

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

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION****Comments – Commentaires**

Proposal To: Transport Canada

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

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

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

Proposition a: Transports Canada

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

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

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

Title – Sujet	
Impact of Fatigue in Rail Industry	
Solicitation No. – N° de l'invitation	Date
T8080-170255	December 1, 2017
Client Reference No. – N° référence du client	
T8080-170255	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Standard Time (EST)
on – le January 10, 2018	Heure Normale de l'Est (HNE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Sylvain Desbois, Contracting Specialist	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
	sylvain.desbois@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	
Instructions: See Herein Instructions : Voir aux présentes	

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....

1.1 Security Requirement.....

1.2 Statement of Work

1.3 Debriefings

PART 2 - BIDDER INSTRUCTIONS.....

2.1 Standard Instructions, Clauses and Conditions.....

2.2 Submission of Bids.....

2.3 Improvement of requirement during Solicitation Period.....

2.4 Enquiries - Bid Solicitation.....

2.5 Applicable Laws.....

2.6 Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....

4.1 Evaluation Procedures

4.2 Basis of Selection.....

Attachment 1 to Part 4 : Technical and Financial Evaluation Criteria

Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule

PART 5 - CERTIFICATIONS.....

5.1 Certifications Required with the Bid.....

Attachment 1 to Part 5 : Information on Former Canadian Public Servant

Attachment 2 to Part 5 : Additional Certifications

PART 6 - RESULTING CONTRACT CLAUSES.....

1. Security Requirement

2. Statement of Work

3. Standard Clauses and Conditions

4. Term of Contract.....

5. Authorities.....

6. Proactive Disclosure of Contracts with Former Public Servants

7. Payment

8. Invoicing Instructions

9. Certifications.....

10. Applicable Laws.....

11. Priority of Documents

12. Insurance – No specific requirement

List of Annexes:

Annex A Statement of Work

Annex B Basis of Payment

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable with this Request for Proposal.

1.2 Statement of Work

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

1.3 Debriefings

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

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22>

Subsection 5.4 of [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/22), 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 (TC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (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 Basis for Canada's Ownership of Intellectual Property

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (4 hard copies and 1 (one) soft copy such CD or DVD or USB key)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

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

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

No prices must be indicated in the technical proposal.

Education: Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized* Canadian academic credentials assessment service. (*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada>.)

Attachment 1 to Part 4: Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid

Section II: Financial Bid

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

- i. Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- ii. Bidders must submit their price, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.

- iii. When preparing their financial bid, bidders should review the basis of payment in Annex B – Basis of Payment and clause 1.2, Financial Evaluation, of Part 4).
- iv. All prices included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule exclude allowable authorized travel and living expenses.
- v. Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Section III: Certifications

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

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

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 (Step 1)

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation & Mandatory Financial Criteria (Step 3)

Refer to Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

Refer to Attachment 1 to Part 4 : Mandatory Financial Criteria

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

- 4.1.2.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

- 4.1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

4.2 BASIS OF SELECTION

- 4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit (65%) and Price (35%)

- 4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum points specified in Attachment 1 to Part 4 for the points rated technical criteria ; and
- (d) Meet the financial Mandatory Criteria

- 4.2.1.2 Bids not meeting either (a), (b), (c) or (d) above will be declared non-responsive.

- 4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 65% for the technical merit and 35% for the price.

- 4.2.1.4 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 65%.

- 4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.
- 4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.2.1.7 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 the selection of the contractor is determined by a 65/35 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (65%) and Price (35%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88/100	82/100	92/100
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 65 = 57.2$	$50,000^* / 60,000 \times 35 = 29.16$	86.36
Bidder 2	$82 / 100 \times 65 = 53.3$	$50,000^* / 55,000 \times 35 = 31.82$	85.12
Bidder 3	$92 / 100 \times 65 = 59.8$	$50,000^* / 50,000 \times 35 = 35.00$	94.80**

* represents the lowest evaluated price

**represents the bidder who will be recommended for award of a contract

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

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1. Technical Evaluation Criteria

The proposal must demonstrate compliance with all of the mandatory and rated requirements and must provide the necessary documentation to support compliance. Bidders are advised to also refer to Part 3, Section I; Technical bid.

For work experience to be considered, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. When multiple tasks are performed simultaneously, bidders are to indicate timeline for each.

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

2. Mandatory Technical Criteria (M)

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Mandatory Technical Criteria

Mandatory Requirements are evaluated on a pass or fail basis. Failure on the part of the Bidders to meet any one (1) of the following Mandatory Requirements will result in the proposal being deemed non-responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidders to ensure that the proposal meets ALL of the Mandatory Requirements as indicated below.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP will not be considered "demonstrated" for the purposes of this evaluation.

Bidder must provide complete details as to where, when, month and year, and how through which activities/ responsibilities the stated qualifications/ experience were obtained. Write beside each of the criteria the relevant page number(s) from your proposal that address the requirement identified in the criteria.

No.	Mandatory Technical Criterion	Demonstrated Compliance - Cross Reference to page # in Proposal / Resume / CV	Met / Not Met
MT1	BIDDER TEAM a) The Bidder must provide the names, titles and responsibility of no less than five (5) team members, including the team		

	<p>member who will be the Project Manager/Contractor representative for this project.</p> <p>b) For each proposed resources, the bidder must include a resume that describes the following items and demonstrates how they relate to the statement of work:</p> <ul style="list-style-type: none"> • Education/ Academic qualifications; • A profile describing the areas of expertise or strength of the individual proposed; • Timeframe of the work experience shown as (month/year – month/year) • Summary of each relevant project identifying the role and task of the specific resource 		
<p>MT2</p>	<p>BIDDER TEAM – FATIGUE RELATED ACADEMIC</p> <p>At least two (2) of the team proposed resources must hold a doctorate level degree in a fatigue-related discipline.</p> <p>Bidders must provide copies of all relevant academic credentials</p>		
<p>MT3</p>	<p>BIDDER TEAM RESEARCH EXPERIENCE IN FATIGUE</p> <p>At least two (2) members of the team proposed resources demonstrated (*) extensive experience researching fatigue in a transportation environment.</p> <p>(*) Extensive is defined as experience associated with having performed a broad range of research activities related to the tasks described in the statement of work, which could normally be acquired over a period of at least two (2) consecutive years, and performed in the last 10 years of the RFP closing date.</p>		
<p>MT4</p>	<p>BIDDER TEAM OPERATIONNAL KNOWLEDGE IN FATIGUE</p> <p>At least two (2) two members of the team of proposed resources demonstrated expert knowledge (gained through education, research projects, employment, etc.) and related credentials with respect to fatigue science and the application of fatigue science in an operational environment.</p>		
<p>MT5</p>	<p>BIDDER TEAM EXPERT KNOWLEDGE OF FATIGUE ON HUMAN PERFORMANCE</p> <p>The bidder must demonstrate that at least two (2) members of the proposed resources have been one of the main contributors on a project relevant to the Statement of Work, completed within the past 10 years of the RFP closing date, as well as</p>		

	<p>have expert knowledge (gained through education, research projects, employment, etc.) regarding:</p> <ul style="list-style-type: none"> • The impact and consequences of fatigue with respect to human performance; • Fatigue management concepts and principles and the application of fatigue management techniques; and • Work task analyses. <p>Relevant projects are considered to be those that pertain to one or more of the tasks covered by this contract and that focus on fatigue related issues. For each project, the bidder must provide, at a minimum:</p> <ul style="list-style-type: none"> • a brief description of the project, including objectives; • the duration of the project; • the proposed resource's role; • The title and copy of (or link to) the resulting report; and • The contact information (name, title, telephone number and email address) of a reference person for the organization for which the project was performed. 		
<p>MT6</p>	<p>BIDDER TEAM EXPERT KNOWLEDGE IN TASK ANALYSIS</p> <p>The bidder must demonstrate that at least two (2) members of the proposed resources have been one of the main contributors on a project relevant to the Statement of Work, completed within the past 10 years of the RFP closing date, as well as have expert knowledge (gained through education, research projects, employment, etc.) regarding:</p> <ul style="list-style-type: none"> • Performing work task analyses; • Analyzing and assessing risks; • Applying data collection methods including behavioural observations and interview techniques; • Collecting and summarizing data; and • Drafting reports and making recommendations with respect to risk. <p>Relevant projects are considered to be those that pertain to one or more of the tasks covered by this contract and that focus on task analysis and behavioural observation. For each project, the bidder must provide, at a minimum:</p> <ul style="list-style-type: none"> • a brief description of the project, including objectives; • the duration of the project; • the proposed resource's role; • The title and copy of (or link to) the resulting report; and • The contact information (name, title, telephone number and email address) of a reference person for the organization for which the project was performed. 		

3. Point Rated Technical Criteria (R)

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately. Point rated criteria not addressed in the bidder's proposal will result in a score of zero being assigned against that particular criterion.

Point Rated Technical Criteria

Bidders must achieve or exceed a minimum technical score in each of the Point-Rated requirements. Only those proposals receiving the minimum score will be considered further. Compliant proposals, being those meeting all mandatory requirements and achieving the minimum technical scores for the Point Rated Requirements, will be evaluated on the basis of the Bidder's cost/price proposal.

No.	Point Rated Criteria	Maximum Number of Points	Minimum required Points	Demonstrated Compliance Cross Reference to page # in Proposal / Resume / CV	Bidder Score								
RT1	<p>Work Plan - The Bidder should provide a comprehensive work plan that:</p> <ul style="list-style-type: none"> • Clearly defines phases of work with respect of deliverables and tasks outlined in the Statement of Work; • Shows logical allocation of resources throughout the defined phases providing clear evidence that the tasks and deliverables outline in the Statement of Work can be completed within the established timeline; • Provides contingency plans where necessary to guarantee deliverables are met; and • Where applicable, provides details on team composition, the responsibilities of the team members and expected efforts per task. <p>Each sub-criteria above is to be evaluated using the Table 1, with a maximum of up to 10 points each</p> <table border="1" data-bbox="175 1675 776 1904"> <thead> <tr> <th colspan="2">Table 1 – Rating Scale</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Information was not provided.</td> </tr> <tr> <td>2</td> <td>Information provided demonstrates a limited understanding of the criteria and objectives of the project.</td> </tr> <tr> <td>3</td> <td>Information provided demonstrates some understanding of some of the elements of the</td> </tr> </tbody> </table>	Table 1 – Rating Scale		0	Information was not provided.	2	Information provided demonstrates a limited understanding of the criteria and objectives of the project.	3	Information provided demonstrates some understanding of some of the elements of the	40 points	32 points		
Table 1 – Rating Scale													
0	Information was not provided.												
2	Information provided demonstrates a limited understanding of the criteria and objectives of the project.												
3	Information provided demonstrates some understanding of some of the elements of the												



		criteria and objectives of the project.																		
	5	Information provided demonstrates understanding of most elements of the criteria and objectives of the project.																		
	7	Information provided clearly demonstrates understanding of all elements of the criteria and objectives of the project.																		
	10	Information provided demonstrates a full range of in-depth understanding of all elements and objectives of the project																		
RT2	DATA COLLECTION PLAN																			
	<ul style="list-style-type: none"> • Demonstrates cohesiveness with the work plan provided by the Bidder, taking into account activities, deadlines and deliverables; • Clearly indicates where the team member is going, why and where applicable, who they are interviewing/ meeting; • Lists only necessary travel to complete the required tasks and deliverables listed in the Statement of Work and; • Demonstrates actions taken to minimize travel costs wherever possible by utilizing cost-effective travel methods and/ or allocating the team resources effectively. 																			
	<p>Each sub-criteria above is to be evaluated using the Table 2, with a maximum of up to 10 points each:</p> <table border="1"> <thead> <tr> <th colspan="2">Table 2 – Rating Scale</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Information was not provided.</td> </tr> <tr> <td>2</td> <td>Information provided demonstrates a limited understanding of the criteria and objectives of the project.</td> </tr> <tr> <td>3</td> <td>Information provided demonstrates some understanding of some of the elements of the criteria and objectives of the project.</td> </tr> <tr> <td>5</td> <td>Information provided demonstrates understanding of most elements of the criteria and objectives of the project.</td> </tr> <tr> <td>7</td> <td>Information provided clearly demonstrates understanding of all elements of the criteria and objectives of the project.</td> </tr> <tr> <td>10</td> <td>Information provided demonstrates a full range of in-depth understanding of all elements and objectives of the project.</td> </tr> </tbody> </table>		Table 2 – Rating Scale		0	Information was not provided.	2	Information provided demonstrates a limited understanding of the criteria and objectives of the project.	3	Information provided demonstrates some understanding of some of the elements of the criteria and objectives of the project.	5	Information provided demonstrates understanding of most elements of the criteria and objectives of the project.	7	Information provided clearly demonstrates understanding of all elements of the criteria and objectives of the project.	10	Information provided demonstrates a full range of in-depth understanding of all elements and objectives of the project.	40 points	32 points		
Table 2 – Rating Scale																				
0	Information was not provided.																			
2	Information provided demonstrates a limited understanding of the criteria and objectives of the project.																			
3	Information provided demonstrates some understanding of some of the elements of the criteria and objectives of the project.																			
5	Information provided demonstrates understanding of most elements of the criteria and objectives of the project.																			
7	Information provided clearly demonstrates understanding of all elements of the criteria and objectives of the project.																			
10	Information provided demonstrates a full range of in-depth understanding of all elements and objectives of the project.																			



<p>RT3</p>	<p>APPROACH AND METHODOLOGY</p> <p>The Bidder should outline a comprehensive approach and proposed methodology that will be used to complete the research outlined in the Statement of Work.</p> <p>Sufficient detail should be provided to allow for a complete understanding of the approach to the tasks listed in the Statement of Work. This should include advantages and disadvantages of each methodologies/ approach.</p> <p>Each sub-criteria above is to be evaluated using the Table 3, with a maximum of up to 10 points each:</p> <table border="1" data-bbox="175 772 760 1900"> <thead> <tr> <th colspan="2">Table 3 – Rating Scale</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Unsatisfactory: No details provided</td> </tr> <tr> <td>2</td> <td>Incomplete or limited explanation of how it will meet this requirement and lacks structure and coherence. Very few details are provided and some elements were not clearly addressed: major deficiencies exist with objective and expected outcomes of this requirement. The bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.</td> </tr> <tr> <td>4</td> <td>Poor explanation of how it will meet this requirement and has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.</td> </tr> <tr> <td>6</td> <td>Acceptable and adequate explanation of how it will meet this requirement and is structured and coherent; although most of the major necessary details are proved, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The bidder demonstrates the minimum acceptable capability to meet most elements.</td> </tr> <tr> <td>8</td> <td>Good explanation of how it will meet this requirement and is structured and coherent with most of the necessary details provided; minor deficiencies exist with objective and</td> </tr> </tbody> </table>	Table 3 – Rating Scale		0	Unsatisfactory: No details provided	2	Incomplete or limited explanation of how it will meet this requirement and lacks structure and coherence. Very few details are provided and some elements were not clearly addressed: major deficiencies exist with objective and expected outcomes of this requirement. The bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.	4	Poor explanation of how it will meet this requirement and has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.	6	Acceptable and adequate explanation of how it will meet this requirement and is structured and coherent; although most of the major necessary details are proved, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The bidder demonstrates the minimum acceptable capability to meet most elements.	8	Good explanation of how it will meet this requirement and is structured and coherent with most of the necessary details provided; minor deficiencies exist with objective and	<p>20 points</p>	<p>16 Points</p>	
Table 3 – Rating Scale																
0	Unsatisfactory: No details provided															
2	Incomplete or limited explanation of how it will meet this requirement and lacks structure and coherence. Very few details are provided and some elements were not clearly addressed: major deficiencies exist with objective and expected outcomes of this requirement. The bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.															
4	Poor explanation of how it will meet this requirement and has limited structure and coherence; the approach is rarely logical and often disorganized. There are several major deficiencies with the objective and expected outcomes of this requirement. Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.															
6	Acceptable and adequate explanation of how it will meet this requirement and is structured and coherent; although most of the major necessary details are proved, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The bidder demonstrates the minimum acceptable capability to meet most elements.															
8	Good explanation of how it will meet this requirement and is structured and coherent with most of the necessary details provided; minor deficiencies exist with objective and															

		expected outcomes of this requirement. The bidder demonstrates the capability to adequately meet all elements of the requirement.				
	10	Excellent and in-depth and specific explanation on how it will meet this requirement and is structured and coherent with all necessary details are provided. No deficiencies exist. The bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The bidder demonstrates the capability to fully meet all elements of the requirement.				
Total Maximum Available Points = 100			Overall Minimum Points Required = 80			
			Bidder score (*) :			

(*) : Overall Technical score. This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

4. Mandatory Financial Criteria (MF)

Bids must meet the mandatory financial criteria specified in the table inserted below.

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

Criteria	Mandatory Financial Criterion	Bid Preparation Instructions	Yes/No
MF1	Evaluated Price - Not to exceed budget of \$88,500 Excluding all taxes; as per Attachment 2 to Part 4.	No prices must be indicated in the technical proposal	

ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

Only bids which meet all the mandatory technical criteria and obtain the minimum number of points specified for each point rated technical criteria and obtain the minimum overall score from Attachment 1 to Part 4 – Technical Evaluation Criteria will be rated on their financial proposal.

The Bidder must complete this pricing schedule and include it in its financial bid. The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid

Pricing Schedule

PRICING SCHEDULE		
Milestones	Firm Price	
Milestone 1 (10%): Deliverables - 1st phase	#[Insert amount]	A
Milestone 2 (10%): Deliverables - 2nd phase	#[Insert amount]	B
Milestone 3 (15%): Deliverables - 3rd phase	#[Insert amount]	C
Milestone 3 (65%): Deliverables - 4th phase	#[Insert amount]	D
EVALUATED PRICE (the sum of prices for milestones1 to 4, excluding taxes)	#[Insert amount]	E=A+B+C+D
Taxes (insert tax amount, as applicable):	#[Insert amount]	
Total Cost:	#[Insert amount]	

PART 5 – CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of [Standard Instructions](#) 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1 Certifications Required with the Bid and Additional Information

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

5.1.2 Former Public Servant

The Bidder must submit a duly completed Attachment 1 to Part 5 – Information on Former Canadian Public Servant, as part of their bid.

5.1.3 Additional Information

Bidders must submit Attachment 2 to Part 5 – Additional Certifications as part of their bid

5.2 Certifications Precedent to Contract Award

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 *Ineligibility and Suspension Policy* <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.

Forms : <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT**Former Public Servant**

The Bidder must submit a duly completed Attachment 1 to Part 5 - Information on Former Canadian Public Servant, as part of their bid.

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 with FPS, bidders must provide the information required below before contract award.

A. 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.

B. 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 FPS in receipt of a pension, as applicable:

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

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

C. 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 _____.

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

ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS**Additional Certifications**

Bidders must submit **Attachment 2 to Part 5 - Additional Certifications** as part of their bid.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

A. Bidder / Supplier Information. Bidder to also sign and date page 1

Supplier's legal name	
Supplier Operating name	
Supplier's procurement business number (PBN)	
Supplier's address	
Contact person name and email address	

B. 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.

Signature: _____

Date: _____

C. 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.

Signature: _____

Date: _____

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 No security requirement applicable to this 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/17>

6.3.2 Supplemental General Conditions

4007 (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to January 31, 2019

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois
Contracting Specialist
Transport Canada
275 Sparks Street
Building 275 Sparks - Floor 01 - Room 7
Ottawa, Ontario
K1A 0N5

Telephone: 613-990-8737
E-mail : sylvain.desbois@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 Technical Authority / Departmental representative *(to be identified at contract award)*

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Technical 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 *(to be identified at contract award)*

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm prices as specified in Annex B - Basis of Payment, for a cost of \$ _____ (amount to be inserted at contract award). 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 Payments

For the work as described in Annex A – Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and the payment provisions of the Contract if:

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

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

- a) The original and one (1) copy 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 _____ . (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

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) 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information
- (c) 2010B (2016-04-04) - General Conditions - Professional Services (Medium Complexity) ;
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment ;
- (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 – No specific requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A : STATEMENT OF WORK

1.0 TITLE / OBJECTIVE

The impact of fatigue in the Canadian Rail Industry: A review and assessment of key positions and work tasks in the Rail Industry in Canada.

The objective of this project is to determine what positions are safety critical in the Canadian rail industry and to assess how fatigue impacts this transportation sector. This will be accomplished through a review and assessment of key positions and associated work tasks to determine which positions should be considered safety critical and what is the fatigue susceptibility of the work tasks being performed.

2.0 BACKGROUND STATEMENT

In 2016, fatigue was cited by the Transportation Safety Board (TSB) as a contributing factor or risk in 23 TSB railway investigations. This represents about 20% of the 94 rail investigations conducted since 1994. In 2016, the TSB placed fatigue in the railway industry on its Safety Watch List; claiming that Transport Canada and the rail industry have been ineffective to date in their efforts to deal with fatigue in this sector.

In order to address the Watch List item, Transport Canada must complete a review of railway fatigue risk management systems and "...take further action to effectively mitigate the risk of fatigue for operating crew members on freight trains".

The Rail Safety Act provides specific authority for the development of regulations related to safety management systems and hours of work of rail employees in operational positions. The Department has taken action to strengthen the regulatory framework in respect to fatigue management and to provide specific authority for SMS. The SMS regulations contain a requirement to consider fatigue science when developing work schedules for rail sector workers. However, at the present time only operating employees are subject to work/rest limits and mandatory off-duty times as per the Work/Rest Rules for Railway Operating Employees. Other key positions are not regulated such as railway traffic controllers, maintenance personnel, signal controllers and personnel directing railway traffic. While these positions are subject to the Canada Labor Code (CLC) requirements, railway companies often receive exemptions to the CLC in the form of averaging permits. Essentially, an averaging permit allows a company to extend work periods provided the annual limits for working hours are not exceeded.

Section 28(1) of the Railway Safety Management Regulations requires railway companies, but not local railway operators, to apply the principles of fatigue science when scheduling the work of an employee subject to a schedule that:

- (a) Is not communicated to the employee at least 72 hours in advance;
- (b) Requires the employee to work beyond his or her normal schedule; or
- (c) Requires employees to work between midnight and 6:00am.

The current requirements do not call for an analysis of the cumulative effects of working consecutive shifts and lack of regularly scheduled days off, nor do they require an assessment of the acute fatigue generated by excessively long duty days because the requirement only applies when the employee is considered essential (safety critical) or works beyond their normal schedule. The fatigue science tells us that any shift in excess of 12 hours degrades human performance and can impact safety.

3.0 TERMINOLOGY / DEFINITION

FRMS: Fatigue Risk Management System;
TSB: Transportation Safety Board.

Fatigue: A physiological state of reduced mental or physical performance capability resulting from sleep loss, extended wakefulness, physical activity or any combination thereof, that may impair a person's ability to safely operate or perform safety-related duties.

Operating Employee: A locomotive engineer, conductor, trainman, yardman, pilot, operator of remote control locomotives and operator of light rail passenger equipment, as well as any person whose preponderance of time is spent in such classifications, working in any class of service who is physically involved in the operation or switching of trains, engines and equipment.

Key Personnel: An employee, other than an Operating Employee, working in a position that can have an impact on rail safety, such as railway traffic controllers, maintenance personnel and signal controllers.

Key Position: Any position included in the category of operating personnel or key personnel.

Safety critical position: A position deemed safety critical as a result of a review and risk assessment of the position and the tasks performed by personnel in that position.

4.0 REQUIREMENT DESCRIPTION

4.1 Purpose

- (1) The purpose of this work is to acquire a better understanding of how the rail industry works and to develop a set of recommendations that considers both the safety criticality of key positions and work tasks performed in the rail industry.
- (2) This will be achieved through an assessment of the level of risk related to the position and tasks performed and the consequences and effect of fatigue on human performance in the rail industry.
- (3) The recommendations received will form the basis for the consideration of:
 - (a) Whether changes are required in the existing regulatory framework and what form that might take for example the Canada Labor Code and/or the Work/Rest Rules);
 - (b) Fatigue management policies such as personnel and task scheduling, shift work, disruptive schedules and work handover practices;
 - (c) Changes to the Work/Rest Rules to reflect the fatigue science and the operational data derived from this study; and
 - (d) Guidance material and tool development with respect to the management of fatigue in the rail industry.

4.2 Scope

The scope includes operating employees and key personnel in the rail industry and the tasks they perform. The work includes the development of a work and data collection plan, as well as 9 discrete tasks described in section 5.0 to be accomplished over the course of a 12 months period, including:

- (a) A review, inventory and analysis of recent oversight activities and closely related findings linked to fatigue and any other data or information produced by the Rail Safety Directorate;
- (b) A review of Transportation Safety Board Reports and recommendations that list fatigue as a contributing factor;
- (c) A review and evaluation of operating employees and key personnel to determine their criticality in respect to rail safety;
- (d) A review and evaluation of key tasks performed by operating employees and key personnel;
- (e) A risk assessment of operating employees and key personnel positions and an assessment of fatigue exposure and susceptibility to fatigue;
- (f) A risk assessment of key tasks performed by operating employees and key personnel and an assessment of fatigue exposure and susceptibility to fatigue;
- (g) Recommendations with respect to what positions are safety critical, due to fatigue risk exposure, in the rail industry; and
- (h) Recommendations with respect to fatigue management resulting from the risk analysis of positions and tasks.

5.0 CONTRACTOR TASKS

5.1 Initial meeting and Transport Canada Consultation

- (1) As soon as possible following contract award, the contractor shall make itself available for a meeting with the Technical Authority/Departmental representative to review and discuss the consultation plan, project requirements and expectations, timelines, and confirm roles and responsibilities.
- (2) The contractor is responsible for consulting and coordinating, as required, with Transport Canada Rail Safety personnel in Headquarters and the Regions to better understand and provide context to the railway operating environment, Rail Safety data, risk analyses and any other information or recommendations resulting from the tasks listed in this section.

5.2 Work and Data Collection Plan

Taking into account results of the consultation, the contractor is responsible for the preparation and ongoing update of a work and data collection plan that addresses all steps necessary to complete the work described in sub sections 5.4 – 5.9 including:

- (a) If necessary, an updated description of the work being performed and data to be collected;

-
- (b) If necessary, an updated Gantt chart or other work planning aid showing the individual tasks relating to the project, the resource requirements, task milestones and completion dates etc.;
 - (c) An updated list of research objectives specific to the project; and
 - (d) Any other task the contractor deems necessary to complete the contract.

5.3 Meeting schedule

The contractor is responsible for setting a proposed meeting schedule to appraise the Department of progress with respect to the work plan and the work being performed. Meeting may take place in person in Ottawa or by conference call. These meetings must:

- (a) Be scheduled on a monthly basis;
- (b) Be in a format, date and time that is acceptable to both parties and;
- (c) Reflect the work plan and deliverables.

5.4 Review and evaluation of operating employees and key personnel positions

Complete an analysis that includes:

- (a) Preparation of a data collection plan and arrangements for the collection of data, including the collection of data in the field;
- (b) Development of a research methodology, including but not limited to, observational and interview techniques;
- (c) A review, inventory and analysis of recent oversight activities linked to the management of fatigue or scheduling of employees and follow up (as required) with the operational region responsible for the report;
- (d) A description and analysis of all positions reviewed including those defined in the Work/Rest Rules for Railway Operating Employees as Operating Employees and any position not subject to the Work/Rest Rules.
- (e) The evaluation should consider:
 - (i) The criticality of the position in regard to railway safety;
 - (ii) The nature of the work being performed;
 - (iii) The time of day the employee is required to start work at (shift as opposed to strictly day time operations);
 - (iv) The regularity and reliability of the schedule relating to the position;
 - (v) The average length of the duty day;
 - (vi) The propensity for the position to use "ticket splitting" (a split duty period) to accomplish daily tasks;
 - (vii) The ability of the individual to obtain adequate rest (8 hours of sleep); and
 - (viii) In relation to the position, the potential outcome of a fatigue related error.

5.5 Review and evaluation of tasks performed by operating employees and key personnel

Complete an analysis of tasks performed in railway operations that includes:

- (a) Development of a data collection plan and arrangements for the collection of data, including the collection of data in the field;
- (b) Development of a research methodology, including but not limited to, observational and interview techniques;
- (c) A description of the tasks being reviewed and performed by operating and employees and personnel in key positions;
- (d) Task related variables to be considered in the review and evaluation include the:
 - (i) Criticality of the task in regard to rail safety;
 - (ii) Task goal(s) and other tasks affected;
 - (iii) Task characteristics (physical/cognitive, frequency, criticality, susceptibility to fatigue effects);
 - (iv) Task constraints (priority of task, related activities, manpower required, and time required to complete task);
 - (v) Types of errors possible (slips or mistakes), focusing on errors resulting from fatigue; and
 - (vi) Conditions likely to lead to error mode focusing on conditions likely to cause fatigue.

5.6 Risk assessment - operating employees and key personnel

Complete a risk assessment of key positions in the railway industry using the data obtained from the analysis in section 5.4 that includes the following:

- (a) Development of a risk assessment methodology to support the risk analysis of key positions;
- (b) An analysis of the fatigue susceptibility of key positions;
- (c) An assessment of the fatigue exposure of key positions; and
- (d) A written assessment ranking key positions in terms of safety criticality of key positions based on fatigue susceptibility and the potential outcome or consequences of fatigue in relation to rail safety.

5.7 Risk assessment – key tasks

Complete an analysis and assessment of key tasks performed by operating employees and key personnel to determine the level of fatigue exposure and risk and the susceptibility of the task to fatigue including:

- (a) A review of the railway company's safety management system to identify fatigue hazards, errors, incidents and accidents;
- (b) A review of TSB accident reports to identify trends, safety risks and contributing factors to railway accidents;

-
- (c) An analysis of the physical and cognitive tasks performed by railway employees in safety critical positions using:
 - (vii) Existing error data;
 - (viii) Data derived from the key position and task analysis as per the tasks in sub sections 5.4 and 5.5;
 - (d) An analysis of the impact of task errors on the overall risk to the system;
 - (e) A report on the results of the analysis providing information on task errors related to fatigue, the underlying error-causing conditions, and the overall level risk they pose to the system; and
 - (f) Development of a documented set of findings on fatigue related errors and risks related to work tasks and positions in the rail industry.

5.8 Recommendations with respect to positions in the railway industry that are critical to safe operations

Develop a set of recommendations based on the position and task analyses with respect to fatigue susceptibility that should be considered critical to safe operations in the rail industry that includes:

- (a) A list of positions designated critical to rail safety; and
- (b) The rationale for the designation of the position as safety critical.

5.9 Fatigue management recommendations

Develop a set of recommendations with respect to fatigue management practices resulting from the risk assessment of safety critical positions and tasks that includes:

- (a) A summary of the impact of fatigue on certain work tasks;
- (b) Recommendations in respect to the findings described in section 5.7(f) including:
 - (i) tasks scheduling (night/day operations) to mitigate the impact of fatigue on the work being performed;
 - (ii) Shift scheduling and management;
 - (iii) Shift handover;
 - (iv) Fatigue management best practices; and
 - (v) Fatigue exposure minimization techniques.

6.0 DELIVERABLES AND ACCEPTANCE CRITERIA

All deliverables must be completed to the satisfaction of the Technical Authority/Departmental representative before proceeding or continuing with each phase of the work described in this section, the contractor must receive approval from Technical Authority/Departmental representative that the deliverables for each phase are acceptable. If a deliverable is not approved, the contractor must correct it until payment can be authorized. If a deliverable is to be delayed from its original due date, the contractor must notify the Technical Authority/Departmental representative in writing and proposed a new due date.

All deliverables must be provided by e-mail to the Technical Authority/Departmental representative in English.

6.1 Deliverables - 1st phase

Due date: 14 days after the initial meeting

The contractor must deliver the following:

- (1) A comprehensive Transport Canada consultation plan, acceptable to the Technical Authority/Departmental representative, that meets the requirements of sub section 5.1 and details how consultation will be completed in accordance with the tasks outlined in Section 5;
- (2) The work plan containing details of all tasks related to the completion of the work in Sub-section 5.2; and
- (3) The meeting schedule, as per section 5.3.

6.2 Deliverables - 2nd phase

Due date: within 30 days of deliverable 1

The contractor must deliver the following:

- (1) The data collection plan and arrangements for the collection of data in the field, as per sub sections 5.4(a) and 5.5(a); and
- (2) A written description of the research methodology; as per sub sections 5.4(b) and 5.5(b).

6.3 Deliverable – 3rd phase

Due date: On or before March 31, 2018

The contractor must deliver the following:

- (1) A report on the data collected in the field to date, as per the data collection plan described in sub sections 5.4(a) and 5.5(a); and
- (2) A report on preliminary findings resulting from the initial analysis of data collected to date.

6.4 Deliverables - 4th phase

Due date: 2 weeks before the contract end-date.

The contractor must deliver the following:

- (1) All reports, data, documentation and any other materials produced as a result of, or related to, the tasks performed as per section 5;
- (2) A final report in English titled: Review of Key Positions and Work Tasks with Respect to Fatigue Susceptibility and safety criticality in the Railway Industry - Final Report as per sub sections 5.8 and 5.9 in electronic format and hard copy. The report will contain the deliverables of the work described in section 5.
- (3) One PowerPoint presentation, in English, containing a summary of the information contained in the Final Report.

(4) The contractor is to provide:

- (a) electronic copy and (10) hard copies (8' x 11") of the Review of Key Positions and Work Tasks with Respect to Fatigue Susceptibility and safety criticality in the Railway Industry - Final Report;
- (b) electronic copy of the PowerPoint presentation as per section 6.4(3); and
- (c) electronic copy and (1) hard copies of all related data as defined in section 6.4(1).

6.5 Format of Deliverables

All deliverables must be with Microsoft Office Suite. All deliverables must be provided in English.

7.0 SUPPORT PROVIDED BY CANADA

Transport Canada will coordinate with the Contractor representative, as required throughout the contract, and provide context regarding the railway operating environment, Rail Safety data, risk analyses and other information related to the tasks.

Following contract award, the technical authority/departmental representative will hold a meeting with the Contractor representative/Project manager to review and discuss the consultation plan, project requirements and expectations, timelines, and confirm roles and responsibilities.

8.0 MEETINGS

Meetings and presentations with Transport Canada may be conducted in person, video or conference call.

9.0 LANGUAGE REQUIREMENTS

The Contractor representative/Project manager must be able to communicate with the Departmental Representative/Technical Authority verbally and in writing in English.

10.0 WORK LOCATION

All work will be performed from the Contractor place of business and in the field, as required.

11.0 CONSTRAINTS

- The contractor will not be required to have access to any Protected or Classified information or assets.
- The contractor must keep all documents and proprietary information confidential;
- The contractor must obtain written approval from the Technical Authority before any information / data / report generated from this contract can be used.

ANNEX B : BASIS OF PAYMENT

1. FIRM PRICE

The Contractor will be paid in accordance with the Schedule of Milestones table below.

The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.

PRICING SCHEDULE		
Milestones	Firm Price	
Milestone 1 (10%): Deliverables - 1st phase	\$[Insert amount]	A
Milestone 2 (10%): Deliverables - 2nd phase	\$[Insert amount]	B
Milestone 3 (15%): Deliverables - 3rd phase	\$[Insert amount]	C
Milestone 3 (65%): Deliverables - 4th phase	\$[Insert amount]	D
EVALUATED PRICE (the sum of prices for milestones1 to 4, excluding taxes)	\$[Insert amount]	E=A+B+C+D
Taxes (insert tax amount, as applicable):	\$[Insert amount]	
Total Cost:	\$[Insert amount]	