

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

Transport Canada
TC MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5
Attention: Bruce Weir
Bid receiving Unit : 613-998-5105

Transports Canada
TC MAIL ROOM, (Niveau Food Court)
Tour C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5
Attention: Bruce Weir
Service de réception des soumissions : 613-998-5105

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Title – Sujet	
Corrosive Supply Chain Project	
Solicitation No. – N° de l'invitation	Date
T8080-190086/A	August 20, 2019
Client Reference No. – N° référence du client	
T8080-190086/A	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)
on – le October 2, 2019	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Bruce Weir	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
613-990-7632	bruce.weir@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no Security Requirements for this RFP

1.2 Statement of Work

Transport Canada has a requirement for a study into and report on the supply chains for Class 8 Corrosives in Canada as detailed in Article 6.2 of the Resulting Contract Clauses.

This is a re-compete of an earlier Request for Proposals (RFP) issue June 17, 2019 which did not result in any compliant proposals. Accordingly, Transport Canada has revised the Mandatory Requirements from the June 17, 2019 version as follows:

- a) All requirements for years of experience are set at 3 years.
- b) All requirements of the format "within the last xx (x) years" have been changed to "within the period August 1, 2011 to August 31, 2019"
- c) The requirement to provide "The total Project Manager's level of effort (in days) during the duration of the project" has been deleted from Mandatory Requirement MT-4.
- d) A clarification on how Transport Canada will evaluate years of experience has been added, as follows

"The month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once.

For example: Project 1 timeframe is July 2015 to December 2015; Project 2 timeframe is October 2015 to January 2016; the total months of experience for these two project references is seven (7) months"

The specific changes which resulted from the above are highlighted in yellow.

1.3 Debriefings

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

1.4 Enquiries and Communications

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

- a) Enquiries - Bid Solicitation in accordance with Article 2.4 below, and
- b) Communications - Solicitation Period in accordance with Article 2.5 below

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Transport Canada (TC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

All requests for information must be made in accordance with the instructions detailed in Article 2.5 below.

2.5 Communications - Solicitation Period

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

2.6 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

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

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

Section I: Technical Bid

In Section I Technical Bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. This section must include

- i) a draft Work Plan which includes
 - a) The Bidder's understanding of the requirement;
 - b) A paragraph by paragraph statement of compliance with the Statement of Work (SOW);
 - c) The approach/methodology proposed for completing the work;
 - d) A time table (GANTT chart or similar) showing activities and milestones.
- ii) Details on the Project Team proposed to carry out the study, complete with Language Capabilities (in the Official Languages of Canada), Resumes and Project Descriptions for each Project Team member. The Project Team must consist of at least a Project Manager, a GIS Specialist and a Research Scientist, although one person may fill more than one position.
- iii) Project Descriptions which are used to demonstrate experience should include the following:
 - a) Name of the client(s) / employer(s);
 - b) The start and end dates of the project / work;
 - c) The total number of years' experience performing each mandatory and technical criteria;
 - d) Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables
 - e) Copies of all diplomas, degrees and certificates referenced in the proposal; and
 - f) Client / employer reference that can attest to the proposed resource's experience (References are only contacted to validate the information provided in the bidder's proposal)

iv) Copies of all diplomas, degrees and certificates referenced in the proposal

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Article 6.7 of the Resultant Contract Clauses. The Bidder's Financial Proposal shall as a minimum on Bidder's letterhead clearly state the firm lot price proposed.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, supported by one consultant from Altis Human Resources Inc. will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Proposals must meet the following mandatory requirements

The Bidder's Proposed Resource			
Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT-1	The Bidder must submit a Work Plan in accordance with the Bid Preparation Instructions, Article 3.1, Section I, subparagraph i).		
MT-2	The Bidder must propose a Project Team consisting of at least a Project Manager, a GIS Specialist, and a Research Scientist, and provide resumes for all Project Team Members. The Bidder may use the same person to fill more than one position in the Project Team.		
MT-3	<p>The Bidder must propose a Project Manager as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii), that the proposed Project Manager meets the following requirements:</p> <ul style="list-style-type: none"> • Has a minimum of three (3) years cumulative experience (within the period from August 1, 2011 to August 31, 2019) of supply chain analysis for the transportation industry and/or for the transportation of dangerous goods; • Has experience that demonstrates the Project Manager's knowledge in safety as it relates to the transportation of dangerous goods; and • Has completed at least two previous contracts with the federal government; <p>A resume for the Project Manager must be included as part of Bidder's Proposal.</p>		
MT-4	The Bidder must provide two (2) Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii) that demonstrate the Project Manager's experience with supply chain analyses for the transportation sector and/or for the Transportation of Dangerous Goods. Each Project		

	<p>Description must include:</p> <ul style="list-style-type: none"> • The name of the client organization; • A brief description of the scope of the service provided and the number of participant(s); • The dates and duration of the project; • The dollar (\$) value of the project; • The extent to which the services were provided on-time, on-budget and in accordance with the established project; • Resources/personnel involved; • Objective of the project; and, • Key factors and strategies to be considered in order to address the requirements including risks and challenges that may be encountered. 		
<p>MT-5</p>	<p>The Bidder must propose a GIS Specialist as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii), that the proposed GIS Specialist meets the following requirements:</p> <ul style="list-style-type: none"> • At a minimum, has a degree, diploma or certificate, from a recognized university or college in geography or Geographic Information Systems; and, • Has a minimum of three (3) years' experience, (within the period from August 1, 2011 to August 31, 2019), working in the field of geography or GIS. 		
<p>MT-6</p>	<p>The Bidder must propose a Research Scientist as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii), that the proposed Research Scientist meets the following requirements:</p> <ul style="list-style-type: none"> • At a minimum has 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, • Has a minimum of three (3) years' experience, (within the period from August 1, 2011 to August 31, 2019), working in the field of chemistry, environmental science, chemical engineering or related fields. 		

The month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once.

For example: Project 1 timeframe is July 2015 to December 2015; Project 2 timeframe is October 2015 to January 2016; the total months of experience for these two project references is seven (7) months

4.1.1.2 Point Rated Technical Criteria

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

Point Rated Technical Criteria	Maximum points available	Cross Reference in Proposal
<p>RT1</p> <p>The draft Work Plan submitted as part of Bidder’s Proposal will be evaluated in accordance with the following criteria:</p> <ol style="list-style-type: none"> 1. The proposal demonstrates a thorough understanding of the production, handling and transportation of Dangerous Goods in Canada; 2. The methodology identifies potential problems and proposed solutions; 3. The Work Plan shows a high probability of success and will obtain the expected deliverables; 4. The Work Plan addresses Hazardous Waste regulations with respect to the disposal of corrosive substances; and, 5. The Work Plan addresses Quality Control as well as the processes proposed to ensure that the Work can be delivered successfully. <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	
<p>RT2</p> <p>The Bidder should demonstrate using Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii) that the proposed Project Manager has experience in the following elements related to transportation and production (extraction / manufacturing) of corrosive substances:</p> <ol style="list-style-type: none"> 1. Existing transportation trade and forecast data; 2. Properties of the DGs and/or specifically, corrosive substances; 3. Manufacturing process of the DGs (and by-products); and, 4. Roles and responsibilities of various parties involved in the supply chain industry for dangerous goods and/or specifically, corrosive substances including transportation, refining of DGs and/or specifically, corrosive substances and intermodal 	60	

	<p>systems.</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><i>0 points = no previous experience</i> <i>5 points = < 2 years</i> <i>10 points = 2-3 years</i> <i>15 points = > 3 years</i></p>		
RT3	<p>The Bidder should demonstrate using Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii) that the proposed GIS Specialist has experience in the following GIS skills:</p> <ol style="list-style-type: none"> 1. Experience in route analysis; 2. Experience in spatial / statistical analysis; and, 3. Experience programming or scripting in a GIS environment <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><i>0 points = no previous experience</i> <i>5 points = < 2 years</i> <i>10 points = 2-3 years</i> <i>15 points = > 3 years</i></p>	45	
RT4	<p>The Bidder should demonstrate using Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii) that the proposed Research Scientist has experience in the following elements related to corrosive substances:</p> <ol style="list-style-type: none"> 1. Properties of the Dangerous Goods; 2. Manufacturing processes of the DGs (and by-products); and 3. Risks associated with handling of the DGs <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><i>0 points = no previous experience</i> <i>5 points = < 2 years</i> <i>10 points = 2-3 years</i> <i>15 points = > 3 years</i></p>	45	
Sub Total (maximum 195 points)			
Point Rated Technical Score = (Sub Total) / 195 x 70			

4.1.2 Financial Evaluation

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

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

Where

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

Price Bid = the Total Bid Price of the bid being evaluated

4.1.3 Bid Score

The Bid Score for a proposal shall be the sum of the Point Rated Technical Score of para 4.1.1.2 above and the Financial Point Score of para 4.1.2 above.

4.2 Basis of Selection

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory technical evaluation criteria; and
- c) meet the minimum technical score of 70% or 136.5 points**

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

The responsive bid with the highest Bid Score calculated in accordance with para 4.1.3 above will be recommended for award of a contract. In the event that two or more responsive bids have the same highest Bid Score, the responsive bid that obtained the highest overall score for all the point-rated technical criteria will be recommended for award of a contract. Only one contract will be awarded further to this solicitation.

In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time

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

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

5.2.4 Education and Experience

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

PART 6 – RESULTANT CONTRACT CLAUSES

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

6.1 Security Requirements

There are no security requirements associated with the Work

6.2 Statement of Work

The Contractor shall carry out a study into and report on the supply chains for Class 8 Corrosives in Canada as detailed in the Statement of Work attached as Appendix B.

6.3 Standard Clauses and Conditions

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

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

6.3.3 Supplemental General Conditions [4007](#) Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.4 Period of Performance

The period of performance is from date of contract award to March 31, 2020, inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Bruce Weir
Procurement Advisor
Transport Canada - AFMC
275 Sparks Street,
Routing - AFTC
Ottawa Ontario K1A 0N5
Phone: 613-990-7632
E-Mail: bruce.weir@tc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

TBD
Ottawa, Ontario K1A 0N5
Canada

Telephone: 613-TBD
E-mail: TBD

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor shall be paid in accordance with the following

In consideration for the Contractor satisfactorily completing all of its obligations, the Contractor will be paid a firm lot price of \$XXX plus taxes estimated at \$ XXX.

This firm lot price includes all costs associated with travel and with obtaining data, as detailed in paragraphs 10.0 and 11.0 of the Statement of Work

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

6.7.2 Method of Payment

For the work detailed under this contract, Canada will make milestone payments in accordance with the Milestone Payment Schedule detailed in the table below and the payment provisions of the Contract if:

- 6.7.2.1 following completion of all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada, and
- 6.7.2.2 following receipt of an accurate and complete claim for payment using Contractor's invoice and any other document required by the Contract, submitted in accordance with the payment provisions of the Contract, and containing the description and value of the milestone claimed.

Milestone Payment Schedule			
Number	Date	Description of Deliverable	Payment
1	TBD	Completion and Approval by the TC Project Authority of the Mid-Project Report	40% of Contract Value
2	TBD	Completion and Acceptance by the TC Project Authority of all Work	Balance Owing Against the Contract

6.7.3 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by a copy of the monthly progress report.

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 Applicable Laws

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

6.8.3 Priority of Documents

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

- (a) This Resultant Contract Clauses;
- (b) Non-Disclosure Agreement attached as Appendix C ;
- (c) Supplemental General Conditions 4007 Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16)
- (d) The General Conditions attached as Appendix A
- (e) Statement of Work, attached as Appendix B
- (f) The Contractor's bid dated _____ (insert date of bid)

6.9 Qualifications

Contractor shall meet, as a minimum, the mandatory requirements detailed in Article 4.1.1.1 of the RFP

6.10 Continuity and Replacement of Resources

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 resources 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.

6.11 Intellectual Property

Further to Article 6.3.2, Intellectual Property 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.

6.12 Insurance – No specific requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and

RESULTANT CONTRACT CLAUSES APPENDIX A GENERAL CONDITIONS

SUPPLY CHAIN ANALYSIS OF CLASS 8 CORROSIVE DANGEROUS GOODS IN CANADA

1. Interpretation

In the Purchase Order,

1.1. *"Amendment" means "Revision";*

1.2. *"Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;*

1.3. *"Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;*

1.4. *"Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;*

1.5. *"Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.*

1.6. *"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;*

1.7. *"Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;*

1.8. *"Per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;*

1.9. *"Prototypes" includes models, patterns and samples;*

1.10. *"technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;*

1.11. *"Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.*

2. Intentionally Left Blank

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

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

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

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

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

5. Time of the Essence

5.1. Time is of the essence of the Contract.

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

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

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

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

6. Indemnification

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

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

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

7. Notices

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

8. Termination or Suspension

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

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

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

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

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

the particular part thereof.

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

9. Termination due to Default of Contractor

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

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

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

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

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

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

9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

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

11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Transport

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

12. Conflict of Interest and Values and Ethics Codes for the Public Service

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

13. Contractor Status

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

14. Warranty by Contractor

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

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

15. Member of House of Commons

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

16. Amendments

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

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

17. Entire Agreement

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

18. Payment by the Minister

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

18.1.1 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

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

18.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1 to apply for the sole purpose of calculating interest on overdue accounts.

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

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

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

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

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

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

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

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

20. Schedule and Location of Work

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

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

21. No Other Benefits

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

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

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

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

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

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

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

23. Minister's Responsibilities

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

24. Public Disclosure

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

25. Integrity Provisions

25.1 Statement

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

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

25.2 List of Names

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

25.3 Information Verification

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

25.4 Lobbying Act

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

25.5 Canadian Offences Resulting in Legal Incapacity

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

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

25.5.1.2 Section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the [Criminal Code](#), or

25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).

25.6 Canadian Offences

The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.6.1.1 section 119 (Bribery of judicial officers, etc), section 120 (Bribery of officers), section 346 (Extortion), sections 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the [Criminal Code](#), or

25.6.1.2 Section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading

representation), section 53 (Deceptive notice of winning a prize) of the [Competition Act](#), or

25.6.1.3 Section 239 (False or deceptive statements) of the [Income Tax Act](#), or

25.6.1.4 Section 327 (False or deceptive statements) of the [Excise Tax Act](#), or

25.6.1.5 Section 3 (Bribing a foreign public official), section 4 (Accounting), or section 5 (Offence committed outside Canada) of the [Corruption of Foreign Public Officials Act](#), or

25.6.1.6 Section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the [Controlled Drugs and Substance Act](#), or

25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

25.7 Foreign Offences

The Contractor has certified that:

25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

25.7.1.1 The court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;

25.7.1.2 The Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;

25.7.1.3 The court's decision was not obtained by fraud; and

25.7.1.4 The Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

25.8 Ineligibility to Contract with Canada

25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

25.8.1.1 Terminate the contract for default; or

25.8.1.2 Require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

25.8.2.1 Terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
25.8.2.2 Require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the Ineligibility and Suspension Policy after contract award, Canada may, following a notice period:

25.8.3.1 Terminate the contract for default; or

25.8.3.2 Requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.4.1 Terminate the contract for default; or

25.8.4.2 Require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.

25.10 Period of Ineligibility.

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection

for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;

25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;

25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;

25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;

25.11.3 been granted a pardon under section 748 of the [Criminal Code](#);

25.11.4 received a record of suspension ordered under the [Criminal Records Act](#); and

25.11.5 been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years

RESULTANT CONTRACT CLAUSES APPENDIX B STATEMENT OF WORK

SUPPLY CHAIN ANALYSIS OF CLASS 8 CORROSIVE DANGEROUS GOODS IN CANADA

1.0 TITLE

Supply Chain Analysis of Class 8 Corrosive Dangerous Goods in Canada

2.0 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.

Corrosive commodities have a wide variety of applications and are frequently used within industrial and academic sectors, and are commonly found in many household cleaning products. Protective equipment and proper means of containment must be considered and used when handling and/or transporting corrosive dangerous goods. These types of goods are transported by all modes and pose a significant risk to human health and the environment in the event of a DG incident.

Presently, the TDG Program is interested in expanding our knowledge base regarding the transportation of Class 8 Corrosives in Canada. From 2013 through 2017, Class 8 Corrosives ranked among the second highest number of incidents, with a total of 391 recorded¹. 266 incidents were reported to have occurred at a facility, while the remaining incidents were reported to have occurred by mode of transportation, excluding marine¹. An analysis from a safety perspective of the corrosive supply chain industry will provide an overview of DG activity within Canada, including identification of dominant Class 8 Corrosive dangerous goods, their respective modes of transport and routing, as well as identification of facilities involved in the corrosive supply chain industry.

3.0 OBJECTIVE

The objective of this project is to comprehensively describe the supply chains for Class 8 Corrosives 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.

4.0 SCOPE OF WORK

The scope of this study will include the identification of Class 8 (Corrosive) commodities transported in Canada by 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, the locations of transportation, distribution and handling sites, as well as the routes used to transport the DGs.

There are 280 Class 8 (Corrosive) commodities requiring consideration, identified in Annex A.

The Contractor shall propose a valid methodology to undertake the supply chain analysis of Class 8 (Corrosive) commodities including identification of which Class 8 (Corrosive) commodities are to be within scope of the study. The

¹ <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=3810025601>

methodology must clearly demonstrate how the selected commodities 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 corrosives in a way that uses similarities among them, either in characteristics or uses).

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 DG inputs and by-products (including waste) from the production of Class 8 (Corrosive) dangerous goods in Canada.

In addition to the production, the Contractor shall identify and map the transportation of selected Class 8 (Corrosive) commodities throughout the supply chain, from source extraction through to consumer distribution facilities.

Collected data will be presented in tabular and geospatial formats including maps. The data collected shall cover a period of at least one (1) full year. The year covered will be determined at the kick-off meeting.

5.0 TASKS

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

- 1) Identify groupings and/or subsets of Class 8 (Corrosive) commodities 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 Class 8 (Corrosive) commodity or groupings of commodities;
- 3) Analyze the supply chain, including quantities being moved across Canada, of each Class 8 (Corrosive) commodity or groupings of commodities:
 - a) Identify all DGs, by their respective UN number, involved in the production (extraction and/or manufacturing) of each Class 8 (Corrosive) commodity;
 - b) Identify all DGs, by their respective UN number, produced as by-products and waste for each Class 8 (Corrosive) commodity;
 - c) Identify all DGs, by their respective UN number, used in the operation of facilities that produce Class 8 (Corrosive) commodities;
 - d) Identify production (extraction and/or manufacturing) sites associated with Class 8 (Corrosive) commodities in Canada by location and by UN number;
 - e) Identify transportation routes, by mode and paired origin-destination; and
 - f) Identify the transportation routes and general movement of the by-products and wastes for each Class 8 (Corrosive) commodity.

6.0 DELIVERABLES AND REPORTING

6.1 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 draft work plan submitted as part of the Contractor's proposal and finalize the requirements for the study, including:

- a) A draft work plan, including the schedule of work and product delivery, scope of work, commodity groupings and rationale;
- b) A draft Table of Contents for the report which will define the scope and organization of the report;
- c) Description of data and metadata formatting, naming conventions, and organizations;
- d) A draft of methodologies to be used for data collection, data analysis and GIS analysis; and
- e) A draft reference list, including preliminary sources for data, internal data sources TDG must provide, as well as external datasets that TDG may assist in acquiring.

If internal TC data is required and available, the Contractor will advise, at the kick-off meeting, details of this data, including name of datasets, fields of interest and time period.

The Contractor will be responsible for obtaining all external data, except for that which can ONLY be obtained by TC. The Contractor will advise, at the kick-off meeting, names and contact information, dataset names, fields of interest and time periods for data extracts.

The Kick-Off Meeting will be held within one (1) week after date of Contract award.

6.2 Final work plan:

The final work plan will be based on the draft submitted with the Contractor's proposal. Edits and changes will be incorporated from discussions held during the kick-off meeting and other consultations with the client. The final work plan must specify:

- a) The specific activities anticipated;
- b) Timelines, milestones and deliverables;
- c) The level of effort and resource for each activity; and
- d) A 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: Final work plan to be submitted within one (1) week after the kick-off meeting.

6.3 Bi-weekly meeting:

The Contractor must 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 and approved by TC.

Completion Date: Mid-day on an agreed upon day for each two-week period following the date of Contract award.

6.4 Mid-Project Report & sample of GIS work:

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

- a) A detailed description of the work completed, status of work underway and description of work remaining;
- b) An explanation of the results to date;
- c) Contacts and references as applicable for sources of data;
- d) Data samples, as well as sample maps and GIS products in ESRI-compatible formats, as identified during the kick-off meeting of subsequent bi-weekly meetings; and
- e) Data limitations

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

Completion Date: Mid-Project report and samples of GIS work must be completed by Mid-day on the Friday of the twelfth (12th) week following the kick-off meeting, or any other completion date to be agreed to at the kick-off meeting.

6.5 Draft Report

The Contractor must provide TC with a draft final report in English. The reports will document the research, analysis and final conclusions of the study, and must include:

- a) Title page;
- b) Executive summary of report;
 - Summary of dominant UNs and DG Classes, modes, volumes, geospatial patterns, market, trade and safety issues, as well as data limitations
- c) Table of contents;
- d) Glossary, List of Tables and List of Figures;
- e) Introduction;
 - Overview of the study
 - Background and the objective of the study
- f) Detailed Results and Analysis;
 - List of groupings and/or subsets of Class 8 (Corrosive) commodities for analysis and describe rationale for selection based on a view towards transportation and safety research
 - Comprehensive description of the industry for each Class 8 (Corrosive) commodity
 - Selected Class 8 (Corrosive) DGs: provide detailed analysis of the production process (extraction and/or manufacturing); and transportation analysis including routes by mode and paired origin-destination
 - Class 8 (Corrosive) DG inputs, by-products, or waste: provide transportation analysis including routes by mode and paired origin-destination
 - General trends and descriptive statistics related to the supply chain analysis of Class 8 (Corrosive) commodities from a national perspective.
 - Identification of production (extraction and/or manufacturing) sites associated with Class 8 (Corrosive) commodities in Canada by location and by UN number;

- g) Conclusions, Next Steps, and Data Limitations:
 - Overall conclusions and recommendations on next steps;
 - Limitations of study, data gaps and areas for further research;
 - Identification of possible resources and/or options for narrowing knowledge gaps associated within the study of the supply chain analysis of Class 8 (Corrosive) commodities.
- h) Technical memorandum;
 - Description of all geospatial work and modelling, including a discussion where applicable about the models chosen and why
 - Glossary of terms and data dictionary
- i) References; and
 - Sources of data
 - List of companies and stakeholders that are identified in the course of the study, with address and geographic coordinates
- j) Data Annexes, including but not limited to GIS maps and data tables for transportation modes, routes, and volumes for each DG or DG groupings (all including complete metadata), as well as any additional data tables graphics or information relevant to the study.

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).

Completion Date: Mid-day fifteen (15) days prior to the contract end date.

6.6 Electronic Data - Draft tabular data and GIS data

- a) The Contractor must provide TC with a draft of the final tabular data. The draft spreadsheets must be created using Microsoft Excel (2013 or more recent versions). The data deliverable must include the following for DGs transported within Canada and within the study period:
 - i. Each DG identified within the scope of the study with attributes including (but not limited to):
 - Unique identifier for each record
 - Names, class, and UN number of DG;
 - Volumetric data of each DG;
 - Mode of transport used for distribution;
 - Type of route used for transportation including seasonal nature;
 - Latitude and Longitude coordinates of paired origin/destination locations; and
 - Province names of paired origin/destination locations.
- b) The Contractor must also provide TC with draft GIS data and draft map products accompanied by complete data dictionaries, application and usage documentation, and metadata. 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 agreed to in the kick-off meeting. GIS data deliverables must include:
 - i. A Point location feature class or shapefile of the DG facility sites in Canada 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);
 - Name of site of facility;
 - Type of facility (i.e. Production/Distribution/Transportation and Handling Sites);
 - Coordinates (Latitude and longitude in separate columns);
 - Name, class and UN numbers of DGs produced at the site within study period;

- Names, class and UN numbers of DG by-products and DG waste produced at the site
 - Volumetric data of DGs handled within the study period. (estimates of volumes are acceptable when actual volumetric data is unavailable)
- ii. Line feature classes or shapefiles of transportation infrastructure within Canada with attributes including (but not limited to):
- Unique identifier for each record;
 - Name / owner;
 - Province origin, province destination;
 - Mode / type of transportation infrastructure (road, ice road, ferry line, marine shipping route, railway, etc.);
 - Seasonal nature; and
 - Total length.
- iii. A Line feature class or shapefile showing the commodity flow by each mode for each DG of interest with attributes including (but not limited to):
- Aggregated volume of the DG that traverses over each segment of the network
 - Unique identifier;
 - UN number, Primary Class, and subsidiary class(es) if applicable;
 - Volume and weight data of each DG;
 - Paired origin/destination locations;
 - Data dictionary or use documentation; and
 - Complete metadata.
- iv. A map product (i.e. ArcGIS map document '.mxd') of all the commodity flows for each DG of interest, symbolized to show the aggregated volumes of DGs that traverses over each segment of the 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.

Complete Date: Mid-day fifteen (15) days prior to the contract end date.

7.0 FINAL REPORT AND FINAL TABULAR AND GIS DATA

The Contractor must provide TC with

- a) Four (4) copies of the final project report,
- b) One (1) copy in English and one (1) copy in French for internal dissemination, as well as
- c) One (1) copy in English and one (1) copy in French for public dissemination.

The final report for internal dissemination will consist of the same deliverables outlined in Section 6.5 as in the Draft Report but with the implementation of all comments and feedback provided by TC during draft consultations.

The final report for public dissemination will be the same as the final report for internal use, but with the removal, reformatting and aggregation of data so that commercial sensitivity is protected.

The Contractor must also provide TC with the final tabular data and GIS data, in an electronic format as specified in Section 6.6, in English.

Completion Date: Mid-day on the contract end date.

8.0 PRESENTATION

The contractor shall provide and deliver a presentation in English to TC. The presentation will be presented via webinar based on the Final Report. The Contractor must provide TC with two (2) versions as an electronic copy of the presentation, one (1) for internal dissemination, and one (1) to be made for public dissemination. The final presentation for public dissemination will be the same as the final presentation for internal use, but with the removal, reformatting and aggregation of data so that commercial sensitivity is protected. The presentation will be given in Microsoft PowerPoint format. In addition, the contractor shall include a recording made during the presentation, as well as permission to use the material in whole or in part.

Completion Date: On or before mid-day on the contract end date.

9.0 LANGUAGE REQUIREMENTS

The principal language of communication with Transport Canada will be English. Draft reports will be in English.

10.0 TRAVEL

Any travel costs incurred by the Contractor are included in the price.

11.0 DATA / REFERENCES / MATERIAL

Data

Any cost associated with obtaining data outside of what resources Transport Canada (TC) currently has is included in the price. Before receiving data from TC, the Contractor must conclude a non-disclosure agreement 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. TC 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.

12.0 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.

13.0 RESPONSIBILITIES OF THE PROJECT AUTHORITY

The TC Project Authority is responsible for the following:

- 13.1 Monitor contract progress and provide feedback to the contractor as required within two weeks;
and
- 13.2 Make available all required data using formats and aggregations that will be agreed upon in the kick-off meeting after the nondisclosure agreements have been signed.

**RESULTANT CONTRACT CLAUSES
 APPENDIX B STATEMENT OF WORK**

SUPPLY CHAIN ANALYSIS OF CLASS 8 CORROSIVE DANGEROUS GOODS IN CANADA

ANNEX A - LIST OF CLASS 8 CORROSIVE COMMODITIES OF INTEREST

UN Number	Shipping Name and Description
UN1052	HYDROGEN FLUORIDE, ANHYDROUS
UN1604	ETHYLENEDIAMINE
UN1715	ACETIC ANHYDRIDE
UN1716	ACETYL BROMIDE
UN1718	BUTYL ACID PHOSPHATE
UN1719	CAUSTIC ALKALI LIQUID, N.O.S.
UN1724	ALLYLTRICHLOROSILANE, STABILIZED
UN1725	ALUMINUM BROMIDE, ANHYDROUS
UN1726	ALUMINUM CHLORIDE, ANHYDROUS
UN1727	AMMONIUM HYDROGENDIFLUORIDE, SOLID
UN1728	AMYLTRICHLOROSILANE
UN1729	ANISOYL CHLORIDE
UN1730	ANTIMONY PENTACHLORIDE, LIQUID
UN1731	ANTIMONY PENTACHLORIDE SOLUTION
UN1732	ANTIMONY PENTAFLUORIDE
UN1733	ANTIMONY TRICHLORIDE
UN1736	BENZOYL CHLORIDE
UN1739	BENZYL CHLOROFORMATE
UN1740	HYDROGENDIFLUORIDES, SOLID, N.O.S.
UN1742	BORON TRIFLUORIDE ACETIC ACID COMPLEX, LIQUID
UN1743	BORON TRIFLUORIDE PROPIONIC ACID COMPLEX, LIQUID
UN1744	BROMINE;
UN1747	BUTYLTRICHLOROSILANE
UN1753	CHLOROPHENYLTRICHLOROSILANE
UN1754	CHLOROSULFONIC ACID (with or without sulfur trioxide);
UN1755	CHROMIC ACID SOLUTION
UN1756	CHROMIC FLUORIDE, SOLID
UN1757	CHROMIC FLUORIDE SOLUTION
UN1758	CHROMIUM OXYCHLORIDE
UN1759	CORROSIVE SOLID, N.O.S.
UN1760	CORROSIVE LIQUID, N.O.S.
UN1761	CUPRIETHYLENEDIAMINE SOLUTION
UN1762	CYCLOHEXENYLTRICHLOROSILANE
UN1763	CYCLOHEXYLTRICHLOROSILANE
UN1764	DICHLOROACETIC ACID
UN1765	DICHLOROACETYL CHLORIDE
UN1766	DICHLOROPHENYLTRICHLOROSILANE

UN1767	DIETHYLDICHLOROSILANE
UN1768	DIFLUOROPHOSPHORIC ACID, ANHYDROUS
UN1769	DIPHENYLDICHLOROSILANE
UN1770	DIPHENYLMETHYL BROMIDE
UN1771	DODECYLTRICHLOROSILANE
UN1773	FERRIC CHLORIDE, ANHYDROUS
UN1774	FIRE EXTINGUISHER CHARGES, corrosive liquid
UN1775	FLUOROBORIC ACID
UN1776	FLUOROPHOSPHORIC ACID, ANHYDROUS
UN1777	FLUOROSULFONIC ACID;
UN1778	FLUOROSILICIC ACID
UN1779	FORMIC ACID with more than 85% acid by mass
UN1780	FUMARYL CHLORIDE
UN1781	HEXADECYLTRICHLOROSILANE
UN1782	HEXAFLUOROPHOSPHORIC ACID
UN1783	HEXAMETHYLENEDIAMINE SOLUTION
UN1784	HEXYLTRICHLOROSILANE
UN1786	HYDROFLUORIC ACID AND SULFURIC ACID MIXTURE;
UN1787	HYDRIODIC ACID
UN1788	HYDROBROMIC ACID
UN1789	HYDROCHLORIC ACID
UN1790	HYDROFLUORIC ACID, with not more than 60% hydrogen fluoride; HYDROFLUORIC ACID, with more than 60% hydrogen fluoride
UN1791	HYPOCHLORITE SOLUTION with more than 7% available chlorine
UN1792	IODINE MONOCHLORIDE, SOLID
UN1793	ISOPROPYL ACID PHOSPHATE
UN1794	LEAD SULFATE with more than 3% free acid;
UN1796	NITRATING ACID MIXTURE with not more than 50% nitric acid; NITRATING ACID MIXTURE with more than 50% nitric acid
UN1798	NITROHYDROCHLORIC ACID
UN1799	NONYLTRICHLOROSILANE
UN1800	OCTADECYLTRICHLOROSILANE
UN1801	OCTYLTRICHLOROSILANE
UN1802	PERCHLORIC ACID with not more than 50% acid, by mass
UN1803	PHENOLSULFONIC ACID, LIQUID;
UN1804	PHENYLTRICHLOROSILANE
UN1805	PHOSPHORIC ACID SOLUTION
UN1806	PHOSPHORUS PENTACHLORIDE
UN1807	PHOSPHORUS PENTOXIDE
UN1808	PHOSPHORUS TRIBROMIDE
UN1811	POTASSIUM HYDROGEN DIFLUORIDE, SOLID
UN1813	POTASSIUM HYDROXIDE, SOLID
UN1814	POTASSIUM HYDROXIDE SOLUTION
UN1816	PROPYLTRICHLOROSILANE
UN1817	PYROSULFURYL CHLORIDE;
UN1818	SILICON TETRACHLORIDE

UN1819	SODIUM ALUMINATE SOLUTION
UN1823	SODIUM HYDROXIDE, SOLID
UN1824	SODIUM HYDROXIDE SOLUTION
UN1825	SODIUM MONOXIDE
UN1826	NITRATING ACID MIXTURE, SPENT, with not more than 50% nitric acid; NITRATING ACID MIXTURE, SPENT, with more than 50% nitric acid
UN1827	STANNIC CHLORIDE, ANHYDROUS
UN1828	SULFUR CHLORIDES;
UN1829	SULFUR TRIOXIDE, STABILIZED;
UN1830	SULFURIC ACID with more than 51% acid;
UN1831	SULFURIC ACID, FUMING;
UN1832	SULFURIC ACID, SPENT;
UN1833	SULFUROUS ACID;
UN1835	TETRAMETHYLAMMONIUM HYDROXIDE SOLUTION
UN1836	THIONYL CHLORIDE
UN1837	THIOPHOSPHORYL CHLORIDE
UN1839	TRICHLOROACETIC ACID
UN1840	ZINC CHLORIDE SOLUTION
UN1847	POTASSIUM SULFIDE, HYDRATED with not less than 30% water of crystallization;
UN1848	PROPIONIC ACID with not less than 10% and less than 90% acid by mass
UN1849	SODIUM SULFIDE, HYDRATED with not less than 30% water;
UN1898	ACETYL IODIDE
UN1902	DIISOCTYL ACID PHOSPHATE
UN1903	DISINFECTANT, LIQUID, CORROSIVE, N.O.S.
UN1905	SELENIC ACID
UN1906	SLUDGE ACID
UN1907	SODA LIME with more than 4% sodium hydroxide
UN1908	CHLORITE SOLUTION
UN1910	CALCIUM OXIDE, regulated only when transported by aircraft
UN1938	BROMOACETIC ACID SOLUTION
UN1939	PHOSPHORUS OXYBROMIDE
UN1940	THIOGLYCOLIC ACID
UN2028	BOMBS, SMOKE, NON-EXPLOSIVE with corrosive liquid, without initiating device
UN2029	HYDRAZINE, ANHYDROUS
UN2030	HYDRAZINE, AQUEOUS SOLUTION with more than 37% hydrazine, by mass
UN2031	NITRIC ACID, other than red fuming, with more than 70% nitric acid; NITRIC ACID, other than red fuming, with at least 65%, but not more than 70% nitric acid; NITRIC ACID, other than red fuming, with less than 65% nitric acid
UN2032	NITRIC ACID, RED FUMING
UN2033	POTASSIUM MONOXIDE
UN2051	2-DIMETHYLAMINOETHANOL
UN2054	MORPHOLINE
UN2079	DIETHYLENETRIAMINE
UN2209	FORMALDEHYDE SOLUTION with not less than 25% formaldehyde
UN2214	PHTHALIC ANHYDRIDE with more than 0.05% of maleic anhydride
UN2215	MALEIC ANHYDRIDE; MALEIC ANHYDRIDE, MOLTEN

UN2218	ACRYLIC ACID, STABILIZED
UN2225	BENZENESULFONYL CHLORIDE;
UN2226	BENZOTRICHLORIDE
UN2240	CHROMOSULFURIC ACID;
UN2248	DI-n-BUTYLAMINE
UN2258	1,2-PROPYLENEDIAMINE
UN2259	TRIETHYLENETETRAMINE
UN2262	DIMETHYLCARBAMOYL CHLORIDE
UN2264	DIMETHYLCYCLOHEXYLAMINE
UN2269	3,3'-IMINODIPROPYLAMINE
UN2280	HEXAMETHYLENEDIAMINE, SOLID
UN2289	ISOPHORONEDIAMINE
UN2305	NITROBENZENESULFONIC ACID;
UN2308	NITROSYLSULFURIC ACID, LIQUID;
UN2320	TETRAETHYLENEPENTAMINE
UN2326	TRIMETHYLCYCLOHEXYLAMINE
UN2327	TRIMETHYLHEXAMETHYLENEDIAMINES
UN2331	ZINC CHLORIDE, ANHYDROUS
UN2357	CYCLOHEXYLAMINE
UN2401	PIPERIDINE
UN2430	ALKYLPHENOLS, SOLID, N.O.S. (including C2-C12 homologues)
UN2434	DIBENZYL DICHLOROSILANE
UN2435	ETHYLPHENYL DICHLOROSILANE
UN2437	METHYLPHENYL DICHLOROSILANE
UN2439	SODIUM HYDROGEN DIFLUORIDE
UN2440	STANNIC CHLORIDE PENTAHYDRATE
UN2442	TRICHLOROACETYL CHLORIDE
UN2443	VANADIUM OXYTRICHLORIDE
UN2444	VANADIUM TETRACHLORIDE
UN2475	VANADIUM TRICHLORIDE
UN2491	ETHANOLAMINE;
UN2496	PROPIONIC ANHYDRIDE
UN2502	VALERYL CHLORIDE
UN2503	ZIRCONIUM TETRACHLORIDE
UN2506	AMMONIUM HYDROGEN SULFATE;
UN2507	CHLOROPLATINIC ACID, SOLID
UN2508	MOLYBDENUM PENTACHLORIDE
UN2509	POTASSIUM HYDROGEN SULFATE;
UN2511	2-CHLOROPROPIONIC ACID
UN2513	BROMOACETYL BROMIDE
UN2531	METHACRYLIC ACID, STABILIZED
UN2564	TRICHLOROACETIC ACID SOLUTION
UN2565	DICYCLOHEXYLAMINE
UN2571	ALKYLSULFURIC ACIDS;
UN2576	PHOSPHORUS OXYBROMIDE, MOLTEN

UN2577	PHENYLACETYL CHLORIDE
UN2578	PHOSPHORUS TRIOXIDE
UN2579	PIPERAZINE
UN2580	ALUMINUM BROMIDE SOLUTION
UN2581	ALUMINUM CHLORIDE SOLUTION
UN2582	FERRIC CHLORIDE SOLUTION
UN2583	ALKYLSULFONIC ACIDS, SOLID with more than 5% free sulfuric acid;
UN2584	ALKYLSULFONIC ACIDS, LIQUID with more than 5% free sulfuric acid;
UN2585	ALKYLSULFONIC ACIDS, SOLID with not more than 5% free sulfuric acid;
UN2586	ALKYLSULFONIC ACIDS, LIQUID with not more than 5% free sulfuric acid;
UN2604	BORON TRIFLUORIDE DIETHYL ETHERATE
UN2619	BENZYL DIMETHYLAMINE
UN2670	CYANURIC CHLORIDE
UN2672	AMMONIA SOLUTION, relative density between 0.880 and 0.957 at 15°C in water, with more than 10% but not more than 35% ammonia
UN2677	RUBIDIUM HYDROXIDE SOLUTION
UN2678	RUBIDIUM HYDROXIDE
UN2679	LITHIUM HYDROXIDE SOLUTION
UN2680	LITHIUM HYDROXIDE
UN2681	CAESIUM HYDROXIDE SOLUTION
UN2682	CAESIUM HYDROXIDE
UN2683	AMMONIUM SULFIDE SOLUTION;
UN2685	N,N-DIETHYLETHYLENEDIAMINE
UN2686	2-DIETHYLAMINOETHANOL
UN2691	PHOSPHORUS PENTABROMIDE
UN2692	BORON TRIBROMIDE
UN2693	BISULFITES, AQUEOUS SOLUTION, N.O.S.;
UN2698	TETRAHYDROPHTHALIC ANHYDRIDES with more than 0.05% of maleic anhydride
UN2699	TRIFLUOROACETIC ACID
UN2705	1-PENTOL
UN2734	AMINES, LIQUID, CORROSIVE, FLAMMABLE, N.O.S.; or
UN2735	AMINES, LIQUID, CORROSIVE, N.O.S.; or POLYAMINES, LIQUID, CORROSIVE, N.O.S.
UN2739	BUTYRIC ANHYDRIDE
UN2751	DIETHYLTHIOPHOSPHORYL CHLORIDE
UN2789	ACETIC ACID, GLACIAL;
UN2790	ACETIC ACID SOLUTION, not less than 50% but not more than 80% acid, by mass; ACETIC ACID SOLUTION, more than 10% and less than 50% acid, by mass
UN2794	BATTERIES, WET, FILLED WITH ACID, electric storage
UN2795	BATTERIES, WET, FILLED WITH ALKALI, electric storage
UN2796	BATTERY FLUID, ACID;
UN2797	BATTERY FLUID, ALKALI
UN2798	PHENYLPHOSPHORUS DICHLORIDE
UN2799	PHENYLPHOSPHORUS THIODICHLORIDE
UN2800	BATTERIES, WET, NON-SPILLABLE, electric storage
UN2801	DYE INTERMEDIATE, LIQUID, CORROSIVE, N.O.S.; or DYE, LIQUID, CORROSIVE, N.O.S.

UN2802	COPPER CHLORIDE
UN2803	GALLIUM
UN2809	MERCURY
UN2812	SODIUM ALUMINATE, SOLID, regulated only when transported by aircraft
UN2815	N-AMINOETHYLPIPERAZINE
UN2817	AMMONIUM HYDROGENDIFLUORIDE SOLUTION
UN2818	AMMONIUM POLYSULFIDE SOLUTION; or
UN2819	AMYL ACID PHOSPHATE
UN2820	BUTYRIC ACID
UN2823	CROTONIC ACID, SOLID
UN2826	ETHYL CHLOROTHIOFORMATE
UN2829	CAPROIC ACID
UN2834	PHOSPHOROUS ACID
UN2837	BISULFATES, AQUEOUS SOLUTION; BISULPHATES, AQUEOUS SOLUTION
UN2851	BORON TRIFLUORIDE DIHYDRATE
UN2865	HYDROXYLAMINE SULFATE;
UN2869	TITANIUM TRICHLORIDE MIXTURE
UN2879	SELENIUM OXYCHLORIDE
UN2904	CHLOROPHENOLATES, LIQUID;
UN2905	CHLOROPHENOLATES, SOLID;
UN2920	CORROSIVE LIQUID, FLAMMABLE, N.O.S.
UN2921	CORROSIVE SOLID, FLAMMABLE, N.O.S.
UN2922	CORROSIVE LIQUID, TOXIC, N.O.S.
UN2923	CORROSIVE SOLID, TOXIC, N.O.S.
UN2949	SODIUM HYDROSULFIDE, HYDRATED with not less than 25% water of crystallization;
UN2967	SULFAMIC ACID;
UN2986	CHLOROSILANES, CORROSIVE, FLAMMABLE, N.O.S.
UN2987	CHLOROSILANES, CORROSIVE, N.O.S.
UN3028	BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, electric storage
UN3055	2-(2-AMINOETHOXY)ETHANOL
UN3066	PAINT (including paint, lacquer, enamel, stain, shellac, varnish, polish, liquid filler and liquid lacquer base) with not more than 20% nitrocellulose, by mass, if the nitrogen content of the nitrocellulose is not more than 12.6%, by mass; PAINT RELATED MATERIAL (including paint thinning or reducing compound) with not more than 20% nitrocellulose, by mass, if the nitrogen content of the nitrocellulose is not more than 12.6%, by mass
UN3084	CORROSIVE SOLID, OXIDIZING, N.O.S.
UN3093	CORROSIVE LIQUID, OXIDIZING, N.O.S.
UN3094	CORROSIVE LIQUID, WATER-REACTIVE, N.O.S.
UN3095	CORROSIVE SOLID, SELF-HEATING, N.O.S.
UN3096	CORROSIVE SOLID, WATER-REACTIVE, N.O.S.
UN3145	ALKYLPHENOLS, LIQUID, N.O.S. (including C2-C12 homologues)
UN3147	DYE INTERMEDIATE, SOLID, CORROSIVE, N.O.S.; or DYE, SOLID, CORROSIVE, N.O.S.
UN3244	SOLIDS CONTAINING CORROSIVE LIQUID, N.O.S.
UN3253	DISODIUM TRIOXOSILICATE
UN3259	AMINES, SOLID, CORROSIVE, N.O.S.; or POLYAMINES, SOLID, CORROSIVE, N.O.S.
UN3260	CORROSIVE SOLID, ACIDIC, INORGANIC, N.O.S.

UN3261	CORROSIVE SOLID, ACIDIC, ORGANIC, N.O.S.
UN3262	CORROSIVE SOLID, BASIC, INORGANIC, N.O.S.
UN3263	CORROSIVE SOLID, BASIC, ORGANIC, N.O.S.
UN3264	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.
UN3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.
UN3266	CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S.
UN3267	CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S.
UN3301	CORROSIVE LIQUID, SELF-HEATING, N.O.S.
UN3320	SODIUM BOROHYDRIDE AND SODIUM HYDROXIDE SOLUTION, with not more than 12% sodium borohydride and not more than 40% sodium hydroxide, by mass
UN3412	FORMIC ACID with not less than 10% but not more than 85% acid by mass; FORMIC ACID with not less than 5% but not more than 10% acid by mass
UN3419	BORON TRIFLUORIDE ACETIC ACID COMPLEX, SOLID
UN3420	BORON TRIFLUORIDE PROPIONIC ACID COMPLEX, SOLID
UN3421	POTASSIUM HYDROGEN DIFLUORIDE SOLUTION
UN3423	TETRAMETHYLAMMONIUM HYDROXIDE, SOLID
UN3425	BROMOACETIC ACID, SOLID
UN3453	PHOSPHORIC ACID, SOLID
UN3456	NITROSYLSULFURIC ACID, SOLID;
UN3463	PROPIONIC ACID, with not less than 90% acid by mass
UN3470	PAINT, CORROSIVE, FLAMMABLE (including paint, lacquer, enamel, stain, shellac, varnish, polish, liquid filler and liquid lacquer base), with not more than 20% nitrocellulose, by mass, if the nitrogen content of the nitrocellulose is not more than 12.6%, by mass;
UN3471	HYDROGENDIFLUORIDES SOLUTION, N.O.S.
UN3472	CROTONIC ACID, LIQUID
UN3477	FUEL CELL CARTRIDGES, containing corrosive substances; FUEL CELL CARTRIDGES CONTAINED IN Equipment, containing corrosive substances; or
UN3484	HYDRAZINE AQUEOUS SOLUTION, FLAMMABLE, with more than 37% hydrazine by mass
UN3495	IODINE
UN3498	IODINE MONOCHLORIDE, LIQUID
UN3506	MERCURY CONTAINED IN MANUFACTURED ARTICLES

RESULTANT CONTRACT CLAUSES

APPENDIX C NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Transport and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date