHEXANONE
UN2298	METHYLCYCLOPENTANE
UN2301	2-METHYLFURAN
UN2302	5-METHYLHEXAN-2-ONE
UN2303	ISOPROPENYLBENZENE
UN2309	OCTADIENE
UN2310	PENTANE-2,4-DIONE
UN2313	PICOLINES
UN2319	TERPENE HYDROCARBONS, N.O.S.
UN2323	TRIETHYL PHOSPHITE
UN2324	TRIISOBUTYLENE
UN2325	1,3,5-TRIMETHYLBENZENE
UN2329	TRIMETHYL PHOSPHITE
UN2330	UNDECANE
UN2332	ACETALDEHYDE OXIME
UN2333	ALLYL ACETATE
UN2335	ALLYL ETHYL ETHER
UN2336	ALLYL FORMATE
UN2338	BENZOTRIFLUORIDE
UN2339	2-BROMOBUTANE
UN2340	2-BROMOETHYL ETHYL ETHER
UN2341	1-BROMO-3-METHYLBUTANE
UN2342	BROMOMETHYLPROPANES
UN2343	2-BROMOPENTANE
UN2344	BROMOPROPANES
UN2345	3-BROMOPROPYNE
UN2346	BUTANEDIONE
UN2347	BUTYL MERCAPTAN
UN2348	BUTYL ACRYLATES, STABILIZED

UN2350	BUTYL METHYL ETHER
UN2351	BUTYL NITRITES
UN2352	BUTYL VINYL ETHER, STABILIZED
UN2353	BUTYRYL CHLORIDE
UN2354	CHLOROMETHYL ETHYL ETHER
UN2356	2-CHLOROPROPANE
UN2358	CYCLOOCTATETRAENE
UN2359	DIALLYLAMINE
UN2360	DIALLYL ETHER
UN2361	DIISOBUTYLAMINE
UN2362	1,1-DICHLOROETHANE
UN2363	ETHYL MERCAPTAN
UN2364	n-PROPYLBENZENE
UN2366	DIETHYL CARBONATE
UN2367	alpha-METHYLVALERALDEHYDE
UN2368	alpha-PINENE
UN2370	1-HEXENE
UN2371	ISOPENTENES
UN2372	1,2-DI-(DIMETHYLAMINO) ETHANE
UN2373	DIETHOXYMETHANE
UN2374	3,3-DIETHOXYPROPENE
UN2375	DIETHYL SULFIDE; or DIETHYL SULPHIDE
UN2376	2,3-DIHYDROPYRAN
UN2377	1,1-DIMETHOXYETHANE
UN2378	2-DIMETHYLAMINOACETONITRILE
UN2379	1,3-DIMETHYLBUTYLAMINE
UN2380	DIMETHYLDIETHOXSILANE
UN2381	DIMETHYL DISULFIDE; or DIMETHYL DISULPHIDE
UN2383	DIPROPYLAMINE
UN2384	DI-n-PROPYL ETHER
UN2385	ETHYL ISOBUTYRATE
UN2386	1-ETHYLPYPERIDINE
UN2387	FLUOROBENZENE
UN2388	FLUOROTOLUENES
UN2389	FURAN
UN2390	2-IODOBUTANE
UN2391	IODOMETHYLPROPANES
UN2392	IODOPROPANES
UN2393	ISOBUTYL FORMATE
UN2394	ISOBUTYL PROPIONATE
UN2395	ISOBUTYRYL CHLORIDE
UN2396	METHACRYLALDEHYDE, STABILIZED
UN2397	3-METHYLBUTAN-2-ONE
UN2398	METHYL tert-BUTYL ETHER
UN2399	1-METHYLPYPERIDINE

UN2400	METHYL ISOVALERATE
UN2402	PROPANETHIOLS
UN2403	ISOPROPENYL ACETATE
UN2404	PROPIONITRILE
UN2405	ISOPROPYL BUTYRATE
UN2406	ISOPROPYL ISOBUTYRATE
UN2409	ISOPROPYL PROPIONATE
UN2410	1,2,3,6-TETRAHYDROPYRIDINE
UN2411	BUTYRONITRILE
UN2412	TETRAHYDROTHIOPHENE
UN2413	TETRAPROPYL ORTHOTITANATE
UN2414	THIOPHENE
UN2416	TRIMETHYL BORATE
UN2436	THIOACETIC ACID
UN2456	2-CHLOROPROPENE
UN2457	2,3-DIMETHYLBUTANE
UN2458	HEXADIENE
UN2459	2-METHYL-1-BUTENE
UN2460	2-METHYL-2-BUTENE
UN2461	METHYLPENTADIENE
UN2478	ISOCYANATES, FLAMMABLE, TOXIC, N.O.S.; or ISOCYANATE SOLUTION, FLAMMABLE, TOXIC, N.O.S.
UN2481	ETHYL ISOCYANATE
UN2483	ISOPROPYL ISOCYANATE
UN2486	ISOBUTYL ISOCYANATE
UN2493	HEXAMETHYLENEIMINE
UN2498	1,2,3,6-TETRAHYDROBENZALDEHYDE
UN2514	BROMOBENZENE
UN2520	CYCLOOCTADIENES
UN2524	ETHYL ORTHOFORMATE
UN2526	FURFURYLAMINE
UN2527	ISOBUTYL ACRYLATE, STABILIZED
UN2528	ISOBUTYL ISOBUTYRATE
UN2529	ISOBUTYRIC ACID
UN2535	4-METHYLMORPHOLINE; or N-METHYLMORPHOLINE
UN2536	METHYLTETRAHYDROFURAN
UN2541	TERPINOLENE
UN2554	METHYLALLYL CHLORIDE
UN2560	2-METHYLPENTAN-2-OL
UN2561	3-METHYL-1-BUTENE
UN2603	CYCLOHEPTATRIENE
UN2605	METHOXYMETHYL ISOCYANATE
UN2607	ACROLEIN DIMER, STABILIZED
UN2608	NITROPROPANES
UN2610	TRIALLYLAMINE

UN2612	METHYL PROPYL ETHER
UN2614	METHALLYL ALCOHOL
UN2615	ETHYL PROPYL ETHER
UN2616	TRIISOPROPYL BORATE
UN2617	METHYLCYCLOHEXANOLS, flammable
UN2618	VINYLTOLUENES, STABILIZED
UN2620	AMYL BUTYRATES
UN2621	ACETYL METHYL CARBINOL
UN2622	GLYCIDALDEHYDE
UN2684	DIETHYLAMINOPROPYLAMINE
UN2707	DIMETHYLDIOXANES
UN2709	BUTYLBENZENES
UN2710	DIPROPYL KETONE
UN2733	AMINES, FLAMMABLE, CORROSIVE, N.O.S.; or POLYAMINES, FLAMMABLE, CORROSIVE, N.O.S.
UN2749	TETRAMETHYLSILANE
UN2752	1,2-EPOXY-3-ETHOXYPROPANE
UN2758	CARBAMATE PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2760	ARSENICAL PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2762	ORGANOCHLORINE PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2764	TRIAZINE PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2772	THIOCARBAMATE PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2776	COPPER BASED PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2778	MERCURY BASED PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2780	SUBSTITUTED NITROPHENOL PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2782	BIPYRIDILIUM PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2784	ORGANOPHOSPHORUS PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2787	ORGANOTIN PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN2838	VINYL BUTYRATE, STABILIZED
UN2840	BUTYRALDOXIME
UN2841	DI-n-AMYLAMINE
UN2842	NITROETHANE
UN2850	PROPYLENE TETRAMER
UN2924	FLAMMABLE LIQUID, CORROSIVE, N.O.S.
UN2933	METHYL 2-CHLOROPROPIONATE
UN2934	ISOPROPYL 2-CHLOROPROPIONATE
UN2935	ETHYL 2-CHLOROPROPIONATE
UN2943	TETRAHYDROFURFURYLAMINE
UN2945	N-METHYLBUTYLAMINE
UN2947	ISOPROPYL CHLOROACETATE
UN2983	ETHYLENE OXIDE AND PROPYLENE OXIDE MIXTURE, not more than 30 per cent ethylene oxide
UN2985	CHLOROSILANES, FLAMMABLE, CORROSIVE, N.O.S.

UN3021	PESTICIDE, LIQUID, FLAMMABLE, TOXIC, N.O.S., flash point less than 23 °C
UN3022	1,2-BUTYLENE OXIDE, STABILIZED
UN3024	COUMARIN DERIVATIVE PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN3054	CYCLOHEXYL MERCAPTAN
UN3056	n-HEPTALDEHYDE
UN3064	NITROGLYCERIN, SOLUTION IN ALCOHOL with more than 1 per cent but not more than 5 per cent nitroglycerin
UN3065	ALCOHOLIC BEVERAGES, more than 70 per cent alcohol, by volume
UN3065	ALCOHOLIC BEVERAGES, more than 24 per cent but not more than 70 per cent alcohol, by volume
UN3079	METHACRYLONITRILE, STABILIZED
UN3092	1-METHOXY-2-PROPANOL
UN3165	AIRCRAFT HYDRAULIC POWER UNIT FUEL TANK containing a mixture of anhydrous hydrazine and methylhydrazine (M86 fuel)
UN3248	MEDICINE, LIQUID, FLAMMABLE, TOXIC, N.O.S.
UN3256	ELEVATED TEMPERATURE LIQUID, FLAMMABLE, N.O.S., with flash point above 60.5 °C, at or above its flash point
UN3269	POLYESTER RESIN KIT
UN3271	ETHERS, N.O.S.
UN3272	ESTERS, N.O.S.
UN3273	NITRILES, FLAMMABLE, TOXIC, N.O.S.
UN3274	ALCOHOLATES SOLUTION, N.O.S., in alcohol
UN3286	FLAMMABLE LIQUID, TOXIC, CORROSIVE, N.O.S.
UN3295	HYDROCARBONS, LIQUID, N.O.S.
UN3336	MERCAPTAN MIXTURE, LIQUID, FLAMMABLE, N.O.S.; or MERCAPTANS, LIQUID, FLAMMABLE, N.O.S.
UN3346	PHENOXYACETIC ACID DERIVATIVE PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN3350	PYRETHROID PESTICIDE, LIQUID, FLAMMABLE, TOXIC, flash point less than 23 °C
UN3475	ETHANOL AND GASOLINE MIXTURE, with more than 10 per cent ethanol; ETHANOL AND MOTOR SPIRIT MIXTURE, with more than 10 per cent ethanol or ETHANOL AND PETROL MIXTURE, with more than 10 per cent ethanol
UN3371	2-METHYLBUTANAL
UN3379	DESENSITIZED EXPLOSIVES, LIQUID, N.O.S.
UN3469	PAINT RELATED MATERIAL, FLAMMABLE, CORROSIVE
UN3473	FUEL CELL CARTRIDGES
UN3527	POLYESTER RESIN KIT
UN3528	ENGINE, INTERNAL COMBUSTION, FLAMMABLE LIQUID POWERED

# TRANSPORT CANADA

## APPENDIX "C"

### EVALUATION CRITERIA

#### EVALUATION PROCEDURES AND BASIS OF SELECTION

##### Technical Evaluation

##### 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.

##### Project Description Requirements

**For all project descriptions to demonstrate experience, please provide the following information:**

- 1) Name of the client;
- 2) The total number of years' experience performing the above mentioned tasks;
- 3) The start and end dates of the project;
- 4) Details about the work performed by the proposed resource on the project(s) including tasks, technologies used and deliverables;
- 5) Customer reference that can attest to the proposed resource's experience  
(References are only to be contacted to validate the information provided in the bidder's proposal)

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT1	The Bidder must submit a Work Plan which must include the following elements: <ul style="list-style-type: none"><li>- The Bidder's understanding of the issue;</li><li>- The approach/methodology proposed for completing the work; and</li><li>- A GANTT chart showing activities and milestones.</li></ul>		
MT2	The Bidder must <b>propose a Project Manager as part of the core team and</b> demonstrate through project descriptions, that the proposed Project Manager meets the following requirements: <ul style="list-style-type: none"><li>- Has a minimum of five (5) years cumulative experience (within the last eight (8) years) of supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada;</li><li>- Experience that demonstrates their knowledge in safety as it relates to the transportation of dangerous goods in Canada; and</li><li>- Demonstrates their experience having completed at least two previous contracts with the federal government.</li></ul>		

	<p>- <b>**Resume must be included in the proposal submission</b></p> <p>Proposed resource may be the same for MT3, MT4 and MT5</p>		
<b>MT3</b>	<p>The Bidder must <u>propose a GIS Specialist as part of the core team and</u> demonstrate through project descriptions, that the proposed GIS Specialist meets the following requirements:</p> <ul style="list-style-type: none"> <li>- At minimum, must have a degree, diploma or certificate, from a recognized university or college in geography or Geographic Information Systems; and,</li> <li>- Must have a minimum of five (5) years' experience, within the past eight (8) years, working in the field of geography or GIS.</li> </ul> <p>Bidders must include as part of their proposal copies of all diplomas, degrees and certificates referenced in the proposal.</p> <p>Proposed resource may be the same for MT3, MT4 and MT5</p>		
<b>MT4</b>	<p>The Bidder must <u>propose a Research Scientist as part of the core team and</u> demonstrate through project descriptions, that the proposed Research Scientist meets the following requirements:</p> <ul style="list-style-type: none"> <li>- At minimum, must have graduated with a degree from a recognized university in science (with a specialization in chemistry, environmental science, or related field) or a degree in chemical engineering; and,</li> <li>- Must have a minimum of five (5) years' experience, within the past eight (8) years, working in the field of chemistry, environment science, chemical engineering or related fields.</li> </ul> <p>Bidders must include as part of their proposal copies of all diplomas, degrees and certificates referenced in the proposal.</p> <p>Proposed resource may be the same for MT3, MT4 and MT5</p>		
<b>MT5</b>	<p>The Bidder must provide two (2) project summaries/descriptions (3 page max) to demonstrate the Project Manager's experience with supply chain analyses for the transportation sector <u>and/or</u> for the transportation of dangerous goods in Canada. The following will be included in the summaries:</p> <ul style="list-style-type: none"> <li>- The name of the client organization;</li> <li>- A brief description of the scope of the service provided and the number of participant(s);</li> <li>- The dates/duration of the project;</li> <li>- The dollar (\$) value of the project ;</li> <li>- The extent to which the services were provided on-time, on-budget and in accordance with the established project;</li> <li>- Resources/personnel involved;</li> <li>- The total Project Manager's level of effort (in days) during the duration of the project; and</li> <li>- Objective of the project.</li> <li>- Key factors and strategies to be considered in order to address the requirements including risks and challenges that may be encountered.</li> </ul>		

**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 205 points.

Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
<b>Experience and Expertise of the Proposed Resources</b>			
<b>RT1</b>	<p>The Work Plan submitted as part of Bidder's Proposal will be evaluated against the mandatory requirements indicated in MT1 with emphasis placed on the following criteria:</p> <ul style="list-style-type: none"> <li>- The proposal demonstrates a thorough understanding of the production, handling and transportation of Dangerous Goods in Canada</li> <li>- The methodology identifies potential problems and proposed solutions;</li> <li>- The Work Plan shows a high probability of success and will obtain the expected deliverables;</li> <li>- The Work Plan addresses Hazardous Waste regulations with respect to the disposal of flammable liquids; and</li> <li>- The Work Plan addresses Quality Control as well as the processes proposed to ensure that the Work can be delivered successfully.</li> </ul> <p><i>Each criterion is worth up to 9 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p><i>9 = Excellent (clear, thorough), sufficient detail to provide understanding of work, i.e., no gaps in information, very high probability of success;</i>  <i>7 = Good plan, sufficient detail to provide understanding of work, but with minor weaknesses/gaps in information;</i>  <i>5 = Adequate plan, sufficient detail to provide understanding of work, but with weaknesses/gaps in information;</i>  <i>4 = Poor plan, insufficient detail to provide understanding of work with major weaknesses/gaps in information;</i>  <i>1 = Inadequate plan; lacks detail/information</i>  <i>0 = No plan;</i></p>	45	
<b>RT2</b>	<p>The Bidder shall demonstrate using project descriptions that the proposed <u>Project Manager</u> has experience in the following elements related to flammable liquid (excluding crude oil) transportation and production (extraction / manufacturing):</p> <ul style="list-style-type: none"> <li>• Existing transportation trade and forecast data;</li> <li>• Properties of the DGs</li> <li>• Manufacturing process of the DGs (and by-products); and</li> <li>• Roles and responsibilities of various parties involved in the transportation, refining of</li> </ul>	60	

	<p>flammable liquids and intermodal systems within the supply chain.</p> <p>The Bidder <b>must</b> follow the Project Description Requirements as described in the list above the Mandatory Criteria to demonstrate experience.</p> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p>0 points = no previous experience  5 points = &lt; 2 years  10 points = 2-3 years  15 points = &gt; 3 years</p>		
<b>RT3</b>	<p>The Bidder shall demonstrate using project descriptions that the proposed <u>GIS specialist</u> has experience in the following GIS skills:</p> <ul style="list-style-type: none"> <li>• Experience in route analysis;</li> <li>• Experience in spatial / statistical analysis; and,</li> <li>• Experience programing or scripting in a GIS environment</li> </ul> <p>The Bidder <b>must</b> follow the Project Description Requirements as described in the list above the Mandatory Criteria to demonstrate experience.</p> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p>0 points = no previous experience  5 points = &lt; 2 years  10 points = 2-3 years  15 points = &gt; 3 years</p>	45	
<b>RT4</b>	<p>The Bidder shall demonstrate using project descriptions that the proposed <u>Research Scientist</u> has experience in the following elements related to flammable liquid (excluding crude oil):</p> <ul style="list-style-type: none"> <li>• Properties of the DGs</li> <li>• Manufacturing processes of the DGs (and by-products);</li> <li>• Risks associated with handling DGs; and,</li> </ul> <p>The Bidder <b>must</b> follow the Project Description Requirements as described in the list above the Mandatory Criteria to demonstrate experience.</p> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p>0 points = no previous experience  5 points = &lt; 2 years</p>	45	

	10 points = 2-3 years 15 points = > 3 years		
<b>RT5</b>	<p>Bonus points will be awarded for each additional resource outside of the core team, with a minimum of 3 years' professional experience in any one of the following:</p> <ol style="list-style-type: none"> <li>1. the field of geography or GIS</li> <li>2. the field of chemistry, environment science, chemical engineering or related fields</li> <li>3. supply chain analysis for the transportation industry and/or for the transportation of dangerous goods in Canada</li> <li>4. Experience that demonstrates their knowledge in safety as it relates to the transportation of dangerous goods in Canada</li> </ol> <p>For each additional resource proposed;</p> <ul style="list-style-type: none"> <li>• The Bidder <b>must</b> follow the Project Description Requirements as described in the list above the Mandatory Criteria to demonstrate experience.</li> <li>• Identify which of the above four categories the resource applies to.</li> </ul> <p>2 points are awarded for each additional resource up to a maximum of 5 additional resources.</p>	10	
<b>Point Rated Technical Score = /205</b>			

**TRANSPORT CANADA**

**APPENDIX "D"**

**BASIS OF SELECTION METHOD**

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	73.15	77.7
<b>Overall Rating</b>		1st	3rd	2nd

**TRANSPORT CANADA**

**APPENDIX "E"**

**GENERAL CONDITIONS**

**PROFESSIONAL SERVICES**

**1. Interpretation**

In the Purchase Order,

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

**2. Priority of Documents**

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

### **3. Successors and Assigns**

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

### **4. Assignment, Subcontracting and Novation**

- 4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.
- 4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

### **5. Time of the Essence**

- 5.1. Time is of the essence of the Contract.
- 5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

## **6. Indemnification**

- 6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.
- 6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

## **7. Notices**

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

## **8. Termination or Suspension**

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

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

## **9. Termination due to Default of Contractor**

- 9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:
  - 9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - 9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.
- 9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.
- 9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

## **10. Records to be kept by Contractor**

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

## **11. Ownership of Intellectual and Other Property including Copyright**

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

### **HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Transport**

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

## **12. Conflict of Interest and Post-Employment Measures**

- 12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.
- 12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

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

**13. Contractor Status**

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

**14. Warranty by Contractor**

- 14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

**15. Member of House of Commons**

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

**16. Amendments**

- 16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.
- 16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

**17. Entire Agreement**

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

**18. Payment by the Minister**

- 18.1. Applicable when the Terms of Payment specify PROGRESS payments.
- 18.1.1. Payment by the Minister to the Contractor for the work will be made:
- 18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or
- 18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

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

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

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

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

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

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

## **19. Payment of Interest on Overdue Accounts**

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

## **20. Schedule and Location of Work**

- 20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.
- 20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

## **21. No Other Benefits**

- 21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.
- 21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

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

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

## **23. Minister's Responsibilities**

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

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

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

- 24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and
- 24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.
- 24.6. **In this Article:**
- 24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

**TRANSPORT CANADA**

**APPENDIX "F"**

**SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY**

**Re: Request for Proposals T8080-180051**  
**Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil)**

The Consultant hereby agrees:

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

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

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

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

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

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

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

**CROWN OWNS**

**ALTERNATIVE AND OPTIONAL CLAUSES**

**ALTERNATIVE CLAUSES**

**Copyright**

1. In this section,

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

"Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

2. Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF Canada (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3. At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

4. Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

5. The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

6. At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

7. If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

**Basis for Canada's Ownership of Intellectual Property**

7.1 Transport Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds: The main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

**TRANSPORT CANADA**  
**APPENDIX "G"**  
**INSTRUCTIONS TO TENDERERS**

**1. DEFINITIONS**

In the Invitation to Tender

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

**2. TENDER CLOSING**

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

**3. TENDER OPENING**

In the case of a Public Tender Opening

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

**4. OFFICIAL TENDER FORMAT**

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

**5. QUESTIONS DURING TENDER PERIOD**

Questions during the tender period must be submitted in writing.

**6. REVISION OF TENDERS**

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

## **7. TENDER SECURITY**

7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".

7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

## **8. CONTRACT SECURITY**

8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".

8.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or Surety Company that the required contract security will be provided upon notification of contract award to the successful tenderer.

## **9. INSURANCE**

9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".

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

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

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

## **10. SIGNING OF DOCUMENTS**

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

## **11. TENDER VALIDITY PERIOD**

**11.1 Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 60 days following Tender Closing Time.**

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

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

## 12. INCOMPLETE TENDERS

12.1. Incomplete or conditional tenders will be rejected.

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

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

## 13. REFERENCES

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

## 14. LOWEST TENDER NOT NECESSARILY ACCEPTED

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

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

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

**TRANSPORT CANADA**  
**APPENDIX "H"**  
**REQUIREMENTS FOR SIGNATURE**

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

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

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

**IMPORTANT:**

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

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

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

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

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

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

**COMMENTS:**

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

## TRANSPORT CANADA

### APPENDIX "I"

#### PROGRAM FOR EMPLOYMENT EQUITY

##### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY AN IMPORTANT NOTICE FOR BIDDERS

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity\*, as a precondition to the validation of their bids. Your organization is covered by this program:

**1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;**

**2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA**

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

\*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

##### PROGRAMME DE CONTRATS FÉDÉRAUX POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI AVIS IMPORTANT AUX SOUMISSIONNAIRES

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi\* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

**1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET**

**2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

\*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

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

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

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

OR - OU

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

OR - OU

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FEDERAL CONTRACTORS PROGRAM

### INFORMATION FOR SUPPLIERS AND CONTRACTORS

#### OBJECTIVE

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

#### DESCRIPTION

Suppliers of goods and services to the federal government that

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

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

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

## REQUIREMENTS

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

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

## OPERATION

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

- Certification
- Implementation
- Compliance Review

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

### Step 1: Certification

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

### Step 2: Implementation

Upon having been awarded a federal government contract valued at \$200,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

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

### Step 3: Compliance Review

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

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

- measure the performance levels attained by contractors.

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

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

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

## **APPEALS AND SANCTIONS**

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

## **FCP CRITERIA FOR IMPLEMENTATION**

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the [Federal Contractors Program-Criteria for Implementation](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml) on the HRDC website at the following address:

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

### **Criterion 1: Communication of Employment Equity to Employees**

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

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

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

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

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

### **Criterion 3: Collection and Maintenance of Workforce Information**

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

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

#### **Criterion 4: Workforce Analysis**

Contractors can fulfill this criterion by

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

#### **Criterion 5: Employment Systems Review**

Contractors can fulfill this criterion by

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

#### **Criterion 6: Establishment of Goals**

Contractors can fulfill this criterion by establishing

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

#### **Criterion 7: Development of an Employment Equity Plan**

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

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

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

#### **Criterion 8: Adoption of Positive Policies and Reasonable Accommodation**

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

**Criterion 9: Establishment of a Positive Work Environment**

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

**Criterion 10: Adoption of Monitoring Procedures**

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

**Criterion 11: Authorization to Enter Premises**

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

Labour Branch

Direction générale du travail

Federal Contractors  
Program

Programme de contrats fédéraux

### Certificate of Commitment to Implement Employment Equity

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

## Criteria for Implementation

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

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

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

Protected "B" *when completed*

Complete legal name of company:

Company's address:

Company's procurement business number (PBN):

Bid number:

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

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

***Financial Administration Act***

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

Yes [ ] / No [ ]

Comments:

---

***Criminal Code***

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

Yes [ ] / No [ ]

Comments:

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

**Criminal Code**

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

Yes [ ] / No [ ]

Comments:

**Competition Act**

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

Yes [ ] / No [ ]

Comments:

**Corruption of Foreign Public Officials Act**

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

Yes [ ] / No [ ]

Comments:

**Controlled Drugs and Substances Act**

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

Yes [ ] / No [ ]

Comments:

**Other acts**

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

Yes [ ] / No [ ]

Comments:

**Additional comments:**

This space is for additional comments

This space is for additional comments

This space is for additional comments

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

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

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

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

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR <b>Supply Chain Analysis of Flammable Liquids in Canada (Excluding Crude Oil)</b>
NUMBER - NUMÉRO <b>T8080-180051</b>
DATE DUE - DÉLAI July 5, 2018, 14:00 HRS (2:PM) OTTAWA TIME

# TENDER - SOUMISSION

## TENDER RECEPTION

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