

Solicitation No.
T8080-210419

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

RETURN BIDS TO: RETOURNER LES SOUMISSIONS:

epost Connect

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
February 14 2022

Time Zone - Fuseau Horaire :
EST

Title - Sujet Development of minimum design requirements on a flexible fabric tank standard for the aerial transport of fuels	
Solicitation No. N° de l'invitation T8080-210419	Date of Solicitation Date de l'invitation December 31, 2021
Address enquiries to: - Adresser toute demande de renseignements à : Natasha Blackstein Telephone No. - N° de telephone E-Mail Address - Courriel 343-550-2321 Natasha.blackstein@tc.gc.ca	
Destination See herein - Voir aux présentes	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required OR requested Livraison exigée OR demandée See herein - Voir aux présentes OR [Insert date] - [Insérer la date]	Delivery offered Livraison proposée Not applicable - Sans objet
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

1.2 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.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. "

1.4 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Transport Canada via epost Connect by the date, time and place indicated in the bid solicitation at natasha.blackstein@tc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect

2.2.1 epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Transport Canada is: natasha.blackstein@tc.gc.ca , or, if applicable, the email address identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to natasha.blackstein@tc.gc.ca , using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to natasha.blackstein@tc.gc.ca requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified email in the bid solicitation, an officer of Transport Canada will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. Transport Canada will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or Transport Canada. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for Transport Canada when initiating a conversation in epost Connect or communicating with Transport Canada and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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: 2019-01](#) 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section Part 2 – Bidder Instructions 2.3 epost Connect. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “X” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.3 SACC Manual Clauses

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 will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Please note where in the bid each criterion is addressed.

For all Project/Work descriptions used to demonstrate experience, the Bidder must provide Project Summaries containing the following information:

- a. Name of the client(s) / employer(s);
- b. The start and end dates of the project / work;
- c. Objective of the project;
- d. Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and,
- e. Client / employer reference that can attest to the proposed resource's experience

References may be contacted to validate the information provided in the bidder's proposal.

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 A timeframe is July 2019 to December 2019; Project B timeframe is October 2019 to January 2020; the total months of cumulative experience for these two project references is seven (7) months.

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference to Proposal
MT1	<p>The Bidder must submit a <u>Preliminary Work Plan</u>, referencing specific sections of Annex A - Statement of Work, which must include the following components:</p> <p>A Summary of Understanding of no more than four (4) pages, addressing:</p> <ol style="list-style-type: none"> 1. Transportation logistics and handling dangerous goods in the study area of aerial transport. 2. Standards for testing plastics, and standards for testing containers used to transport dangerous goods; 3. Scope of Work (Annex A Section 3.3); 		

MT2	<p>The Bidder must submit at least two (2) Project Summaries that demonstrate the proposed resource has, at minimum three (3) years of cumulative Project / Work Experience within the period from April 1, 2016 to date of bid closing working in:</p> <ul style="list-style-type: none"> a. The field of scientific research or engineering. b. Experience in technical or engineering report writing. c. Experience in consultation regarding technical or engineering topics. 		
MT3	<p>The Bidder must propose a project team and each team member's role in carrying out the work.</p> <p>The bidder must include resumes for each team member in their bid submission.</p>		
MT4	<p>The Bidder must demonstrate that at least one proposed team member has a degree from a recognized university in Engineering or Applied Science.</p> <p>**A copy of the degree must be included in the bidder's proposal .</p>		

4.1.1.2 Point Rated Technical Criteria

Each point rated technical criterion should be addressed separately. Please note where in the bid each criterion is addressed. However, the Bidder may use the same references provided in the Mandatory Technical Criteria.

Criterion	Point rated Technical Criteria	Maximum Points Available	Cross Reference in Proposal
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<p>RT1</p>	<p>The Bidder should demonstrate using the Preliminary Work Plan submitted in MT1 that they have a complete and detailed understanding of the Requirements and how to achieve them and a high probability of successfully completing the contract by including the following components: A Summary of Understanding of no more than four (4) pages, addressing:</p> <ol style="list-style-type: none"> 1. The Approach or Methodology proposed for completing the work; 2. A Quality Assurance or Quality Control plan for ensuring researched sources are accurate and relevant; 3. A Gantt chart displaying a work breakdown structure which includes dates, activities and milestones; 4. A resource plan summarizing of all types of resources required to complete project task; 5. Anticipated risks of the project that can lead to incomplete or delayed work as per the original schedule; 6. Contingency plan to minimize the risks of the project; 7. Any criteria that may result in suspension of work and the requirements to resume work. <p>Point allocation: Three (3) points will be awarded for each bullet point addressed, up to a maximum total of 21 points.</p>	<p>21 Points</p>	
<p>RT2</p>	<p>The Bidder should demonstrate using project summaries that the proposed project team has experience reviewing various types of documents for the purpose of conducting analysis related to technology scans, technical papers, and/or technical literature reviews.</p> <p>A maximum of four (4) Project Summaries will be evaluated, on projects within the period from April 1, 2016 to date of Bid Closing. Additional Project Summaries will not be reviewed.</p> <p>Point allocation: Five (5) points for each Project Summary that demonstrates the experience up to a maximum total of 20 points.</p>	<p>20 Points</p>	
<p>RT3</p>	<p>The Bidder should demonstrate using project summaries that the proposed project team has experience in consultation regarding technical/engineering topics.</p> <p>A maximum of two (2) Project Summaries will be evaluated, on projects within the period from April 1, 2016 to date of Bid Closing. Additional Project Summaries will not be reviewed.</p> <p>Point allocation: Five (5) points for each Project Summary that demonstrates the experience up to a maximum total of 10 points.</p>	<p>10 Points</p>	

<p>RT4</p>	<p>The Bidder shall demonstrate using project summaries that the proposed project team has experience in one or more of the following areas:</p> <ul style="list-style-type: none"> a. Transportation of diesel fuel (UN1202), aviation fuel (UN1863) or gasoline (UN1203) b. Transportation of dangerous goods by aircraft c. Transportation of dangerous goods to remote locations <p>A maximum of three (3) Project Summaries will be evaluated, on projects within the period from April 1, 2016 to date of Bid Closing. Additional Project Summaries will not be reviewed.</p> <p>Point allocation: For each of the following bulleted items above, up to four (4) points will be allocated for each Project Summary that demonstrates the experience based on years of experience up to a maximum of 12 points:</p> <p>0 points = Less than 1 year of experience 3 points = 1 to 2 years of experience (inclusive) 4 points = More than 2 years of experience</p>	<p>12 Points</p>	
<p>RT5</p>	<p>The Bidder shall demonstrate using project summaries that the proposed project team has experience in one or more of the following areas:</p> <ul style="list-style-type: none"> a. Design, manufacture, or performance testing of Flexible Fabric Tanks b. Transportation of Flexible Fabric Tanks while containing product <p>A maximum of two (2) Project Summaries will be evaluated, on projects within the period from April 1, 2016 to date of Bid Closing. Additional Project Summaries will not be reviewed.</p> <p>Point allocation: For each of the following bulleted items above, up to seven (7) points will be allocated for each Project Summary that demonstrates the experience based on years of experience up to a maximum of 14 points:</p> <p>0 points = Less than 1 year of experience 5 points = 1 to 2 years of experience (inclusive) 7 points = More than 2 years of experience</p>	<p>14 Points</p>	
<p style="text-align: right;">Point Rated Technical Score = / 77</p>			

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

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

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.16	73.14	77.70
Overall Rating		1st	3rd	2nd

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 certifications 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.3 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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.

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to February 28th, 2023 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Transport Canada
Address: 275 Sparks Street
Ottawa, ON K1A 0N5
Telephone: (343) 550-2321
E-mail address: natasha.blackstein@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: **[to be provided upon contract award]**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ _____. Customs duties are included, and Applicable Taxes are extra.

6.7.2 Limitation of Price

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.

6.7.3 Method of Payment (Milestone)

For the Work described in the Statement of Work in Annex A, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and Appendix B-Basis of Payment.

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. description of the Work delivered
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment;

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, COVID-19 Mandatory Contractor Vaccination Certification Form

- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Insurance

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 for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

1. TITLE

Development of minimum design requirements on a flexible fabric tank standard for the aerial transport of fuels

2. OBJECTIVE

Transport Canada (TC) wishes to gain a deeper understanding of eleven (11) identified physical properties and performance requirements of flexible fabric tanks (FFT). These performance requirements are to be studied and assessed according to the FFTs use case of carrying dangerous goods in aerial transport, either on board or underslung aircraft such as helicopters.

Results of this performance requirements review will be used as guidance towards developing minimum design criteria for FFTs.

3 BACKGROUND AND SCOPE

3.1 CURRENT APPLICATION OF FLEXIBLE FUEL TANKS

A flexible fabric tank is a large, flexible container used to transport liquids. When the tank is filled to its maximum capacity, it takes the form of a large pillow. FFTs are made specific to the aircraft that is transporting it, allowing various tanks to carry anywhere from 400 to 9400 litres of liquid. FFTs are sometimes referred to as pillow tanks, bladder tanks, and bulk aviation transport tanks.

Cargo weight and volume are critical factors in air transport. For transporting liquid commodities to and from remote locations in Canada that can only be reached by air, FFTs are ideal as the tanks weigh less than metal tanks of equivalent capacity. Also, when emptied and folded up, these FFTs take up a fraction of their deployable volume.

FFTs are currently in use across North America, South America, Asia, Africa and Europe.

3.2 EXISTING REGULATIONS AND STANDARDS

Part 12 of the Transportation of Dangerous Goods (TDG) Regulations (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-286/>) does not allow FFTs for air transport of dangerous goods in Canada. However, equivalency certificates have been granted to authorize some FFTs to transport dangerous goods under certain conditions including, but not limited to:

- FFTs are used to transport to and/or from locations where other transport options are not readily accessible, available or practical;
- FFTs are only approved to transport the following dangerous goods: diesel fuel (UN1202, Packing Group III), aviation fuel (UN1863, Packing Group III) and gasoline (UN1203, Packing Group II). The design of the tank itself will determine which dangerous goods it is authorized to carry.

In the United States, the Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Aviation Administration (FAA) also have approved the use of FFTs for air transport of fuels under special permits such as SP15882 (<https://cms7.phmsa.dot.gov/approvals-and-permits/hazmat/file-serve/offer/SP15882.pdf/2020034230/SP15882>).

Transport Canada's TDG Directorate is supporting the development of a new standard with the Canadian Standards Association (CSA) to establish technical requirements for the construction, use, and maintenance of FFTs for the transportation of dangerous goods. The new standard will remove the need to issue separate equivalency certificates for each flexible fuel tank.

Many sections of the standard CSA B837 (<https://www.csagroup.org/store/product/CAN%25100CSA-B837-14/>) were used as a reference for the development of the new standard. CSA B837 specifies technical requirements for the design, construction, testing, inspection, and performance of relocatable above-ground collapsible fabric storage tanks (bladders) for the storage of petroleum products and some allied petroleum products. CSA B837 applies to bladders that are shop-fabricated from reinforced coated fabrics, having a nominal capacity not greater than 125 000 litres, for installation in a fixed location. Of note however is that the bladders covered by CSA B837 are not intended for the transportation of products nor are they intended to be transported while containing products.

3.3 SCOPE: REVIEW OF NEW FLEXIBLE FUEL TANK STANDARD PERFORMANCE REQUIREMENTS

FFT's that carry dangerous goods should be made up of materials that exhibit good resistance to physical and chemical degradation, such as high-resistance polyvinyl chloride (PVC). These tanks are strapped to aircraft either on board or underslung where they are exposed to the environment during each flight. They are expected to be in service for many years without any cuts, tears, rips, delamination, or other damage that will affect its ability to contain the commodity.

To ensure manufactured flexible fuel tanks are suitable for transporting dangerous goods while withstanding its service environment, minimum design criteria would need to be established. The minimum design criteria should be performance-based to allow flexibility and acceptance of multiple tank designs. The CSA Technical Committee is currently considering eleven requirements listed in Table 1 as some of the performance requirements the tanks and/or their constructed materials will have to meet. For each performance requirement, a test reference and additional test requirements have also been specified. Transport Canada wishes to gain an understanding of these performance requirements, and is looking for a Contractor to undertake a literature review of each of the requirements and provide a deeper understanding of the requirement, the test reference, additional test requirements, and assess if the requirement will be sufficient for the application of FFTs transporting diesel fuel (UN1202, Packing Group III), aviation fuel (UN1863, Packing Group III) and gasoline (UN1203, Packing Group II).

Table 1: Performance Requirements for the Fabric Tank

Performance Requirement	Test Reference	Additional Test Requirements
R1 - Tensile Strength	ASTM D751-19, Section 16	Procedure B - Cut Strip Test Method
R2 - Elongation	ASTM D751-19, Section 17	-
R3 - Adhesion	ASTM D751-19, Section 50-53	-
R4 - Tearing Strength	ASTM D751-19, Section 33-36	Procedure B - Tongue Tear Method
R5 - Puncture Resistance	ASTM D4833/D4833M-07	-
R6 - Bursting Strength	ASTM D751-19 Section 19-22	Procedure A – Ball Burst Method
R7 - Low Temperature Bend Test	ASTM D2136-19	Test temperature of -46°C
R8 - Accelerated Heat Aging	ASTM D751 Section 77-84	60 days at 80°C followed by 21 hours recovery at 21 °C.
R9 - Immersion	ASTM D543-20	Immerse 30 days in expected liquid products
R10 - Abrasion	ASTM D3884-09	Record number of cycles until first yarn

		scrim exposure, h22 wheel, 1000 g load
R11 - Vapour Transmission	ASTM D814-95	Test with expected liquid products

4 TASKS

4.1 KICK-OFF AND UPDATE MEETINGS

Upon award of the contract, the Contractor must schedule a kick-off meeting with Transport Canada within two (2) weeks. An initial kick-off meeting will be held with the TC Project Authority in attendance to clarify the tasks that will be performed and ensure a common understanding of the project. Expectations will also be laid out regarding objectives, scope, appropriate levels of detail, and other requirements for the project. The Contractor will also have a chance to explain their provisional approach and methodology to the work.

A communications plan and schedule for reoccurring update meetings, not more than one month apart, will also be developed during the kick-off meeting. The update meetings are to inform TC on the progress of the project as well as bring up any identified risks to the project. As well, during the meeting additional discussion may occur regarding the performance requirements and any information that was not included in the preliminary report (see section 4.3 below).

4.2 DETAILED WORK PLAN

Following the kick-off meeting, the Contractor will submit a detailed work plan based on the preliminary work plan submitted as part of the bid submission that includes project objectives, a description of the approach along with the proposed process and outcomes, the allocation of roles and responsibilities and any logistical preparation deemed necessary. The work plan will include a detailed methodology and potential information sources that will ensure project objectives are met, identify expected timelines, and describe mitigation strategies for potential risks. This is to be submitted to the Project Authority for review, feedback and approval within five (5) business days of the kick-off meeting to allow for a thorough review.

4.3 PRELIMINARY REPORTS

The Contractor will also submit three (3) preliminary reports during the course of the project, covering all eleven (11) performance requirements as referenced in Table 1: Tensile Strength, Elongation, Adhesion, Tearing Strength, Puncture Resistance, Bursting Strength, Low Temperature Bend Test, Accelerated Heat Aging, Immersion, Abrasion, and Vapour Transmission. The requirements have been listed alongside a number for easy reference when discussing the project. The reports for each performance requirement should provide a summary that describes key details on:

- a. what the requirement is;
- b. the test setup and intended tests for testing the requirement;
- c. assessment of theoretical material test values provided by TC to be sufficient as the minimum design criteria for FFTs transporting diesel fuel (UN1202, Packing Group III), aviation fuel (UN1863, Packing Group III) and gasoline (UN1203, Packing Group II) by air mode; and
- d. gaps in the test regarding the particular use case/service environment of the tank being carried by helicopter (on board or underslung) to remote locations.

The first preliminary report will cover three (3) of the eleven (11) listed performance requirements, with the second and third preliminary report each covering four (4) different performance requirements. The report will also include a list of references for information that are presented. The content in the preliminary reports is to be included in the final report.

4.4 DRAFT FINAL REPORT AND FINAL REPORT

Near the end of the project, the Contractor will submit a draft final report that includes all of the information in the preliminary reports into one report, as well as the key findings, observations, conclusions and recommendations resulting from this work. The Draft Final Report will undergo a review process by Transport Canada, up to a maximum of two (2) weeks, before being handed back for the Contractor to address all comments within two (2) weeks.

The Final Report will then be submitted to Transport Canada and be reviewed to ensure all feedback has been addressed and meets the requirements for the work, which will be approved by the Project Authority.

4.5 PRESENTATION AND SUMMARY REPORT

The Contractor will attend a virtual meeting to present their final work. The 30 minute presentation will provide an overview of the work completed, including the final outcomes and any potential recommendations discussed in the final report. The Contractor will also provide Transport Canada with an electronic copy of the presentation.

4.6 PROJECT CLOSEOUT MEETING

At project closeout, a final meeting will take place between the Contractor and Project Authority to wrap up all items and close the project.

5 DELIVERABLES

5.1 DELIVERABLE TIMELINES

Due dates listed below are tentative and will be agreed upon at the kick-off meeting.

No.	Deliverable	Content	Format	Due Date
5.1.1	Detailed Work Plan	Document listing tasks, deliverables, resource assignment, schedule, risk mitigation, the methodology and potential information sources for completing the work.	MS Word	1 week after project start
5.1.2	Preliminary Report 1	A report for three (3) of the eleven (11) performance requirements	MS Word	7 weeks after project start
5.1.3	Preliminary Report 2	A report for four (4) of the eleven (11) performance requirements not covered in 5.1.2	MS Word	15 weeks after project start
5.1.4	Preliminary Report 3	A report for four (4) of the eleven (11) performance requirements not covered in 5.1.2 and 5.1.3.	MS Word	23 weeks after project start
5.1.5	Draft Final Report	Report including all eleven (11) performance requirements, outlining the key observations, findings, conclusions and recommendations.	MS Word	25 weeks after project start
5.1.6	Final Report	Report including all eleven (11) performance requirements, outlining the key observations, findings, conclusions and recommendations. Report incorporates feedback and addresses comments from the Project Authority.	MS Word and PDF	29 weeks after project start
5.1.7	Presentation	30 minute presentation covering an overview of the work completed, including the final outcomes and any potential recommendations discussed in	MS PowerPoint	29 weeks after project start

		the final report		
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5.2 REPORTING REQUIREMENTS

The contractor must provide all electronic copies of deliverables in Microsoft Word DOCX, Microsoft PowerPoint PPTX, or PDF format depending on the deliverable listed. The electronic copies will be sent either via email or alternatively by using Transport Canada's secure file transport site (<https://sfta-tfsa.tc.gc.ca/eng/login>).

The final report shall meet these general requirements:

- a. The final report will be professionally written and edited in English.
- b. The report shall be prepared in accordance with the TC Publication Standards and Guidelines for Contractors (TP 929), which will be shared with the contractor. Contractors are expected to be thoroughly familiar with TP 929. Reports are subject to review by TC for quality control and adherence to TP 929.
- c. SI (metric) units shall be used (unless special exception is warranted).
- d. The reports must, as a minimum, cover these sections:
 - Introduction: The introduction section will provide a project overview, context behind the report and a brief overview of the goals of the report. In other words, the “why” behind the work conducted as part of the report and “what” was actually completed.
 - Methods: A detailed methodology behind the work conducted as part of the milestone. The methodology should include the planning, experimental set-up (as applicable), and any other related background information required prior to the results section.
 - Analysis and Results: An overview of the analysis and results to show the completion of the required work of the milestone. The results section should be clear, concise, and simply demonstrate what was achieved. The use of tables and figures to present results is encouraged, where applicable.
 - Summary and Conclusions: The summary will discuss the results, provide insight into next steps.
- e. If there is proprietary information that cannot be released to the general public, two final reports may be necessary – one without proprietary information that is released to the general public and one that will remain confidential to the Government of Canada, with confidential information clearly noted as such.

6 OTHER TERMS AND CONDITIONS

6.1 LANGUAGE

The principal language of communication will be English.

6.2 TC OBLIGATIONS

6.2.1 TC will schedule and host monthly update meetings with the Contractor for the duration of the project.

6.2.2 TC will provide theoretical material test values for each performance requirement listed in Table 1.

6.2.3 TC will provide responses to emailed questions concerning the project within three (3) working days.

6.2.4. TC will provide a user account to Transport Canada's secure file transport site (<https://sfta-tfsa.tc.gc.ca/eng/login>) for the duration of the project to send electronic copies of deliverables.

6.3 CONTRACTOR'S OBLIGATION

The Contractor will be responsible for ensuring the work is adequately planned, organized, and carried out by experienced personnel; when required, arranging meetings necessary for the conduct of the work; and providing their own equipment, and administrative and logistical support.

In addition to the timely submission of all deliverables and fulfillment of obligations specified in the agreement, the Contractor must facilitate and maintain regular communication with TC and to immediately notify TC of any issues, problems, or areas of concern (e.g. delays) in relation to any work completed under the agreement, as they arise. Communication may include: phone calls, videoconferencing (via MS Teams), electronic mail, written and/or oral progress reports, and meetings.

The Contractor will be responsible for obtaining their own copy of the most recent versions of all relevant standards, articles, and research reports necessary for performing the work. TC will not be responsible for providing these documents for the contractor. Some key references that have been identified as relevant to perform the work are as follows:

- a. ASTM D751-19: Standard Test Methods for Coated Fabrics
- b. ASTM D4833/D4833M-07: Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
- c. ASTM D2136-19: Standard Test Method for Coated Fabrics — Low-Temperature Bend Test
- d. ASTM D543-20: Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
- e. ASTM D3884-09: Standard Guide for Abrasion Resistance of Textile Fabrics (Rotary Platform, Double-Head Method)
- f. ASTM D814-95: Standard Test Method for Rubber Property — Vapor Transmission of Volatile Liquids

6.4 CONFIDENTIALITY

The Contractor is responsible for ensuring information from all stakeholders is properly protected in terms of data processing and sensitive information and that confidential information is identified as such to the TC Project Authority.

6.5 LOCATION OF WORK, WORK SITE, AND DELIVERY POINT

The Contractor will complete the required work from their own work location. Unless specified otherwise, meetings will be held via the videoconferencing service MS Teams.

ANNEX "B"

BASIS OF PAYMENT

Milestone No.	Description or "Deliverable"	Firm Amount	Delivery Date
1	Preliminary Report 1 and Preliminary Report 2	\$ _____ (40% of fixed price)	15 weeks after project start
2	Draft Final Report	\$ _____ (40% of fixed price)	25 weeks after project start
3	Final Report and Presentation	\$ _____ (20% of fixed price)	29 weeks after project start
Total Cost for Evaluation Purposes (Sum of Milestone 1 to Milestone 3 (no Taxes))		\$ _____	
Applicable Taxes (insert the amount, as applicable)		\$ _____	
Total Cost (taxes included)		\$ _____	

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D"

COVID-19 Mandatory Contractor Vaccination Certification Form

Please complete the required information in the document hereunder.

I, _____, as the representative of _____, pursuant to Contract no. _____ with Transport Canada, warrant and certify that all personnel, including any subcontracted personnel, that _____ will provide on this Contract who access federal government workplaces within Canada will be:

- fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- subject to accommodation and mitigation measures as of November 15, 2021, that have been presented to and approved by Canada. This applies to personnel that are unable to be vaccinated due to a medical contraindication, religion, or other prohibited grounds of discrimination under the *Canadian Human Right Act*,

until such time that Canada indicates that the mandatory vaccination requirements of the Government of Canada are no longer in effect.

Alternatively, I warrant and certify that:

- no personnel, including subcontractors and their personnel, will require any access to federal government workplaces for the performance of this Contract. This includes temporary access, such as the access required for in-office delivery, installation or repair of goods, equipment or supplies.

I further certify that all personnel provided by (insert name of business/company) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada reserves the right to declare the Contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada may constitute a default under the Contract.

Title: _____

Telephone Number: _____

Email: _____

Signature: _____

Date: _____

Note: While Canada reserves the right to ask for additional information at a later date to verify the certifications, please **do not submit any personal information** pertaining to your resources or employees, including proofs of vaccination, the name of an affected personnel, or any specifics about an individual's medical contraindications, disability or religious grounds through this certification request.

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.