

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

[Natasha.blackstein@tc.gc.ca](mailto:Natasha.blackstein@tc.gc.ca)

**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.

<b>Title – Sujet</b>	
Emergency Response Study on the Role of the Shipping Document for Dangerous Goods Incidents	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
T8080-190811	June 2, 2020
<b>Client Reference No. – N° référence du client</b>	
T8080-190811	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à</b> 02 :00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)
<b>on – le</b> July 20, 2020	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
<b>Natasha Blackstein</b>	
<b>Area code and Telephone No. Code régional et N° de téléphone</b>	<b>Facsimile No. / e-mail N° de télécopieur / courriel</b>
343-550-2321	<a href="mailto:natasha.blackstein@tc.gc.ca">natasha.blackstein@tc.gc.ca</a>
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction</b>	
National Capital Region	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

<b>Delivery required -Livraison exigée</b>	<b>Delivery offered -Livraison proposée</b>
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) <b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>e-mail - courriel</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

## **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 use of shipping documents during accidents involving dangerous goods/hazardous materials, in accordance with 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://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) by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 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 separate sections as follows:**

Section I: Technical Bid (one soft copy)

Section II: Financial Bid (one soft copy)

Section III: Certifications (one soft 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 use a numbering system that corresponds to the bid solicitation in the preparation of their bid:

#### **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 will evaluate the bids.

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## 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 Shipping Documents for Dangerous Goods;
2. The Objectives, Approach and Methodology proposed for completing the work;
3. A Data Collection Plan, and,
4. A Gantt chart showing activities and milestones.

#### 1.2 Project 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 for each Project Team member.

**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
<b>MT-1</b>	The bidder must propose a Project Lead and any additional team members. The bidder must provide a detailed CV and copies of the team members' CV, education credentials, and any professional certifications.		
<b>MT-2</b>	<p>The bidder must propose a Project Lead (Senior Engagement Specialist) that has completed one (1) project (supported by a project summary as detailed below) within the last five (5) years in emergency response, emergency preparedness, hazardous materials, or transportation specific to at least one of the following: Public and stakeholder engagement, environmental scans that included options and recommendations for addressing gaps and vulnerabilities; and/or Strength Weaknesses Opportunities Threats (SWOT) analysis, or gap analyses;</p> <p>*Please note that the experience must NOT have been obtained as part of academic training.</p> <p>Project summary/ies must include: The name of the client; The partners and stakeholders involved; The start and end dates of the project; Objectives of analysis clearly articulated; A brief description of the scope/complexity of the project; The roles and responsibilities of the proposed resource; The methodology(ies) used; Recommendations clearly articulated and linked to objectives; The direct involvement (roles and responsibilities) of the resource.</p>		
<b>MT-3</b>	<p>The bidder must demonstrate how they intend to address and complete all of the tasks in the Statement of Work.</p> <p>The bidder must provide a detailed workplan that includes: The name(s) and category(ies) of the resource(s) who will be responsible for completion of the tasks; The anticipated schedules for each task; The proposed methodology for completing the tasks involved with each phase of the Statement of Work; Identification of possible risks, problems, issues and mitigation strategies for each (e.g. delays, etc.); Quality assurance (QA) procedures;</p>		



**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.

<b>Point Rated Technical Criteria</b>		<b>Maximum points available</b>	<b>Score</b>
<b>RT-1</b>	<p>The bidder should propose a Project Lead that has completed at least one of the following: public engagement projects, environmental scans, gap analysis, and/or analyses within the last five (5) years required as specified in M2.</p> <p>To demonstrate, the bidder must provide detailed project summaries for work completed.</p> <p>Project summaries should include:            The name of the client; the partners and stakeholders involved; the start and end dates of the project; a brief description of the scope/complexity of the project; the roles and responsibilities of the proposed resource; the methodology(ies) used; objectives of analysis clearly articulated; and interpretation of data collected.</p> <p>Points Allocation:            1 point for each public engagement project up to a maximum of 5;            1 point for each environmental scan up to a maximum of 5;            1 point for each gap analysis up to a maximum of 5;            1 point for each SWOT analysis up to a maximum of 5.</p>	20	
<b>RT-2</b>	<p>The Bidder must provide a work plan of how they intend to conduct the work outlined in the SoW. The following factors will be considered in the assessment of the work plan (the work plan may be provided in table format):</p> <ul style="list-style-type: none"> <li>• Description of how each task will be completed (5 points);</li> <li>• Timelines for the completion of each task (5 points);</li> <li>• Anticipated level of effort for each task in person days (5 points);</li> <li>• Arrangements for meeting reporting deadlines and requirements (5 points).</li> </ul> <p>No financial information is to be included in the work plan. Work plans with financial information will be considered non-compliant.</p> <p>Up to five (5) points will be awarded for the demonstration of each of the above factors to a maximum of twenty (20) points.</p> <p>5 points = Descriptions, methodology, timelines, and anticipated level of effort in person days is provided for each task. The anticipated level of effort demonstrates a good understanding of the SOW Requirements. Arrangements have been outlined for meeting reporting deadlines and requirements.</p> <p>4 points = Descriptions, methodology, timelines for each task have been provided and the anticipated level of effort is expressed in person days demonstrates an understanding of the Requirements. Arrangements have been outlined for meeting</p>	20	

	<p>most of the reporting deadlines and requirements.</p> <p>3 points = Some descriptions, methodologies and timelines for completing each task have been provided. The anticipated level of effort is expressed in person days and demonstrates some understanding of the SOW Requirements. Arrangements have been outlined for meeting some of the reporting deadlines and requirements.</p> <p>2 points = Vague descriptions, methodologies and timelines for completing each task have been provided and the level of effort for the completion of each task has not been provided. The arrangements made for meeting reporting deadlines and requirements do not meet the timelines of the client.</p> <p>1 point = Descriptions and timelines have only been provided for the completion of some tasks and the level of effort for the completion of each task has not been provided. Arrangements for meeting the reporting deadlines and requirements have not been provided.</p> <p>0 points = None of the factors to be assessed in the workplan have been demonstrated.</p>		
<p><b>RT-3</b></p>	<p>The proposal recognizes possible:          strengths,          challenges,          risks,          opportunities, and          proposes innovative, efficient and feasible solutions.</p> <p>Point allocation: 2 points for each one of the above addressed in the Proposal.</p>	<p>10</p>	
<p style="text-align: right;"><b>Technical Score          (Maximum = 54)</b></p>			

**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.

<b>Pricing Schedule</b>	
	<b>Firm Lot Price</b>
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**

**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
  - c) **meet a minimum technical Score of 70% or 174.3 points.**
2. Bids not meeting (a) (b) or (c) 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%)**

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

#### 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 use of the shipping document during accidents involving dangerous goods/hazardous materials.

### 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, 2021, 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

Natasha Blackstein  
Procurement Specialist  
275 Sparks Street,  
Ottawa ON K1A 0N5  
Phone: 343-550-2321  
E Mail: [natasha.blackstein@tc.gc.ca](mailto:natasha.blackstein@tc.gc.ca)

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

#### 6.5.4 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 in accordance with the Basis of Payment attached as Annex B

##### 6.7.2 Method of Payment

Contractor shall be paid the following amounts following completion of the associated Milestone submission of satisfactory invoices, as detailed in Article 6.7.3 below.

#	Milestone	Target Completion Date	Milestone Payment
1	Kick-off Meeting	One week after contract is awarded	
2	Submission and Acceptance of Updated Workplan	Two weeks after contract is awarded	5%
3	Submission and Acceptance of Data Collection Plan	Four weeks after contract is awarded	10%
4	Submission and Acceptance of Overview report of dangerous goods	Four months after contract is awarded	10%

	emergency response		
5	Submission and Acceptance of Assessment report on the current use of the shipping document;	Four months after contract is awarded	10%
6	Submission and Acceptance of Report on the technological Capabilities of First Responders;	Four months after contract is awarded	10%
7	Submission and Acceptance of Report on potential complications and potential advantages of electronic shipping documents;	Four months after contract is awarded	10%
8	Submission and Acceptance of 1 <sup>st</sup> Draft of Report	Five months after contract is awarded	15%
9	Submission and Acceptance of 2 <sup>nd</sup> Draft of Report	One month after feedback is received from TC	15%
10	Submission and Acceptance of Final Report	One month after feedback is received from TC	10%
11	Completion and acceptance of all work	One month after feedback is received from TC	5%

**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 *(to be inserted at time of Contract Award)*.

## 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) Annex B Basis of Payment
- (f) The Contractor's bid dated \_\_\_\_\_

## ANNEX A STATEMENT OF WORK For

### 1.0 Title

Emergency Response Study and report on the role of the shipping document for dangerous goods incidents

### 2.0 Objective

Transport Canada's Transportation of Dangerous Goods (TDG) Directorate has a requirement for a study on the use of the shipping document during accidents involving dangerous goods/hazardous materials.

The objective of the study is to:

- Confirm the purpose and roles of the shipping document with First Responders
- Sample First Responders on potential complications and potential advantages of electronic shipping documents as an alternative to paper shipping documents.
- Assess the use of the shipping document
- Identify the problems encountered by paper shipping documents and how they could be addressed by electronic shipping documents
- Identify potential complications and potential advantages of electronic shipping documents.
- Assess the IT capabilities for First Responders to access information electronically

### 3.0 Background

The full definition of "shipping document" can be found under Section 1.4 of the TDG Regulations, however, simply put, it is a paper document that contains required information about the 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 analysis must:

- focus on all dangerous goods incidents in Canada over the last three years (minimum), although the last five years would be ideal
- include the following stakeholders, in order of priority: firefighters (including volunteer firefighters), police, paramedics; as well employees working in airports, ports, etc. that act as First Responders in emergency situations.
- include all modes of transportation (road, rail, marine, air).
- include representation from every province and territory
- include representation from urban, rural, and remote and isolated areas
- include representation of First Nations First Responders

Components of analysis:

- 1) Overview of Dangerous Goods emergency response in relation to the shipping document
- 2) Assessment of the current use of the paper shipping document
- 3) Technological capabilities of First Responders
- 4) Potential complications and potential advantages of electronic shipping documents

#### **5.0 Tasks to be Performed**

1. Upon award of the contract, an initial kick-off meeting will be held (either in person or via teleconference/videoconference) 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. Based on comments provided by TC, the Contractor shall submit an updated work plan that includes a data collection plan.
3. The Contractor shall participate in teleconference/videoconference calls every two weeks with TC to provide progress updates.
4. The Contractor shall conduct a study on emergency response and the shipping document that will serve as a resource for TC in making recommendations for modernizing the TDGR with respect to shipping documents. In consultation with TC, prepare a detailed information gathering strategy for collecting key information on emergency response needs, challenges, and practices, with a focus on the shipping document. Questionnaires must be reviewed by TC Public Opinion Research and Consultations unit prior to launch to ensure questions are not opinion based. The Supplier will develop consultation tools and conduct interviews to collect information for the following.
  - 4.1 Identify, research, and document current practices in emergency response with respect to dangerous goods incidents, through a combination of surveys and interviews. At a minimum, the following questions must be answered:
    - 4.1.1 What are the different steps involved in responding to a dangerous goods incident?
    - 4.1.2 How are responses developed for dangerous goods incidents?
    - 4.1.3 What is the frequency of evacuations and road closures due to dangerous goods incidents? What is the decision making process for closing a road and evacuating an area? How can road closures and evacuations be reduced?
    - 4.1.4 What are the critical sources of information in an emergency response? How is this information found? Were you able to find this information easily? If this information is not easily found, why wasn't it easily accessible?
    - 4.1.5 How does emergency response differ between dangerous goods incidents and non-dangerous goods incidents?
    - 4.1.6 How does emergency response differ between urban areas and remote areas with no cellular reception?
    - 4.1.7 What is the frequency of First Responders responding to dangerous goods incidents on an annual basis by province and by municipality?
    - 4.1.8 What is the frequency and locations of dangerous goods incidents responded to by volunteer fire fighters?
    - 4.1.9 What is the frequency and location of dangerous goods incidents where the driver is unavailable at the scene of the incident when First Responders arrive? By province, what is the proportion of dangerous goods incidents where the shipping document was not available? By province, what is the proportion of dangerous goods incidents where the driver is not available?

- 4.1.10 On average, how many First Responders receive dangerous goods training in each province? What level of training did they receive? In each province, which areas are not supported by teams specialized in dangerous goods?
- 4.1.11 What areas in Canada are not covered by any fire services?
- 4.2 Identify, research, and document the current use of shipping documents by First Responders through a combination of interviews or surveys. At a minimum, the following questions must be answered:
  - 4.2.1 How many times have you used the shipping document? How did you use them and what role did the shipping document play in responding to dangerous goods incidents?
  - 4.2.2 What is the relative ranking of importance of each element of the shipping document? What elements are the most important? Are there any elements that serve no use?
  - 4.2.3 What types of problems associated with the shipping documents have First Responders encountered?
  - 4.2.4 How or where are First Responders able to quickly find paper shipping documents?
  - 4.2.5 When a shipping document was missing, how did you respond?
  - 4.2.6 Is there any information missing from the shipping document?
- 4.3 Identify, research, and document the technological capacity of First Responders through a series of surveys and interviews. At a minimum, the following questions must be answered:
  - 4.3.1 What technologies (e.g. devices, etc.) are available to First Responders, including volunteer firefighters?
  - 4.3.2 What technological advancements have been made to emergency response and are there any upcoming trends in emergency response that can be foreseen?
  - 4.3.3 Where are First Responders lacking internet and cellular coverage?
- 4.4 Identify, research, and document the potential complications and advantages on the use of electronic shipping documents. At a minimum, the following questions must be answered:
  - 4.4.1 How could electronic shipping documents provide First Responders with faster access to the information they need?
  - 4.4.2 What complications could arise in your work with the adoption of electronic shipping documents?
  - 4.4.3 In what ways has CANUTEC provided further assistance without the use of electronic shipping documents?
  - 4.4.4 What technological and regulatory requirements would be necessary for the successful use of electronic shipping documents?
- 4.5 Develop recommendations for the safe and efficient implementation of the electronic shipping document in Canada, including emergency response practices, technological capacity as well as acceptability, for all modes and every region across the country including First Nations Community
5. The Contractor shall 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. The Contractor shall prepare a presentation for TC summarizing the approach and key findings 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.
3. Data Collection Plan (which is part of the work plan) that documents the methodology, a list of first responder organizations to contact, and a list of survey questions. The data collection plan must include a number of different methods to collect data, such as surveys, interviews, the names of emergency response organizations to be contacted. Participants must be given different options for participating (phone conversation, online survey, etc). The data collection plan must include First Responders representing both urban and rural areas, as well as First Nation groups (a minimum of three is preferred). A minimum of 1,060 firefighters, 200 police, and 50 paramedics in Canada must be consulted with 50% representation of those

serving rural and remote areas. All provinces and territories must be represented in this study. In addition, the provinces of Alberta, Ontario, Saskatchewan, British Columbia, Quebec must represent at least 70% of the responses.

4. Overview report of dangerous goods emergency response; including summary of data collected including a list of participants, response rate, summary of responses.
5. Assessment report on the current use of the shipping document; including summary of data collected, a list of participants, response rate, summary of responses.
6. Report on the technological Capabilities of First Responders; including summary of data collected, a list of participants, response rate, summary of responses.
7. Report on potential complications and potential advantages of electronic shipping documents; including summary of data collected, a list of participants, response rate, summary of responses.
8. Final draft report, including the following sections at a minimum:
  - Introduction
  - Methodology
    - Survey Questions
    - Survey results (statistics, graphs, list of participants, etc)
    - Interview Methodology
    - Interview Results
  - Findings
    - Key First Responder Profiles
    - Overview of emergency response in Canada
    - Assessment of the use of shipping document
    - Assessment of IT capabilities of First Responders in Canada
    - Research gaps, limitations, uncertainties
  - Recommendations
  - References

This study will not be an analysis of general emergency response, as it must focus on the use of the shipping document in emergency response.

9. Second draft report that addresses feedback from TC on the draft report
10. Final report that addresses feedback from TC on the 2<sup>nd</sup> draft report
11. Presentation for TC that summarizes the approach and key findings of the environmental scan and analysis

**7.0 Timeframe and Delivery Dates**

<b>Milestone #</b>	<b>Name</b>	<b>Target for Completion</b>
1	Kick-off Meeting	One week after contract is awarded
2	Updated Workplan	Two weeks after contract is awarded
3	Data Collection Plan	Four weeks after contract is awarded
4	Overview report of dangerous goods emergency response	Four months after contract is awarded
5	Assessment report on the current use of the shipping document;	Four months after contract is awarded
6	Report on the technological Capabilities of First Responders;	Four months after contract is awarded

7	Report on potential complications and potential advantages of electronic shipping documents;	Four months after contract is awarded
8	1 <sup>st</sup> Draft of Report	Five months after contract is awarded
9	2 <sup>nd</sup> Draft of Report	One month after feedback is received from TC
10	Final Report	One month after feedback is received from TC
11	Presentation to TC	One month after feedback is received from TC
	Status reports	Ongoing

**8.0 Method and Source of Acceptance**

The quality, content, format, and detail of the deliverables must be to the satisfaction of T C’s technical authority. Each deliverable must be certified to be in accordance with the terms of the contract. If any deliverable is not to the satisfaction of the technical authority, TC may reject or require corrections to the deliverable and hold payment. In addition, if at any point in time a deliverable is not to the satisfaction of the Project Authority, TC may direct the contractor to undertake activities necessary to improve that deliverable until it is deemed acceptable by TC.

**9.0 Contractor’s Obligations**

In addition to the obligations outlined elsewhere in the Contract and Statement of Work, the Contractor and their resource(s) shall:

- Keep all documents and proprietary information confidential;
- Attend meetings with stakeholders, if necessary;
- Participate in videoconferences or teleconferences, as needed;
- Attend meetings at TC sites if required;
- Maintain all documentation in a secure area

**10.0 Transport Canada’s Obligations**

Transport Canada will provide support in the following areas:

- Respond to questions about the deliverables, style, format, etc.
- Act as the point of contact for any technical questions and comments
- Provide relevant documentation
- Notify select stakeholders of the contractor’s role in conducting the analysis
- Assist in providing names of First Responders, where possible
- Review questions to be asked
- Provide background knowledge on the shipping document requirements

**11.0 Language of Work**

The proposed resource must have the bilingual capacity to conduct consultations with stakeholders in the official language of their choice.

The surveys and interviews must be conducted in both official languages when necessary. For example, consultation with stakeholders in Quebec must be done in French. It is the responsibility of the contractor to translate the questionnaire or to follow up by telephone in French when necessary.

The draft report must be submitted in English; however the final deliverables must be submitted in both English and French.

**12.0 Terminology**

CANUTEC: Canadian Transport Emergency Centre operated by the Transportation of Dangerous Goods (TDG) Directorate of Transport Canada, which offers 24/7 advisory services.

First Responder: for the purposes of this document, refers to firefighters, police and paramedic

Shipping document: often referred to as manifest, shipping papers, bill of lading, transportation document

TC: Transport Canada

TDG: Transportation of Dangerous Goods

**13.0 Reference Documents**

TDG regulations – <https://www.tc.gc.ca/eng/tdg/clear-tofc-211.htm>

TDG Bulletin – Shipping Documents - <https://www.tc.gc.ca/eng/tdg/page-1288.html>



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**ANNEX B**

**BASIS OF PAYMENT**

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.

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