

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

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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport Canada

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

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

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

Proposition à : Transports Canada

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

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

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

Title – Sujet	
Transportation of Dangerous Goods in Lower Mainland British Columbia	
Solicitation No. – N° de l'invitation	Date
T8080-190213	July 16, 2019
Client Reference No. – N° référence du client	
T8080-190213	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)
on – le August 30, 2019	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address inquiries to – Adresser toute demande de renseignements à :	
Bruce Weir	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. / e-mail N° de télécopieur / courriel
613-990-7632	bruce.weir@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
National Capital Region	

Instructions: See Herein

Instructions : Voir aux présentes

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

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no Security Requirements for this RFP

1.2 Statement of Work

Transport Canada has a requirement for a study into and report on the Transportation of Dangerous Goods in Lower Mainland British Columbia as detailed in Article 6.2 of the Resulting Contract Clauses.

1.3 Debriefings

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

1.4 Enquiries and Communications

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

- a) Enquiries or Questions in accordance with Article 2.4 below, and
- b) Communications with Transport Canada in accordance with Article 2.5 below

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

1.5 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the [OPO website](#).

1.6 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Communications - Solicitation Period

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

2.6 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.2 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. This section must include the information required in Attachment 1 to Part 4

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Article 6.7 of the Resultant Contract Clauses. The Bidder's Financial Proposal must include the information required in Attachment 2 to Part 4

3.4 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, supported by one consultant from Altis Human Resources Inc. will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Technical Evaluation Criteria

1.1 Work Plan

The Bidder must submit a Work Plan which must include the following components:

1. A Summary of Understanding of approximately one (1) page, addressing transportation logistics and handling dangerous goods in the Study Area;
2. The Approach/Methodology proposed for completing the work;
3. A Quality Assurance and Quality Control plan; and,
4. A Gantt chart showing activities and milestones.

1.2 Project / Work Experience Description Requirements

For all project descriptions used to demonstrate experience, the Bidder shall provide the following information:

- 1) Name of the client(s) / employer(s);
- 2) The start and end dates of the project / work;
- 3) The total number of years' experience performing each mandatory and technical criteria;
- 4) Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables;
- 5) Copies of all diplomas, degrees and certificates referenced in the proposal; and,
- 6) Client / employer reference that can attest to the proposed resource's experience (References are only contacted to validate the information provided in the bidder's proposal).

1.3 Project Team

Details on the Project Team proposed to carry out the study, complete with Resumes and Project Descriptions for each Project Team member. The Project Team must consist of at least a Project Manager, a GIS Specialist and a Research Scientist, although one person may fill more than one position.

1.4 Mandatory Technical Criteria

Proposals MUST give evidence of compliance to the following mandatory requirements, and present supporting documentation.

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

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT-1	The Bidder must submit a Work Plan in accordance with the Article 1.1 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above		
MT-2	The Bidder must submit a <u>Proposed Core Team</u> , which must include, at least a Project Manager, a GIS Specialist, a Specialist in Transportation Logistics within the Lower Mainland BC region, and a Transportation Planner. The Bidder is required to provide resumes for all Project Team Members. The Bidder may use the same person to fill more than one position in the Project Team.		
MT-3	<p>The Bidder must propose a Project Manager as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 1.2 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above that the proposed Project Manager meets the following requirements:</p> <ol style="list-style-type: none"> 1. Has a minimum of five (5) years' work experience (within the last eight (8) years) of transportation analysis for the transportation industry and/or for the transportation of dangerous goods in Canada; 2. Has a minimum of three (3) years' experience in the last five (5) years which demonstrates their knowledge of properties and behaviors of dangerous goods; and, 3. Has completed at least two previous contracts with the federal government. <p>A resume for the Project Manager must be included as part of Bidder's Proposal.</p>		

<p>MT-4</p>	<p>The Bidder must provide two (2) Project Descriptions as detailed in Article 3.1, Section I, sub paragraph iii) that demonstrate the Project Manager's experience with analysis for the transportation sector <u>and/or</u> for the transportation of dangerous goods in Canada. Each Project Description must include:</p> <ol style="list-style-type: none"> 1. The name of the client organization; 2. A brief description of the scope of the service provided and the number of participant(s); 3. The dates/duration of the project; 4. The dollar (\$) value of the project ; 5. The extent to which the services were provided on-time, on-budget and in accordance with the established project; 6. Resources/personnel involved; 7. The total Project Manager's level of effort (in days) during the duration of the project; 8. Objective of the project; and, 9. Key factors and strategies to be considered in order to address the requirements including risks and challenges that may be encountered. 		
<p>MT-5</p>	<p>The Bidder must propose a GIS Specialist as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 1.2 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above, that the proposed GIS Specialist meets the following requirements:</p> <ol style="list-style-type: none"> 1. At a minimum, must have a degree, diploma or certificate, from a recognized university or college in geography or Geographic Information Systems; and, 2. Must have a minimum of five (5) years' experience, within the past eight (8) years, working in the field of geography or GIS. 		
<p>MT-6</p>	<p>The Bidder must propose a Specialist in Transportation Logistics with knowledge of the Lower Mainland BC Region as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 1.2 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above, that the proposed Research Scientist meets the following requirements:</p> <ol style="list-style-type: none"> 1. At minimum, must have graduated with a degree from a recognized college or university in engineering or a degree in social sciences including geography, sociology, history, political science, or related fields; and, 2. Must have a minimum of three (3) years' experience within the past five (5) years working in transportation logistics, transportation in all modes, planning, infrastructure or related fields specifically related to the Study Area. 		
<p>MT-7</p>	<p>The Bidder must propose a Transportation Planner as part of the Project Team and demonstrate through Project Descriptions as detailed in Article 1.2 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above, that the proposed</p>		

	<p>Transportation Planner meets the following requirements:</p> <ol style="list-style-type: none">1. At minimum, must have graduated with a degree from a recognized college or university in urban planning and / or a degree in engineering; and,2. Must have a minimum of three (3) years' experience within the past five (5) years working in transportation planning.		
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1.5 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified below. The score calculated as shown below will be converted to a score out of 249 points.

Each point rated technical criterion should be addressed separately.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources			
RT-1	<p>The Work Plan submitted as part of the Bidder’s Proposal and in accordance with the Article 1.1 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above, will be evaluated in accordance with the following criteria:</p> <ol style="list-style-type: none"> 1. The Summary of Understanding demonstrates a complete knowledge of transportation logistics in the study area; 2. The Summary of Understanding provides a clear description of transportation logistics analysis, including what procedures and analysis will be used in this study; 3. The Methodology/Approach includes a strategy to identify all DGs transported, DG transportation routes and all major DG handling sites and hubs within the study area (as specified in the SOW Section 5); 4. The Methodology/Approach includes a GIS analysis methodology to spatially analyze DG incidents with respect to emergency response capacity and population; 5. The Quality Assurance and Quality Control Plan provides specific activities and proposed processes to ensure that the work can be delivered successfully; and, 6. The Work Plan in all above areas shows a high probability of success and will obtain the expected deliverables, ensuring that the work can be delivered on time. <p><i>Each criterion is worth up to 9 points based on the rating scale below. A maximum of 54 points will be allotted.</i></p> <p><i>9 = Excellent (clear, thorough), sufficient detail to provide understanding of work, i.e., no gaps in information, very high probability of success;</i> <i>7 = Good, sufficient detail to provide understanding of work, but with minor weaknesses/gaps in information;</i> <i>5 = Adequate, sufficient detail to provide understanding of work, but with weaknesses/gaps in information;</i> <i>3 = Poor, insufficient detail to provide understanding of work with major weaknesses/gaps in information;</i> <i>1 = Inadequate; lacks detail/information</i> <i>0 = Item was not provided</i></p>	54	
RT-2	The Bidder should demonstrate using Project Descriptions in accordance with the Article 1.2 of Attachment 1 To Part 4 –	60	

	<p>Technical Evaluation Criteria, above that the proposed Project Manager has the following experience:</p> <ol style="list-style-type: none"> 1. Managing projects with multidisciplinary team members; 2. Analysing transportation trade data; 3. Assessing risk and safety as it relates to the transportation and handling of dangerous goods in Canada; and, 4. Working in dangerous goods extraction, manufacturing and / or distribution activities, including knowledge of dangerous goods warehousing and distribution hubs. <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p><i>15 points = > 3 years 10 points = 2-3 years 5 points = < 2 years 0 points = 0 years</i></p>		
<p>RT-3</p>	<p>The Bidder should demonstrate using Project Descriptions in accordance with the Article 1.1 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above, that the proposed GIS Specialist has experience in the following GIS skills:</p> <ol style="list-style-type: none"> 1. Experience in spatial statistics and/or spatial analysis; 2. Experience in routing analysis; and, 3. Experience in mapping risk through methods including heat (density) maps and emerging hotspot analysis. <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p><i>15 points = > 3 years 10 points = 2-3 years 5 points = < 2 years 0 points = 0 years</i></p>	<p>45</p>	
<p>RT-4</p>	<p>The Bidder should demonstrate using Project Descriptions in accordance with the Article 1.1 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above that the proposed Specialist in Transportation Logistics within the Lower Mainland BC Region has the following experience related to the Study Area:</p> <ol style="list-style-type: none"> 1. Experience working with regional stakeholders; 2. Experience with regional emergency response, specifically with respect to dangerous goods; and, 3. Experience in operations for dangerous goods transportation in lower mainland BC regions, including a knowledge of modes, routes, and location of transportation hubs. 	<p>45</p>	

	<p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p><i>15 points = > 3 years</i> <i>10 points = 2-3 years</i> <i>5 points = < 2 years</i> <i>0 points = 0 years</i></p>		
RT-5	<p>The Bidder shall demonstrate using Project Descriptions in accordance with the Article 1.1 of Attachment 1 To Part 4 – Technical Evaluation Criteria, above, that the proposed Transportation Planner has experience in the following:</p> <ol style="list-style-type: none"> 1. Experience in traffic (network) assignment; 2. Experience in routing analysis; and, 3. Experience working with transportation data. <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p><i>15 points = > 3 years</i> <i>10 points = 2-3 years</i> <i>5 points = < 2 years</i> <i>0 points = 0 years</i></p>	45	
Point Rated Technical Score (Maximum = 249)			

ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

1.1 Financial Evaluation

Only bids which meet all the mandatory technical criteria and obtain the minimum number of points specified for the point rated technical criteria in 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	
	Firm Lot Price
EVALUATED PRICE (excluding taxes)	#[Insert amount]
Taxes (insert tax amount, as applicable):	#[Insert amount]
Total Cost:	#[Insert amount]

1.2 Financial Point Score

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

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

Where

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

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

1.2 Standard Clauses

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

SACC Manual Clause [A0222T](#) 2014-06-26, Evaluation of Price-Canadian/Foreign Bidders

ATTACHMENT 3 TO PART 4 – BASIS OF SELECTION

1.1 Responsive Bids

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all mandatory technical evaluation criteria; and
- c) **meet the minimum technical score of 70% or 174.3 points**

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

1.2 Bid Score

The Bid Score for a proposal shall be the sum of the Point Rated Technical Score of Attachment 1 above and the Financial Point Score of Attachment 2 above.

1.3 Basis of Selection

The responsive bid with the highest Bid Score calculated in accordance with para 1.2 above will be recommended for award of a contract. In the event that two or more responsive bids have the same highest Bid Score, the responsive bid that obtained the highest overall score for all the point-rated technical criteria will be recommended for award of a contract. Only one contract will be awarded further to this solicitation.

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Status and Availability of Resources

SACC Clause A3005T (2010-08-16)

5.2.4 Education and Experience

SACC Clause A 3010T (2010-08-16)

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

There are no security requirements associated with the Work

6.2 Statement of Work

The Contractor shall carry out a study into and report on the Transportation of Dangerous Goods in Lower Mainland British Columbia.

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](#) (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

Supplemental Conditions, Title to Intellectual Property Arising under Crown Procurement Contracts, Crown Owns, attached as Annex C, apply to and form part of the Contract.

6.4 Term of Contract

The period of performance of the Contract is from date of Contract Award to March 15, 2020, inclusive.

6.5 Authorities

6.5.1 Project Authority

Project Authority

TBD

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. 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.

6.5.2 Immediate Project Representative and Contact

TBD

6.5.3 Contracting Authority

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

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

6.5.4 Contractor's Representative

TBD

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

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor will be paid a firm lot price of \$ **XX**, plus GST/HST estimated at \$ **XX** for a total estimated contract value (taxes included) of \$ **XX**.

This firm lot price includes all costs associated with obtaining data, as detailed in paragraph 6.1 of the Statement of Work

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

6.7.2 Method of payment

Contractor shall be paid in full following completion of the work and submission of satisfactory invoices, as detailed in Article 6.7.3 below.

6.7.3 Invoicing Instructions

SACC Clause H5001C (2008-12-12)

6.8 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.

6.9 Applicable Laws

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

6.10 Qualifications

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

6.11 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.

6.12 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

6.13 Continuity and Replacement of Personnel

When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond his control.

6.13.1 Replacement of Personnel

If at any time the Contractor is unable to provide the services of any specific person named in the Contract, he shall provide a replacement person with similar qualifications and experience. The Contractor shall, within 3 calendar days, give notice to the Project Authority of:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person; and
- c) Proof that the person has the required security clearance granted by Canada, if applicable.

6.13.2 Removal of Replacement Personnel

The Project Authority may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection (2), secure a further replacement.

The fact that the Project Authority does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.14 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) The Contractor's bid dated _____

ANNEX A STATEMENT OF WORK For LOWER MAINLAND BRITISH COLUMBIA STUDY

1. TITLE

Transportation of Dangerous Goods in Lower Mainland British Columbia – Regional Analysis

2. BACKGROUND

The Transportation of Dangerous Goods (TDG) Program is the focal point for the national program to promote public safety during the transportation of dangerous goods. The TDG Program serves as the major source of regulatory development, information and guidance on dangerous goods (DG) transport for the public, industry and government employees.

The Lower Mainland of British Columbia (BC) refers to the region of Vancouver BC and its surrounding Area. The Metro Vancouver Regional District is made up of 21 municipalities, such as Surrey and Langley. Within a Canadian transportation context, the Lower Mainland of British Columbia is a significant freight hub, and plays an important role in the Canadian transportation of dangerous goods. Metro Vancouver is both a large metropolitan area and a major multi-modal international port. In terms of transportation infrastructure, the region has a network of roads, marine ports, rail terminals and airports which connects the province of British Columbia (BC) and Canada to the United States (US), Asia and the world. Goods and freight are moved to, through and within the region using one or a combination of, transportation modes and methods: marine, rail, air, and road.

Marine: Port of Vancouver is the largest marine port in Canada and the third largest tonnage port in North America.¹ The Port encompasses 28 marine cargo terminals connected to three Class 1 railways.

Rail: Rail is of particular importance to DG transport in BC as it is the primary transport for coal, potash, sulfur and manufactured goods². Canadian National Railway (CN), Canadian Pacific Railway (CP) and Burlington Northern and Santa Fe Railway (BNSF) all operate in the Lower Mainland region, transporting inter province and international goods. Shortline rail provides local service throughout the Lower Mainland and Fraser Valley as well via the Southern Railway of BC (SRY).

Air: The region is home to four airports (the Vancouver International Airport, Boundary Bay Airport, Pitt Meadows Airport and Langely Airport), providing passenger and cargo transportation between Canada, the US and Asia.

Road: Metro Vancouver and the Lower Mainland BC plays an important role in national and international goods movement as a transshipment gateway between Canada, the US and the Asia-Pacific, where goods

¹ American Association of Port Authorities – World Port Rankings (2015). (<http://www.aapa-ports.org/unifying/content.aspx?ItemNumber=21048>)

² Translink. Regional Goods Movement in Metro Vancouver (2016). (https://www.translink.ca/-/media/Documents/plans_and_projects/roads_bridges/2016_06_primer_goods_movement_for_consultation.pdf)

are loaded and unloaded between ships, planes, trains and trucks. In addition, local freight transport relies heavily on road transportation.

Presently, the TDG Program is interested in expanding its knowledge base of DG transportation in Canada's regions. An analysis of DG movement in the Lower Mainland BC can provide a detailed view of the complex and integrated network which plays a significant role in Canada's economy. DG transportation in the region crosses all modes and involves local, inter-provincial, intercontinental and international trade. A regional analysis of DG transportation will provide an overview of the DG activity in the region, including identification of DG classes and dominant UN's, Canadian DG imports/exports, volumes transported by mode, routes used and locations of major handling, offering for transport and import sites, including distribution sites.

3. OBJECTIVE

The objective of this study is to collect data and information, analyze, and comprehensively describe the trends and patterns regarding the transportation of DGs by all modes (i.e. road, rail, air, marine) that move in, out and throughout the Lower Mainland BC region. This includes local shipments, intra-provincial shipments, transportation between the region and the provinces, import and export between Canada and the US, and international trade between Canada and the rest of the world. The study will also provide emerging and optimized hotspot analysis relative to incidents, emergency response capacity and population.

Through the collection and analysis of data related to DGs, the outcomes of this study will support TDG's decision-making activities and program delivery.

4. SCOPE OF WORK

There are five main transportation corridors that have been identified within the Lower Mainland of BC:

1. Marine Gateway – International trade. All shipments that enter or exit the region via marine ports and international trade, which may then be transferred to road, rail or marine for further transportation.
2. Cross Border – International trade. All shipments involved with cross-border trade with the U.S. and which enter or exit the region via road, rail or marine.
3. Inter-regional – Domestic trade. All shipments that originate in the region and have shipping destinations outside the region; or shipments that originate outside the region and have destinations within the Lower Mainland BC. Includes road, rail modes or marine.
4. Regional / Local – Domestic trade. All shipments that have origins and destinations within the Lower Mainland BC region. Modes include road or rail.
5. Air Gateway – International and Domestic trade. All shipments that enter or exit the region via air at airports, which may then transferred to road, rail or marine for further transportation.

The scope of this study will include the identification of DGs by Class, UN number, quantities and routes for DGs transported in, out and throughout the Lower Mainland of BC for each of the five transportation corridors. Significant sites related to the transportation of DGs will also be identified, including DG production, distribution and handling sites and transportation hubs. Additionally, the scope will include the production of geospatial datasets for each corridor identifying the modes, origin, destination, and routing used for DG distribution in the region of the Lower Mainland of BC.

The scope includes the collection and analysis of routing information using shipping manifests, Movement of Dangerous Goods forms, or other official reporting media. Data collection will also include volumes of dangerous goods aggregated by Primary Dangerous Goods Class and UN number where possible. The data collected shall cover a period between 2014 and 2018 inclusive. Data can be sourced through publicly available data, as well as through direct acquisition from organizations; however, it is recommended that an initial search using publicly available data is conducted and validated by further research.

The Contractor must compile, analyze, and report on data as detailed in the Task/Requirements section (Section 5) listed below. The scope for deliverables includes the analysis and presentation of data on dangerous goods by Class, by UN number (where possible) and quantities. In addition, the Contractor shall map the flow of DGs traffic, which demonstrates actual routing between origin/destination locations from source to consumer distribution facility.

5. TASKS/REQUIREMENTS

The Contractor must fulfill the following tasks to satisfy the requirements of the study, for each transportation corridor (defined in Section 4):

1. Describe DG transportation for the corridor generally, with respect to transportation modes, geographic distribution, Canadian industry, global trade and safety concerns;
2. Identify all DGs being transported by their respective class, UN numbers and descriptions, providing total trade volumes, production volumes and transportation volumes by mode;
3. Identify the locations of major industrial parks, cargo hubs, DG handling sites (including manufacturing, processing, distribution and disposal sites) and DG transportation, offering for transport and import facilities for each corridor;
 - 3.1 Identify all DGs, by their respective UN number, handled at each facility or site;
 - 3.2 Identify volumes of DGs handled or transported at each site or facility;
4. Develop, implement and document a methodology in order to identify transportation routes used to distribute DGs for each corridor using paired origin/destination locations including the volumes of the DGs along those routes.
5. Provide Incident Analysis using GIS methods, such as Optimized Hot spot analysis for geographic trends and Emerging Hot Spot analysis to demonstrate temporal trends.

6 DELIVERABLES AND REPORTING

The Contractor must meet and deliver the following:

6.1 Kick-Off Meeting:

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

- a. A draft work plan, including the schedule of work and product delivery, scope of work, commodity groupings and rationale;
- b. A draft Table of Contents for the report, which will define the scope and organization of the report;
- c. Description of data and metadata formatting, naming conventions, and organization;
- d. A draft of methodologies to be used for data collection, data analysis and GIS analysis; and
- e. A draft Reference list, including preliminary sources for data.

If additional internal TC data is required and available, the consultant must provide, at the kick off meeting, details of the data, including name of datasets, fields of interest and time period.

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

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

6.2 Final Work Plan

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

- a. The specific activities anticipated;
- b. Timelines, milestones, deliverables and payment schedule;

- c. The level of effort and resource for each activity; and
- d. A project plan using a GANTT charts or equivalent format.

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

Completion Date: Final work plan to be submitted within one (1) week after the kick-off meeting.

6.3 Bi-Weekly Meeting

The Contractor must provide bi-weekly (every two weeks) written updates, in English, which will include a status update and/or progress report for the duration of that period. Progress reports can include data samples for review (tables and/or geospatial data) in a format compatible with Microsoft Excel (tables) and ESRI ArcGIS (geospatial data). This frequency or method of communication may be changed if deemed necessary and approved by TC.

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

6.4 Mid-Project Report & Sample of GIS Work

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

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

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

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

6.5 Draft Report

The Contractor will provide TC with a draft of the project report, in a Microsoft Word document, in English. The report will document the research, analysis and final conclusions of the study and will be formatted as follows:

- a. Title page;

b. Executive Summary;

- Summary of dominant UNs and DG Classes, modes, volumes, geographic patterns, market, trade and safety issues;

c. Table of Contents;

d. Glossary and List of Tables and Figures;

e. Introduction;

- Overview of the study; and
- Background and the objective of the study.

f. Detailed transportation analysis for each identified transportation corridor (defined in Section 4), presented using maps, descriptive text and charts where necessary:

- Industry Activity: Description of industry (i.e. Oil and Gas, Auto Manufacturing, Fertilizer Production, etc.) associated with TDG;
- DG and DG Class analysis: Discussion of the dominant types of DGs and DG classes moving through each corridor with UN number and DG classes, with quantities, modes and geographic trends;
- Modal analysis: Evaluation of modes, intermodal activity, location of transportation hubs and overview of origin-destination patterns for TDG in each corridor;
- TDG activity locations and geographic patterns: Locations of significant production, processing, distribution, handling and transportation activity, with handling capacities or volumes; geographic patterns and trends; industry engagement with TDG;
- Route analysis for DG transportation in each corridor: Origin-destination route mapping for each mode and for UN classes, commodity flows for significant UNs with volumes, and qualitative analysis of routing patterns and trends;
- Import-Export Trade analysis of DGs for each corridor, where applicable, including description of associated origin / destinations, with volumes and statistics; and
- Incident analysis with hotspot mapping: Hotspot analysis with respect to DG incidents, emergency response capacity and population supported by GIS-based analysis of DG incident data and other significant data points.

g. Gap Analysis and Path Forward:

- Overall conclusion and recommendations on next steps;
- Limitations of study, data gaps and areas for further research;
- Identification of possible resources and/or options for narrowing knowledge gaps associated with DG transportation in the Lower Mainland of BC by all modes and assessing risk.

h. Technical Report:

- Detailed methodology of data collection;
- Raw results and analysis of results (in electronic document format);
- Description of all geospatial work and modelling, including a discussion where applicable about the models chosen and why; and

- Glossary of terms and data dictionaries.
- i. References:
 - Full list and provision of reference materials and data sources.
- j. Data Annexes, including but not limited to GIS maps and data tables for transportation modes, routes, and volumes for each DG or DG grouping (all including complete metadata):
 - Descriptions, shipping names, UN numbers, class and quantity of DGs by mode;
 - TDG activity locations (Locations of facilities, sites, and hubs for DG production, processing, handling and transportation activities);
 - Route analysis, including origin-destination pairs and commodity flows;
 - GIS incident analysis and hotspot analysis associated with TDG; and
 - Transportation statistics, summaries and over-time trends.

The draft report will be created using a word-processing program agreed to by TC and the Contractor at the start of the project, such as Microsoft Word (Office 2007 or more recent versions) and Adobe Acrobat (most recent version).

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

6.6 Draft GIS Data and Tabular Data

The Contractor will provide TC with GIS products in electronic format as part of the draft and final deliverables in Shapefile or Feature Dataset formats that are compatible with ESRI ArcGIS software. The record layout of geospatial data must meet the requirements as discussed during the kick-off meeting.

- a. For point feature datasets that identify locations associated with TDG activity (production, extraction, manufacturing, distribution etc.), the following attributes are required for each site:
 - Unique identifier for each record;
 - Address information of the site (street number, street name, province, postal code, and country in separate columns);
 - Latitude of the site;
 - Longitude of the site;
 - Name of company / facility;
 - Type of facility (i.e. Extraction site, Processing site, Mine, Refinery, Retail site, Warehousing and Distribution sites, etc.);
 - Names, DG Class and UN numbers of DGs handled at the site;
 - Volumetric or capacity data for each DG of interest (estimates of volumes are acceptable when actual volumetric data is unavailable);

- Mode and quantity of DGs transported;
 - Data dictionary or use documentation; and
 - Complete metadata.
- b. For line feature datasets showing transportation routes and commodity flows of specific UNs by mode, the following is required:
- Commodity flow representation of aggregated volume of the DG that traverses over each segment of the transportation network;
 - Unique identifier;
 - UN number, Primary Class, and subsidiary class(es) if applicable;
 - Volume and weight data of each DG;
 - Paired origin/destination locations;
 - Data dictionary or use documentation; and
 - Complete metadata.
- c. For any polygon datasets, the following is required (but not limited to):
- Unique identifier for each record;
 - Location information as available, such as address (street number, street name, province, postal code, and country in separate columns), latitude and longitude;
 - Identifying attribute data, such as name of site or area, DG Class and UN numbers of DGs handled at the location, volumetric/capacity data, mode and quantity of DGs transported;
 - Analysis attributes, such as risk variable/score or other comparative measures;
 - Data dictionary or use documentation; and
 - Complete metadata.
- d. For maps, both map images within the report and electronic GIS map products, the following is required:
- Title clearly conveying the data being mapped;
 - Scale bar;
 - Legend that is legible and clearly reflects the presented data;
 - Date (month and year) when map was produced;
 - Source(s) of the data being mapped;
 - Data dictionary or use documentation; and
 - Complete metadata.
- e. For tabular data delivered in electronic format compatible with Microsoft Excel, the following is required:
- Clear workbook and worksheet organization, including a table of contents, if applicable;
 - Table headings;
 - Field headings; and
 - Explanation of formulas, if applicable.

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

6.7 Final Report and GIS Data

The Contractor must provide TC with:

- a) Four (4) copies of the final project report, in an electronic format;
 - i) One (1) copy in English and one (1) copy in French for internal dissemination, as well as
 - ii) One (1) copy in English and one (1) copy in French for public dissemination.

- b) Final GIS and tabular data, in an electronic format (as specified in section 6.6) in English.

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

The final reports for public dissemination will be the same as the final report for internal use, but with the removal, reformatting and aggregation of data so that commercial sensitivity is protected. Details concerning *commercial sensitivity* will be confirmed at the kick-off meeting.

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

6.8 Presentation

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

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

7 LANGUAGE of WORK

All communications between the Project Authority and the contractor will occur in English. Data deliverables (tables, spreadsheets and GIS datasets) will be provided in English. The final report will be delivered in English.

8 CONFIDENTIALITY

The Contractor is not to release to any party the data gathered or information gained in the process of completing this project, without the express written permission of the Project Authority.

ANNEX B

SUPPLEMENTAL CONDITIONS

TITLE TO INTELLECTUAL PROPERTY ARISING UNDER CROWN PROCUREMENT
CONTRACTS

CROWN OWNS

The following set of clauses entitled **CROWN OWNS: Canada to Own Intellectual Property Rights in Foreground Information** replaces all clauses referring to ownership of intellectual and other property, including copyright, in the General Conditions.

CROWN OWNS:
Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights

01 Interpretation

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Canada" means Her Majesty the Queen in right of Canada;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or his/her representative(s) appointed for the purpose of the Contract;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

02 Disclosure of Foreground Information

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

03 Canada to Own Intellectual Property Rights in Foreground Information

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

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

or

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

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 License to Intellectual Property Rights in Background Information

1. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-

wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

2. Without restricting the scope of any licence to exercise the Intellectual Property Rights in the Background Information that Canada may otherwise hold, the Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

05 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 Access to Information; Exception to Contractor Rights

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

(a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;

(b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

(c) is independently developed by or for Canada; or or

(d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 Waiver of Moral Rights

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.