

Title – Sujet International Scan and Comparative Analysis of Dangerous Goods Shipping Document Practices	
Solicitation No. – N° de l'invitation T8080-190810	Date June 1, 2020
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME

SOLICITATION CLOSES – L'INVITATION PREND FIN at – à 02:00 PM (14:00 hrs) on – 13 July, 2020	Time Zone Fuseau horaire Eastern Standard Time (EST)
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RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Transport Canada
MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

**REQUEST FOR PROPOSAL/
DEMANDE DE PROPOSITION**

Proposal To: Transport Canada

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

Proposition aux: 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)

F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: natasha.blackstein@tc.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : (343) 550-2321	FAX No. – N° de FAX N/A
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Instructions : See Herein

Instructions: Voir aux présentes

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison propose
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
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

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1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments,

1.2 Summary

Transport Canada (TC) requires a Contractor to undertake research and analysis. The Contractor will investigate and assess a range of existing international regulations and practices on the use of the shipping document for dangerous goods shipments. The intent of this research and analysis is to identify best practices and potential opportunities to modernize the regulatory framework in Canada.

The Contractor will be responsible for identifying, describing, comparing, and analyzing the transport documentation (e.g. shipping document) practices of regions outside of Canada and for all modes of transport (road, rail, air marine).

The scope of work includes examining countries or regions outside of Canada with existing dangerous goods safety programs for road, rail, marine, and air transportation, including specific authorizations, such as special permits (USA) and multilateral agreements or guidelines (Europe);

At a minimum, the following countries must be included in the scan: France, Japan, Italy, the United States of America (U.S.), the United Kingdom (UK), Italy, Germany, South Korea, Singapore, Hong Kong, Taiwan, the Netherlands, and Australia.

•Note: Scan of Canadian practices is not to be included in scan

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.

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.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Transport Canada by the date, time and place indicated in 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:

- a. an individual;
- b. an individual who has incorporated;

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

- 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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 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 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying 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.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

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, 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

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Number	Criteria	Met/Not Met	Cross reference to proposal
M1	<p>The Bidder must propose and clearly identify, by name and role, resource(s) to complete the work described in the Statement of Work. The Bidder must describe the structure of the team and include a description of the role that each resource will undertake.</p> <p>At a minimum, the Bidder must propose a Principal Investigator (PI). The Bidder must submit an up-to-date résumé for each proposed member of the project team, including the PI.</p>		
M2	<p>The Bidder must demonstrate that the proposed PI has experience conducting quantitative or qualitative research in the area of international regulations or practises involving the safety of transportation.</p> <p>In order to meet this qualification, the proposed PI must have been the PI on a minimum of three (3) previous research projects completed within the last 10 years, from bid closing date, that involved quantitative and/or qualitative research and analysis in comparing international regulations or assessing the safety of transportation systems.</p>		

	<p>The Bidder must provide all relevant details for each project listed including but not limited to:</p> <ul style="list-style-type: none"> • Project title • Project start and end dates; • Description of the work, scope and purpose • Data collection and analysis methods; and • Proposed PI's roles and responsibilities. <p>Note: The experience of multiple resources cannot be combined to satisfy this criterion.</p>		
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4.1.1.2 Point Rated Technical Criteria

Rated Criteria

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Number	Criteria	Maximum Points	Cross reference to proposal
R1	<p>The Bidder should demonstrate using project descriptions (maximum 5) that the proposed project team has experience with a minimum of 2 projects concerning the following:</p> <ul style="list-style-type: none"> • international regulations • or practises involving safety of transportation <p>2 points for each project on international regulation up to a maximum of 10 points; 2 points for each project on transportation safety, up to a maximum of 10 points.</p>	20	
R2	<p>Work Plan</p> <p>The Bidder should provide a work plan that they would use to conduct the international scan and comparative analysis described in section 5.0 of the Statement of Work.</p> <p>The work plan should:</p> <ul style="list-style-type: none"> • Outline a clear project schedule aligned with the requirement described in the Statement of Work; Tasks, deliverables and estimates are logically organized where <ul style="list-style-type: none"> o Tasks that are dependent on other tasks are identified; o Tasks are relevant, feasible, logical and appropriate; • Identify which resource is doing which tasks, how much time and level of effort each task is expected to take, and when each task is scheduled to begin and end; • Clearly outline standard and typical assumptions made; and 	20	

	<ul style="list-style-type: none"> • Outline an effective method to manage and communicate variances to the proposed project plan as well as manage the review and approval process for modifying the baselines. <p>20 pts-The requirements are addressed in-depth, information provided demonstrates an understanding of all of the elements of the requirements described in section 5.0 of the Statement of Work</p> <p>15 pts - Information provided demonstrates understanding for most but not all of the elements of the requirements described in section 5.0 of the Statement of Work.</p> <p>10 pts - Information provided demonstrates understanding that is relevant to the requirements described in section 5.0 of the Statement of Work but does not demonstrate understanding for all elements</p> <p>0 points - Information provided does not address the criteria and / or does not demonstrates understanding that is relevant to the stated criteria/requirements described in the Statement of Work.</p>		
R3	<p>Approach and Methodology</p> <p>The Bidder should provide an approach and methodology that they would use to conduct the requirements in section 5.4 of the Statement of Work. The following will be evaluated:</p> <ol style="list-style-type: none"> a. Research approach demonstrates an understanding of the requirement described in Annex A - Statement of Work; (max 5 points) b. The application of best practices using methodologies, tools and approach to seek and analyse information in conducting the international scan; and (max 10 points) c. The degree to which the Bidder's proposed approach demonstrates a quality assurance process that can ensure that the conclusions developed are reasonable and evidence-based; and working papers are professionally cross-indexed. (max 5 points) <p>20 pts - The bidder provides a full methodology and approach that includes all aspects of a, b, and c to complete the requirements of section 5.4 of the Statement of Work</p> <p>16 pts – The bidder provides a methodology and approach that includes most aspects of a, b and c to complete the most of the requirements of section 5.4 of the Statement of Work.</p> <p>12 pts - The bidder provides a methodology and approach that includes some aspects of a, b and c to</p>	20	

	complete the some of the requirements of Section 5.4 of the Statement of Work. 0 pts -. The bidder provides a methodology and approach that does not includes aspects of a, b and c provides a methodology to complete the some of the requirements of Section 5.4 of the Statement of Work.		
Bonus	The bidder demonstrates that one or more proposed resource(s) are fluently bilingual in the second official language	2	
Total Maximum Available Points		/62	

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

SACC Manual Clause [A0027T](#) , Basis of Selection – Highest Combined Rating of Technical Merit and Price

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

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

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

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135

Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
Combined Rating		84.16	73.14	77.70
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

5.2.3.4.1 *SACC Manual* clause [A3010T](#) (2010-08-16), Education and Experience

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 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.

7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive .

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Transport Canada
Address: 330 Sparks Street
Floor 1 Ottawa, ON
K1A 0N5
Telephone: 343-550-2321
E-mail address: natasha.blackstein@tc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: *[to be provided upon contract award]*

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

7.5.3 Contractor's Representative

Name: _____

Title: _____

Telephone: ____-____-_____

E-mail address: _____

7.6 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment (Milestone)

For the Work described in the Statement of Work in Annex A

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract upon the following deliverables.

Item	Timeframe	Milestone
Kick-off Meeting	Within 10 days after contract is awarded;	-
Work plan	Within 1 month after contract is awarded;	5%
Survey	Within 2 months after contract is awarded;	5%
Evaluation Table of Benefits, and Drawbacks of International Transport Documentation Practices.	Within 4 months after contract is awarded;	20%
Draft Report	Within 5 months after contract is awarded;	20%
Presentation to TC	Within 7 months after contract is awarded;	10%
Final Report	Within 8 months after contract is awarded;	40%

7.7.4 Electronic Payment of Invoices – Contract

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

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

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:

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

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) 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)*).

ANNEX "A"

STATEMENT OF WORK

1.0 TITLE OF PROJECT

International Scan and Comparative Analysis of Dangerous Goods Shipping Document Practices

2.0 PURPOSE

Transport Canada (TC) requires a Contractor to undertake research and analysis. The Contractor will investigate and assess a range of existing international regulations and practices on the use of the shipping document for dangerous goods shipments. The intent of this research and analysis is to identify best practices and potential opportunities to modernize the regulatory framework in Canada.

3.0 BACKGROUND

The full definition of "shipping document" can be found under Section 1.4 of the *Transportation of Dangerous Goods Regulations* (TDGR). Simply put, it is a paper document that contains required information about dangerous goods being handled, offered for transport, or transported. The main purpose of the shipping document is to help first responders appropriately plan mitigation and response in the event of an incident by providing quick access to information on the dangerous goods being transported in the vehicle(s) involved. Shipping documents are not always required during transportation; for example, small quantities of lower risk dangerous goods (up to 150 kg) are allowed to be transported without the document.

It is the consignor's (shipper's) responsibility to produce shipping documents, which must be provided to the carrier before allowing him/her to take possession of the dangerous goods.

Given that electronic shipping documents are not currently permitted in Canada, a paper copy of the shipping document must accompany most dangerous goods at all times. Although the consignor may send electronic copies of the shipping document to the carrier, the carrier must print the shipping document before transport begins and keep a copy of the document in the vehicle while transporting the dangerous goods.

At minimum, the shipping document must contain:

- Consignor's name and address in Canada;
- Date of shipment;
- Description of the dangerous goods in the following order:
 - UN number (e. g. UN1230)
 - Dangerous goods shipping name (e.g., Methanol)
 - Primary class and subsidiary class (e.g., 3(6.1))
 - packing group in roman numerals (e.g., I, II or III)
- The quantity in metric measurement (e.g., kg or L) for transport originating in Canada;
- The "24-hour number" of an individual who can provide technical information on the dangerous goods;
- The consignor's certification.

4.0 SCOPE

The Contractor will be responsible for identifying, describing, comparing, and analyzing the transport documentation (e.g shipping document) practices of regions outside of Canada and for all modes of transport (road, rail, air, marine).

The scope of work includes examining countries or regions outside of Canada with existing dangerous goods safety programs for road, rail, marine, and air transportation, including specific authorizations, such as special permits (USA) and multilateral agreements or guidelines (Europe);

At a minimum, the following countries must be included in the scan: France, Japan, Italy, the United States of America (U.S.), the United Kingdom (UK), Italy, Germany, South Korea, Singapore, Hong Kong, Taiwan, the Netherlands, and Australia.

•Note: Scan of Canadian practices is not to be included in scan.

5.0 TASKS TO BE PERFORMED

1. Upon award of the contract, an initial kick-off meeting (either in person or via teleconference/ videoconference) will be held with the Technical Authority (TA) and select staff from TC to clarify the mandate and ensure a common understanding regarding the information to be gathered and the appropriate level of detail, given the objectives and requirements of the project.
2. Participate in teleconference/videoconference calls every two weeks with TC to provide progress updates.
3. Conduct a scan and comparative analysis of the strengths and weaknesses of shipping document requirements and practices of other countries or regions outside of Canada with dangerous goods safety programs. This study will serve as a resource for TC and will be used in the development of recommendations for improving shipping document requirements within the TDGR.
4. At a minimum, the following questions must be answered:
 - Which countries or regions require a paper shipping document when transporting dangerous goods? What are their relevant legislations including acts, regulations and authorizations?
 - Of these countries, what are the requirements? What information must be displayed on the shipping document? Where must the shipping document be located?
 - Of these countries, which countries require the following information on the shipping document:
 - Consignor's name and address in Canada;
 - Date of shipment;
 - Description of the dangerous goods in the following order:
 - UN number (e.g. UN1230);
 - Dangerous goods shipping name (e.g. Methanol);
 - Primary class and subsidiary class (e.g. 3(6.1)), with the compatibility group letter, following the primary class, for explosives;
 - If applicable, the packing group in roman numerals (e.g. I, II. or III);
 - If applicable, the words "toxic by inhalation" or "toxic – inhalation hazard" for dangerous goods subject to Special Provision 23.
 - The quantity in metric measurement (e.g. kg or L) for transport originating in Canada;
 - For Class 1, Explosives, the quantity must be expressed in net explosives quantity (NEQ) in kg. For explosives subject to Special Provision 85 or 86, it must be expressed in number of articles or NEQ.
 - The "24-hour number" of an individual who can provide technical information on the dangerous goods being transported;
 - The consignor's certification
 - Which countries allow electronic shipping documents? Of these countries, what are the specific requirements associated with using electronic shipping documents?
 - Which countries do not require a shipping document? Of these countries, what other requirements exist?
 - For regions requiring documentation in the form of paper, where and how should the shipping document be stored when the dangerous goods are left in an unsupervised area?
 - Are there any safety concerns regarding the use of electronic shipping documents?

- Who are the key players involved in emergency response for each region?

5. Prepare written reports for TC documenting the approach taken for the study, including the questions used, the methodology, findings, recommendations, and strategies to improve the performance of the shipping document.
6. Prepare a presentation for TC summarizing the approach, key findings, and limitations of the study.

6.0 DELIVERABLES

The contractor must complete and submit the following deliverables:

1. **Kick-off Meeting** with TC to discuss scope, objectives of project.
2. **Work plan** that includes objectives, approach, process, results, roles and responsibilities, and any logistical preparation. The work plan will include a draft table of contents and detailed methodology that will ensure objectives are aligned and allows for a thorough review of expected timelines.
3. **Survey** to be developed in consultation with TC which will be sent to other countries or regions outside of Canada.
4. **Evaluation Table of Benefits and Drawbacks of International Transport Documentation Practices.** The Consultant will provide a table summarizing and evaluating the benefits and drawbacks of the practices employed by the areas researched.
5. **Draft Report.** The Consultant will provide a draft report; which will include an overview of the context, a description of the methodology used in the study, and an analysis resulting from the research undertaken (literature review, stakeholder interviews, etc). The report must include detailed information on shipping document best practices found in select regions, the key elements of their frameworks based on these findings, and an explanation of how the key elements could apply to the Canadian context. Additionally, the draft must respond to the items identified in the project details (section 6.0) of this statement of work. Following the receipt of the draft report, Transport Canada will provide feedback to the Consultant, assessing how well the draft corresponds to the Scope of Work and Project Details.
6. **Final Written Report.** The final written report will include the same content as the draft report and incorporate Transport Canada's feedback on the draft report. The final report must be provided in both official languages.
7. **Presentation** to Transport Canada. The Contractor will attend a meeting and present their findings and recommendations to Transport Canada. The Contractor will also provide Transport Canada with an electronic copy of the presentation.

7.0 REPORTING REQUIREMENTS

All reports must be delivered in electronic format using the most appropriate format of a) through c), listed below:

- a) Microsoft Word
- b) Microsoft Excel
- c) Microsoft PowerPoint

8.0 METHODOLOGY

The Contractor is expected to use qualitative and quantitative research methods to investigate shipping documentation practices of other countries or regions outside of Canada. This includes surveys,

interviews, and literature reviews, including government documents, news releases, and other publications.

In consultation with TC, the consultant will develop a questionnaire to be sent to international counterparts of TC.

9.0 DELIVERABLE TIMELINES

Due dates listed below are tentative and will be agreed upon at the kick-off meeting, which must be held within 10 business days of contract award

Item	Timeframe
Kick-off Meeting	Within 10 days after contract is awarded;
Work plan	Within 1 month after contact is awarded;
Survey	Within 2 months after contract is awarded;
Evaluation Table of Benefits, and Drawbacks of International Transport Documentation Practices.	Within 4 months after contract is awarded;
Draft Report	Within 5 months after contract is awarded;
Presentation to TC	Within 7 months after contract is awarded;
Final Report	Within 8 months after contract is awarded;

10.0 SECURITY

There is no security applicable to the requirement.

11.0 LOCATION OF WORK

The Consultant will complete the required work from their own work location.

12.0 CONFIDENTIALITY OF INFORMATION

The Consultant must not divulge any information or knowledge obtained concerning the federal government's considerations or intentions with respect to the subjects at hand. The Consultant must also keep confidential the contents of all correspondence with TC, as well as any information and/or material directly or indirectly related to all tasks.

13.0 TRANSPORT CANADA OBLIGATIONS

TC will provide the consultant with:

- guidance on the objectives of the international scan and comparative analysis
- provide comments on draft reports within ten (10) working days
- will email a link to the survey to its international counterparts
- provide other assistance or support as necessary.

14.0 CONTRACTOR'S OBLIGATIONS

Unless otherwise specified, the contractor shall use their own equipment and software for the performance of this Statement of Work.

15.0 LANGUAGE OF WORK

Contractor must be able to communicate fluently in English.

16.0 TRAVEL

No travel required

17.0 EXPECTED START AND COMPLETION DATE

The services of the Contractor will be required from date of award to March 31st, 2021.

ANNEX "B"

BASIS OF PAYMENT

Professional Services and Associated Costs

The Contractor shall tender an all-inclusive fixed price for the conduct of all work as described in the Statement of Work.

The price quoted includes all expenses that incurred in providing the services such as profit, overhead, administrative costs, equipment and materials

For the contract period from contract award to March 31, 2021

An all-inclusive fixed price of: \$ _____ + GST/HST

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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