



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 indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

epost Connect

Title - Sujet HWY.3.A. - Evaluation of American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code (BPVC) Section XII requirements for the manufacture and continued service of highway tanks in Canada	
Solicitation No. N° de l'invitation T8080-210618	Date of Solicitation Date de l'invitation January 28, 2022
Address enquiries to: - Adresser toute demande de renseignements à : Natasha Blackstein	
Telephone No. - N° de telephone 343-550-2321	E-Mail Address - Courriel 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

Solicitation Closes - At - à : 2:00 PM - 14:00 On : March 11, 2022 Time Zone - Fuseau Horaire : [EST]
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FEDERAL COVID-19 MANDATORY CONTRACTOR VACCINATION CERTIFICATION FORM.....

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Transportation of Dangerous Goods Directorate (TDG), as part of the Safety and Security Group at Transport Canada (TC) serves as the major source of regulatory development, information, and guidance on dangerous goods transport in Canada. TDG requires information to determine if adopting ASME Section XII and National Board Inspection Code (NBIC) requirements in Canada, for highway tanks specifically, would provide an equivalent level of safety.

The objective of this project is to assess safety standards and safety requirements for highway tanks by:

- Comparing ASME Section XII and similar requirements in CSA B620 in terms of design and construction requirements; and
- Comparing NBIC requirements and similar requirements in CSA B620 in terms of non-construction requirements (e.g., repair, modification, periodic test and inspections).

Note: The comparison is not to include cryogenic portable tanks and ton tanks.

This project is designed to inform TDG on whether the acceptance of highway tanks in Canada designed, constructed and certified in accordance with ASME's BPVC Section XII, Rules for Construction and Continued Service of Transport Tanks ("ASME Section XII") and their qualification, requalification and maintenance in accordance with the NBIC, provides an equivalent level of safety to the current CSA B620 safety standard.

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

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.

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 by the date and time indicated in the bid solicitation.

Note: Bidders are to submit using epost Connect for bids closing in the National Capital Region (NCR,) the email address is: 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 10 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 (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

It is recommended that all electronic documents be submitted using PDF file format.

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 “C” 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

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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
MC1	The Bidder must submit a Preliminary Work Plan in accordance with Annex A-Statement of Work. The work plan must demonstrate that the bidder has: <ul style="list-style-type: none"> - A complete and detailed understanding of the requirements and how to achieve them - A timetable (e.g. Gantt chart) showing activities and milestones in compliance with Project Schedule section in SOW; - An outline of the final written report with proposed section headings. 		
MC2	The Bidder must demonstrate using project summaries (minimum 2) that the proposed resource as the team lead has at a minimum three (3) years cumulative experience (within the period from March 31, 2015 to		

	<p>date of Bid Closing) for each item below.</p> <ul style="list-style-type: none"> • Experience working with technical codes or standards. • Experience in technical or engineering report writing. • Experience in engineering consulting regarding technical/engineering topics. 		
MC3	<ul style="list-style-type: none"> • The Bidder must submit a CV, and copies of degrees as applicable, for each team member for the project. 		

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.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources			
RTC1	<p>The work plan submitted in MC1 as part of the bidder's proposal will be evaluated as follows; The Bidder should include,</p> <ol style="list-style-type: none"> The Approach/Methodology proposed for completing the work. A project timeline (e.g. Gantt chart) displaying work breakdown structure which includes dates, activities and milestones. A resource plan summarizing of all types of resources required to complete project task; Anticipated risks of the project, including those that may lead to incomplete or delayed deliverables as per the original schedule. Contingency plan to minimize the risks of the project. <p>Point allocation: 10 points will be allotted for each bullet point above up to a maximum of 50 points.</p>	50 Points	
RTC2	The Bidder should demonstrate using project summaries	40 Points	

	<p>(maximum 4) that the proposed resource(s) has experience (within the period from March 2015) reviewing various technical codes and standards for the purpose of:</p> <ul style="list-style-type: none"> • Verifying product compliance, or • Analysis and comparison between codes or standards, or • Analysis related to technology scans, or • Development of codes or standards. <p>Point allocation: 0 points = no project summaries 10 points = one (1) project summary 20 points = two (2) project summaries 30 points = three (3) project summaries 40 points = four (4) project summaries</p>		
RTC3	<p>The Bidder should demonstrate using project summaries (maximum 2) that the proposed resource(s) has experience (within the period from March 15, 2015) in engineering consulting regarding technical/engineering topics.</p> <p>Point allocation: 0 points = no project summaries 10 points = one (1) project summary 20 points = two (2) project summaries</p>	20 Points	
RTC4	<p>The Bidder should demonstrate using project summaries that the proposed resource(s) has experience in the following elements:</p> <ul style="list-style-type: none"> • Regulation of highway tanks. • Design and construction of highway tanks. • Safety and operational risk assessment. <p>Point allocation: 10 points will be allotted for each experience element up to a maximum of 30 points. Maximum of 5 points per project summary, per experience element.</p> <p>0 points = < 1 year experience 3 points = 1 to 2 years' experience 5 points = 2+ years' experience</p> <p>*A maximum of 7 project summaries will be reviewed</p>	30 Points	
Point Rated Technical Score = /140			

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 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;
 - c. The rating is performed on a scale of 140 points
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		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

5.1.2.1 COVID-19 vaccination requirement certification

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.

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 \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](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](#) (2021-12-02), 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 December 16, 2022 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, Ontario
K1A 0N5
Telephone: 343-55-2321
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, as specified in Annex B for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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 (Milestone)

Canada will make milestone payments in accordance with the Schedule of Milestones and the payment provisions of the Contract if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.7.3 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](#) (2021-12-02), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, basis of Payment;
- (e) Annex D, Covid-19 Vaccination Requirement Certification
- (f) the Contractor's bid dated _____ “, as clarified on _____” **or** “, as amended on _____”

6.12 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

HWY.3.A. - Evaluation of American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code (BPVC) Section XII requirements for the manufacture and continued service of highway tanks in Canada

2. Introduction

The Transportation of Dangerous Goods Directorate (TDG), as part of the Safety and Security Group at Transport Canada (TC) serves as the major source of regulatory development, information, and guidance on dangerous goods transport in Canada. TDG requires information to determine if adopting ASME Section XII and *National Board Inspection Code* (NBIC) requirements in Canada, for highway tanks specifically, would provide an equivalent level of safety.

3. Background

- ASME Section XII specifies requirements for the construction and continued service of pressure vessels with volumes greater than 120 gallons for the transportation of dangerous goods via various modes of transport at pressures appropriate for the transportation mode.
- The U.S. Department of Transportation's (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) has published a notice of proposed rulemaking ([NPRM 2016-09919](#)), proposing to incorporate by reference ASME Section XII in their U.S. 49 CFR, *Hazardous Materials Regulations* (HMR), for the construction and continued service of cargo tank motor vehicles (CTMVs), cryogenic portable tanks, and multi-unit tank car tanks ("ton tanks").
- In that NPRM, PHMSA also proposed to incorporate by reference the National Board of Boiler and Pressure Vessel Inspectors' *National Board Inspection Code* (NBIC), as it applies to the continued service of CTMVs, cryogenic portable tanks, and ton tanks constructed in accordance with ASME Section XII, as well as for existing CTMVs constructed in accordance with the current HMR.
- The proposed rule posted by PHMSA at the link above states the following: "The PHMSA provided a comparison of Section XII and Section VIII, Division 1 (supplemented by the current HMR). Readers can review this comparison in its entirety in the NPRM [Docket No. PHMSA-2010-0019 (HM-241)]. Moreover, research and development projects summarized in the NPRM supported the proposed codes and standards to be adopted under this rulemaking docket. From the results of the studies as well as our own analysis, PHMSA concluded that the proposed standards provide an equivalent level of safety to the current structure of standards in the HMR."
- PHMSA's proposal is structured to incorporate by reference ASME's BPVC Section XII, *Rules for Construction and Continued Service of Transport Tanks* in the HMR, and the HMR requirements in Parts 178, 179, and 180 for CTMVs, cryogenic portable tanks, and ton tanks.
- In Canada, the *TDG Regulations* adopt the CSA B620 standard, which sets out the requirements for the design, construction, certification, assembly, modification, repair, testing, inspection, periodic retesting, maintenance, and marking of highway tanks and TC portable tanks for the transportation of dangerous goods. CSA B620 references ASME Section VIII Division 1.
- ASME Section VIII Division 1 is intended to specify requirements for stationary pressure vessels. The newer ASME Section XII specifies requirements for transportable tanks.
- PHMSA has already issued special permits allowing the use of tanks manufactured to ASME Section XII. Given that PHMSA may be adopting ASME Section XII and NBIC requirements, and there is a large volume of dangerous goods being transported by road between Canada and the

U.S., the TDG Directorate has a need to evaluate the recognition and acceptability of ASME Section XII and NBIC requirements in Canada, specifically for highway tanks.

4. Objectives

The objective of this project is to assess safety standards and safety requirements for highway tanks by:

- Comparing ASME Section XII and similar requirements in CSA B620 in terms of design and construction requirements; and
- Comparing NBIC requirements and similar requirements in CSA B620 in terms of non-construction requirements (e.g., repair, modification, periodic test and inspections).

Note: The comparison is not to include cryogenic portable tanks and ton tanks.

This project is designed to inform TDG on whether the acceptance of highway tanks in Canada designed, constructed and certified in accordance with ASME's BPVC Section XII, *Rules for Construction and Continued Service of Transport Tanks* ("ASME Section XII") and their qualification, requalification and maintenance in accordance with the NBIC, provides an equivalent level of safety to the current CSA B620 safety standard.

5. Tasks and Activities

Task 1: Detailed work plan

Specific Objective – Create a detailed work plan that includes:

- Review of objectives,
- Detailed description of the methodology, including potential information sources to be reviewed,
- Description of any logistical preparation required,
- Proposed timelines,
- Description of team roles and responsibilities, and
- Proposed table of contents for the final report (including, but not limited to introduction, methodology, comparisons between the codes and standards, discussion and conclusions, and recommended future work)

Task 2: Detailed comparison of codes to highlight construction differences between CSA B620 and ASME Section XII

Specific Objective – Compare CSA B620 and ASME Section XII with respect to design and construction requirements for transport tanks to determine the major and minor similarities and differences between the two. This work is to include:

- A comparison as necessary of any referenced codes and standards in CSA B620 and ASME Section XII which are applicable to the design and construction of transport tanks,
 - Schedule 2 contains a list of codes and standards that may require review, however, that list should not be considered comprehensive
- A general discussion highlighting the potential safety and operational risks related to the differences.

All work under this task is to be reported on in Task 4: Final Reporting.

Task 3: Detailed comparison of non-construction NBIC requirements and similar requirements in CSA B620

Specific Objective – Compare CSA B620, ASME Section XII and NBIC inspection, test, alteration (modification) and repair requirements for transport tanks to determine the major and minor similarities and differences between the two sets of requirements. This task is to include:

- A review of NBIC Supplement 6 (and any other relevant referenced codes and standards, see Schedule 2 for a suggested list) in relation to transport tanks,
- A general discussion highlighting the potential safety and operational risks related to the differences.

All work under this task is to be reported on in Task 4: Final Reporting.

Task 4: Final Reporting

Specific Objective – Report on the work completed in Tasks 2 and 3.

This task will involve:

- The preparation of a full written report, following the Table of Contents developed in Task 1,

Task 5: Final Presentation

Specific Objective – Create and present to TC a summary presentation covering Tasks 2 and 3.

6. Project Schedule

Deliverables & Milestones

3. **Kick-off Meeting** (upon award of the contract, via teleconference/ videoconference) with TC Project Authority and other stakeholders to discuss scope, objectives of project and the Contractor's provisional approach & methodology.
4. **Detailed work plan** as described in Task 1. The work plan will include a detailed methodology that will ensure objectives are aligned and allows for a thorough review of expected timelines. This is to be submitted to the Project Authority for review, feedback and approval within ten (10) business days of the kick-off meeting.
5. **Draft Written Report** will detail the work performed in Tasks 2 and 3, as outlined in the draft Table of Contents provided in the work plan.
6. **Final Written Report.** The final written report will include the same content as the draft report and incorporate Transport Canada's feedback on the draft report.
7. **Presentation** to Transport Canada. The Contractor will attend a virtual meeting to present their work. This presentation is to be an overview of the work completed, including the final outcomes and any potential recommendations as presented in the final report. The Contractor will also provide Transport Canada with an electronic copy of the presentation.

Table: Proposed schedule for project deliverables

Deliverable	Target Delivery Date
Kick-off Meeting	Within 10 business days after contract award
Detailed Work Plan	Within 10 business days after kickoff meeting
Draft Written Report	Within 24 weeks of detailed work plan approval
Final Written Report	Within 2 weeks of receipt of comments from Transport Canada on draft written report
Presentation to Transport Canada	Within 2 weeks of receipt of Final report

7. 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.

8. TC Obligations

TC will:

- Provide comments on the draft report within 10 working days
- Provide response to emailed questions within 3 working days
- Schedule and host monthly update meetings (virtual) with the contractor

9. Contractor's Obligations

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

The Contractor must obtain the versions of the codes/standards listed below at their own cost, as well as any additional codes/standards related to transport tanks that the contractor deems necessary to fulfil the work outlined in this document. A larger list of potential codes and standards is contained in Schedule 2, that list should not be considered comprehensive.

- ASME Section VIII, Division 1 (2021)
- ASME Section XII (2021)
- National Board Inspection Code (NBIC) (2021)
- NBIC Supplement 6 (2021)
- CSA B620 (2020)

The Contractor must attend the monthly update meetings, scheduled by TC. The Contractor must discuss and clarify the key activities, content of deliverables, and project risks and mitigation measures with the Project Authority. The contractor must also provide updates when requested by the PA or as necessary to ensure timely sharing of information.

The Contractor must ensure information from all stakeholders is properly protected in terms of data processing and sensitive information.

The following documents and their requirements apply to the work to be performed under this Contract. You are thereby encouraged to comply with their provisions and intent.

- Transport Canada's Scientific Integrity Policy
- Additional Information: "Scientific Integrity Policy Public Fact Sheet"

10. 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 teleconference or videoconference.

11. Language of Work

The principal language of communication will be English.

Progress reports, working papers, the draft and final report, presentation, and all other material must be provided in English.

Transport Canada will be responsible for translation of the report and other materials into French if and as required.

12. Travel and Living

There is no travel for this requirement.

Schedule 2: List of standards referenced in CSA B620-20

Note: This list should not be considered comprehensive.

B51-09	Boiler, pressure vessel, and pressure piping code
B621:20	Selection and use of highway tanks, TC portable tanks, and other large containers for the transportation of dangerous goods, Classes 3, 4, 5, 6.1, 8, and 9
B622:20	Selection and use of highway tanks and TC portable tanks for the transportation of dangerous goods, Class 2

ASME (American Society of Mechanical Engineers)

B31.3-2012 Process Piping

Boiler and Pressure Vessel Codes:

- Section II, Parts A, B, C, and D, current mandatory edition (2021)
- Section V, current mandatory edition (2021)
- Section VIII, Division 1, current mandatory edition (2021)
- Section IX, current mandatory edition (2021)

ASTM International

A240/A240M-13c	Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
A242/A242M-13	Standard Specification for High-Strength Low-Alloy Structural Steel
A514/A514M-13a	Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding
A572/A572M-13a Structural Steel	Standard Specification for High-Strength Low-Alloy Columbium-Vanadium
A588/A588M-10	Standard Specification for High-Strength Low-Alloy Structural Steel with 50 ksi [345 MPa] Minimum Yield Point to 4 in [100 mm] Thick
A606-09a	Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, with Improved Atmospheric Corrosion Resistance
A633/A633M-13 Plates	Standard Specification for Normalized High-Strength Low-Alloy Structural Steel
A656/A656M-00a	Standard Specification for Hot-Rolled Structural Steel, High-Strength Low-Alloy Plate with Improved Formability
A1008/A1008M-13	Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability
A1011/A1011M-13	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability

CGA (Compressed Gas Association)

CGA-341-2007 (R2011)	Specification for Insulated Cargo Tank for Nonflammable Cryogenic Liquids
P-26-1997 (formerly TB-2)	Guidelines for Inspection and Repair of MC 330 and MC 331 Anhydrous (R2009) Ammonia Cargo Tanks
S-1.2-2009	Pressure Relief Device Standards — Part 2 — Portable Containers for Compressed Gases

Government of Canada

Motor Vehicle Safety Act, S.C. 1993, c. 16, and Regulations
Transportation of Dangerous Goods Act, S.C. 1992, c. 34, and the Transportation of Dangerous Goods
Regulations, as amended from time to time

Government of USA

US Code of Federal Regulations, Title 49, Parts 107 to 180, as amended from time to time (referenced as
49 CFR)

National Board of Boiler and Pressure Vessel Inspectors

National Board Inspection Code (NBIC), 2019 Edition

TTMA (Truck Trailer Manufacturers Association)

Recommended Practice No. 61-98

Performance Recommendations for Manhole and/or Fill Opening Assemblies on MC 306, DOT 406, Non-
ASME MC 312 and Non-ASME DOT 412 Cargo Tanks

Recommended Practice No. 81-02

Performance of Spring Loaded Pressure Relief Valves on MC 306, MC 307, MC 312, DOT 406, DOT 407,
and DOT 412 Tanks

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the terms and conditions of this Contract, the Contractor will be paid an all-inclusive firm price.

All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included. Applicable taxes excluded.

Milestone No.	Description or "Deliverable"	Firm Amount (CAD)	Delivery Date
1	Draft Written Report will detail the work performed in Tasks 2 and 3 with discussion, conclusions and recommended future work.	\$ _____ (70% of fixed price)	Within 28 weeks of contract award and upon receipt and acceptance of deliverable 3.
2	Final Written Report (Task 4). The final written report will include the same content as the draft report and incorporate Transport Canada's feedback on the draft report and; Presentation (Task 5) to Transport Canada. The Contractor will attend a virtual meeting to present their work. This presentation is to be an overview of the work completed, including the final outcomes and any potential recommendations as presented in the final report. The Contractor will also provide Transport Canada with an electronic copy of the presentation.	\$ _____ (30% of fixed price)	Within 32 weeks of contract award and upon receipt and acceptance of deliverables 4 and 5.
Total Cost for Evaluation Purposes (Sum of Milestone 1 to Milestone 2 (no taxes))		\$ _____	
Applicable Taxes		\$ _____	
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 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the
_____ (*name of business*) has certified to their compliance with this requirement.

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 will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or 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 will constitute a default under the Contract.

Signature: _____

Date: _____