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| Title – Sujet Design, Facilitation, and Evaluation of exercises for testing electronic shipping documents for all modes. | |
| Solicitation No. – N° de l'invitation T8080-200137 | Date June 30, 2020 |
| Client Reference-1 No. – N° référence du client - | |
| GETS Reference No. – N° de référence de SEAG - | |
| File No. – N° de dossier | CCC No. / N° CCC - FMS No. / N° VME |

| | |
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| SOLICITATION CLOSES – L'INVITATION PREND FIN at – à 02:00 PM (14:00 hrs) on – August 12, 2020 | Time Zone Fuseau horaire Eastern Daylight Time (EDT) |
|--|---|

RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À:**

Natasha.blackstein@tc.gc.ca

**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 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

Comments - Commentaires

Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution

Transport Canada
330 Sparks Street
Ottawa, Ontario
K1A 0N5

| Delivery required - Livraison exigée See Herein | Delivered Offered – Livraison proposée |
|--|---|
| 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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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Transportation of Dangerous Goods (TDG) Directorate within Transport Canada (TC) requires the services of a contractor to conduct exercises to simulate the use of electronic shipping documents during emergency scenarios involving dangerous goods/hazardous materials.

Between 2020 and 2022, TC is leading a regulatory sandbox that will allow selected companies to test their capacity to provide dangerous goods information electronically to first responders during an emergency. To appropriately assess feasibility and safety considerations, TC will hold up to a total of five exercises in the form of drills with select carriers and first responders. These exercises will be split across each region of Canada (Pacific, Prairie & Northern Region, Ontario, Quebec, Atlantic) and across every mode of transportation (road, rail, port and airport).

1.2 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Natasha Blackstein at natasha.blackstein@tc.gc.ca by the date and time and place indicated on page 1 of the bid solicitation in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Transport Canada 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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.

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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 a project team with at least the following: Project Manager, Exercise Manager, an Exercise and Logistics Support. *A team can have more than one exercise manager or the Project Manager can also act as the Exercise Manager.</p> <p>The bidder must provide detailed CVs of the team members, which includes education credentials and any professional certifications.</p> | | |
| M2 | <p>The bidder must demonstrate that the resource proposed as the Project Manager has managed three exercise projects within the last three years that:</p> <ul style="list-style-type: none"> - were budgeted at more than \$20,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable) and <p>For all experience cited, the following information must be identified:</p> <ul style="list-style-type: none"> ▪ The name of the client organization to whom the services were provided; ▪ The name, telephone number, and, if applicable, the email address of a representative of the client; ▪ A brief description of the exercises and associated objectives; ▪ The dates and duration of the work (including the years/months of engagement and the start/end dates of the work). <p>*References are only to be contacted to validate the information provided in the bidder's proposal</p> | | |
| M3 | <p>The bidder must demonstrate that the resource proposed as the Exercise Manager must have</p> | | |

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| | <p>experience in:</p> <ul style="list-style-type: none">- <u>Facilitating</u> at least 3 exercises, with at least 1 related to transport emergencies, and that were budgeted at more than \$20,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable).- <u>Designing</u> at least 3 exercises focused , with at least 1 related to transport emergencies, and that were budgeted at more than \$20,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable).- <u>Writing</u> after action reports for at least 3 exercises, with at least 1 related to transport emergencies, and that were budgeted at more than \$20,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable);- Providing or overseeing the provision of the following items for at least 2 exercises: accommodations, hospitality, transportation, logistics, registration of participants.- Providing or overseeing the provision of safety-related activities, such as conducting safety briefings, monitoring and assessing hazardous and unsafe situations, and developing measures to assure personnel safety, for at least 2 exercises. <p>For all experience cited, the following information must be identified:</p> <ul style="list-style-type: none">▪ The name of the client organization to whom the services were provided;▪ The name, telephone number, and if applicable, the email address of a representative of the client;▪ A brief description and objectives of the exercises;▪ The dates and duration of the work (including the years/months of engagement and the start/end dates of the work). | | |
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| | <p>*References are only to be contacted to validate the information provided in the bidder's proposal</p> | | |
| M4 | <p>The bidder must demonstrate that the resource proposed as Exercise Logistics and Support must:</p> <ol style="list-style-type: none"> have at least three (3) years of experience in coordinating the logistics and support required for events comparable* to the Exercises described in this contract. have coordinated events with participants from either: more than one (1) province or territory; or more than one (1) country; or both; have coordinated events with a minimum of twenty (20) participants; and have coordinated the provision of two (2) or more of the following: accommodations, hospitality, transportation and registration of participants. <p>*Comparable events could include those lasting multiple days with multiple groups of participants, in which the participants are demonstrating something or participating in an organized group activity;</p> <p>**Please note that the experience must NOT have been obtained as part of academic training.</p> <p>For all experience cited, the following information must be identified:</p> <ul style="list-style-type: none"> ▪ The name of the client organization to whom the services were provided; ▪ The name, telephone number, and if applicable, the email address of a representative of the client; ▪ A brief description and objectives of the exercises; ▪ The dates and duration of the work (including the years/months of engagement and the start/end dates of the work). <p>*References are only to be contacted to validate the information provided in the bidder's proposal.</p> | | |
| M5 | <p>The Bidder must demonstrate that the Exercise Manager, the Exercise Logistics and Support, and at least one (1) other member of the team have the capacity to work within both official languages of Canada. As per section 14.0 of the SOW:</p> <p>The Bidder must provide a minimum of two (2) previous project references that can attest to the resource(s) ability to exercise this capacity through the following:</p> <ol style="list-style-type: none"> Name, phone number and email address of | | |

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| | reference; b) Start/end date of resources' experience; c) Name of project and description of the work involved, including how it meets the tasks required in the Statement of Work. | | |
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4.1.1.2 Point Rated Technical 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 summaries, that the resource proposed as the Project Manager has completed three exercise projects within the last three years that:</p> <ul style="list-style-type: none"> - were budgeted at more than \$20,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable), and; - were specific to emergency preparedness, exercises development, or emergency response: <p>Project summaries should include:</p> <ul style="list-style-type: none"> • the name of the client; • the partners and stakeholders involved; • the start/end dates of the project; • a brief description of the scope/complexity of the exercise; • the roles and responsibilities of the proposed resource; • the methodology(ies) used; and recommendations. <p>Point allocation: 1 point for each exercise, up to a max of 5 points</p> | 5 | |
| R2 | <p>The Bidder should demonstrate using project summaries that the resource proposed as an Exercise Manager has experience:</p> <ul style="list-style-type: none"> - facilitating at least 3 exercises, with at least 1 related to transport emergencies, and that were budgeted at more than \$20,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable). <p>*1 point for each additional exercise, up to a max of 5 points</p> | 25 | |

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|----|--|----|--|
| | <ul style="list-style-type: none"> - designing at least 3 exercises focused on first responders, with at least 1 related to transport emergencies, and that were budgeted at more than \$10,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable). <p>*1 point for each additional exercise, up to a max of 5 points</p> <ul style="list-style-type: none"> - writing after action reports for at least 3 exercises, with at least 1 related to transport emergencies, and that were budgeted at more than \$10,000 (including professional fees, direct expenses, travel and living expenses, and any other project-related revenues, as applicable); <p>*1 point for each additional exercise, up to a max of 5 points</p> <ul style="list-style-type: none"> - providing or overseeing the provision of the following for at least 2 exercises: accommodations, hospitality, transportation, logistics, registration of participants, <p>*1 point for each additional exercise, up to a max of 5 points</p> <ul style="list-style-type: none"> - providing or overseeing the provision of safety-related activities, such as conducting safety briefings, monitoring and assessing hazardous and unsafe situations, and developing measures to assure personnel safety, for at least 2 exercises. <p>*1 point for each additional exercise, up to a max of 5 points</p> <p>Project summaries should include:</p> <ul style="list-style-type: none"> • 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 exercise; • the roles and responsibilities of the proposed resource; • the methodology(ies) used; and recommendations. | | |
| R3 | The Bidder must provide a work plan, which details 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 | 20 | |

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| | <p>may be provided in table format):</p> <ul style="list-style-type: none"> • Description of how each phase will be completed (5 points max); • Timelines for the completion of each phase (5 points max); • Anticipated level of effort for each task in person days (5 points max); • Arrangements for meeting reporting deadlines and requirements (5 points). No financial information is to be included in the work plan. Work plans with financial information will be considered non-compliant. <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 an 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 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 understanding of the SOW Requirements. Arrangements have been outlined for meeting some of the reporting deadlines and requirements.</p> <p>2 points = 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> | | |
| R3a | <p>The proposed workplan recognizes possible:</p> <ul style="list-style-type: none"> - strengths, - challenges, - risks, - opportunities, and - proposes efficient and feasible solutions. <p>Point allocation: 2 points for each one of the above addressed in the Proposal.</p> | 10 | |
| Total for all point rated criteria | | /60 | |

4.2 Basis of Selection

4.2.1 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;
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 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 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability

5.2.3.4 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[G1005C](#) (2016-01-28) Insurance - No Specific Requirement, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Transport Canada
Address: 275 Sparks Street

Ottawa, Ontario K1A 0N5
Telephone: 343-550-2321
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.

6.5.2 Project Authority

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

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

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.2 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.

6.7.3 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.

| # | Milestone for | Completion Date | Milestone Payment |
|--------------------|--|---|-------------------|
| 1 | Kick-off Meeting | One week after contract is awarded | - |
| 2 | Submission and acceptance of updated work plan | 2 weeks after contract is awarded | -% |
| For each exercise: | | | |
| 3 | Submission and acceptance of 1 st Draft Exercise Design | 1 month after contract is awarded | 20% |
| 4 | Delivery of exercise | Date(s) to be provided by TC | 50% |
| 5 | Provide draft AAR | 30 days after the end of the exercise | 20% |
| 6 | Provide final AAR | 20 days after receipt of comments from TC | 10% |

6.7.4 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)

6.8 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.

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.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions G1005 (2016-01-28) Insurance - No Specific Requirement
- (c) the general conditions 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____: “, 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

Design, Facilitation, and Evaluation of exercises for testing electronic shipping documents for all modes.

2.0 Objective

The Transportation of Dangerous Goods (TDG) Directorate within Transport Canada (TC) requires the services of a contractor to conduct exercises to simulate the use of electronic shipping documents during emergency scenarios involving dangerous goods/hazardous materials.

Between 2020 and 2022, TC is leading a regulatory sandbox that will allow selected companies to test their capacity to provide dangerous goods information electronically to first responders during an emergency. To appropriately assess feasibility and safety considerations, TC will hold up to a total of five exercises in the form of drills with select carriers and first responders. These exercises will be split across each region of Canada (Pacific, Prairie & Northern Region, Ontario, Quebec, Atlantic) and across every mode of transportation (road, rail, port and airport).

The objective of the drills is to evaluate the Strengths, Weaknesses, Opportunities and Threats (SWOT) of the use of an electronic shipping document in lieu of the paper version. This will involve testing various implementation strategies and functionalities proposed by carriers through the development of scenarios that simulate anticipated releases of dangerous goods that would trigger the deployment of first responders at the scene. These drills will be specifically designed to evaluate elements of using electronic shipping documents in place of paper shipping documents and will allow TC to collect evidence for future rulemaking.

3.0 Background

TC has launched a regulatory sandbox project on electronic shipping documents to study the feasibility and safety considerations of permitting electronic shipping documents (e-shipping documents) as an alternative to physical paper shipping documents in the Transportation of Dangerous Goods Regulations (TDGR). The goal of the regulatory sandbox is to evaluate whether an equivalent or greater level of safety can be achieved with e-shipping documents and if so, determine the appropriate conditions.

The full definition of "shipping document" can be found under Section 1.4 of the TDGR, 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.

As part of the regulatory sandbox, TC will lead a series of drills, in collaboration with the Canadian Transport Emergency Centre (CANUTEC), designed to test the effectiveness of e-shipping documents in emergency response situations. These drills will focus on communicating shipping document information to first responders.

4.0 Scope

The scope of the drills include:

- all aspects related to obtaining the shipping document, including how to get it, who to consult, how to use the information, etc.
- seeking assistance from CANUTEC and select companies to obtain the shipping document
- a comparison between the shipping document in electronic and paper form

The following is not within the scope of the drills:

- reporting dangerous goods incidents
- the chemical, physical, and toxicological properties of dangerous goods
- emergency response assistance plans, otherwise referred to ERAPs
- determining the type of personal protective equipment required and donning it

The drills must:

- include firefighters as primary participants
- take place in a mix of urban, rural, and remote areas or areas with limited cellular access (ideally three drills should take place in areas with connectivity challenges).
- evaluate both electronic shipping documents and paper shipping documents; ideally, two separate teams of firefighters would work in parallel, with one team focused on obtaining the electronic shipping document and the other team focused on obtaining the paper shipping document

It would be ideal to include participation from First Nations' first responder(s) for at least one drill.

A tentative agenda for the day may include:

1. Registration of participants [indoor location]
2. Introductions (explanation of rules, objectives, boundaries, health & safety) [indoor location]
3. Presentations/training [indoor location]
4. Paper Scenario vs Electronic Scenario [outdoor, e.g in a parking lot or side of the road]
5. Break/Lunch [indoor location]
6. Debrief session [indoor location]

Some participants and/or locations may vary after initial drill(s) are conducted, therefore, this list is subject to minor changes based on timelines and availability.

Physical environment

The purpose of the drill is evaluate the ability of first responders to obtain electronic shipping documents in emergency scenarios where the driver is not available (e.g truck rolled over, major collision). The physical environment for the drills must be realistic and safe. However, it is not within the scope of these drills for the truck to be physically rolled over in a collision, etc. This part of the drill will be acted out and the vehicle carrying the dangerous goods would remain in its normal condition.

5.0 Requirements

TC is looking to obtain services from an external supplier on an as needed/when required basis to plan, develop, organize, and coordinate a series of up to five drills focused on obtaining the shipping document during transport emergencies involving dangerous goods for all modes of transport.

5.1 Tasks to be performed

Phase 1 – Project Initiation

- 1 Meet with TC to review project goals
- 2 Develop a detailed and updated project workplan for TC's review and approval.

Phase 2 – Exercise design

- 2.1 Identify the goals of each exercise, in consultation with TC
- 2.2 Design scenario, injects and establish methodology
- 2.3 Develop the necessary documents (plans, policies, procedures, etc.) to be used in the drill and evaluation
- 2.4 Establish exercise design parameters (date, location, duration, participants, scenario)
- 2.5 Develop evaluation criteria and tools (survey, feedback forms, etc.), data collection plan
- 2.6 Draft initial exercise proposal for TC's review
- 2.7 Meet with TC to confirm approval of proposal

Phase 3 – Secure and manage participants

- 3.1 Identify potential participants and review their candidature and roles within the exercise with TC;
- 3.2 Administer invitations and coordinate with participants (e.g. sending out invitations, communicating with participants on their roles, answering participant questions, and following-up as necessary with confirmed participants).

Note: TC will provide the Supplier with a list of individuals who could be invited to the exercise. It is expected that this list will be built upon by the Supplier following direction from TC.

Phase 4 – Logistics and Planning

- 4.1 Secure appropriately-sized, accessible, and safe indoor and outdoor location(s);
- 4.2 Secure catering services to provide a light breakfast and lunch;
- 4.3 Ensure the site is safe and health & safety requirements are met
- 4.4 Secure web and conference call services, if required;
- 4.5 Secure any necessary technical equipment including, but not limited to, laptops, projection screens, and wireless microphones;
- 4.6 Prepare, print, and distribute material (e.g. agenda, narrative, presentations, guidelines, and other materials) to participants in advance electronically, and on the day in hard copy;
- 4.6 Process invoices after the meeting.

Phase 5 – Facilitation of Drill

- 5.1 Provide on-sight logistical support during exercise
- 5.2 Ensure health & safety protocols are followed
- 5.3 Lead the drill and take appropriate measures to meet objective and methodology
- 5.4 Collect data throughout the drill and record all necessary information for reporting
- 5.5 Hold and chair a debrief session

Phase 6 – Evaluation and After Action Review (AAR) Report

- 6.1 Draft AAR which, at a minimum, includes: overview of drill, summary of participants, summary of scenario, participant evaluation, participant feedback, key findings, areas for improvement, recommendations
- 6.2 Share with TC for review
- 6.3 Provide Final AAR

6.4 Specifications and Standards

For each task in Phases 1 – 6, the required documentation will be reviewed by TC to determine that the supplier has met the requirement. Once satisfied, the supplier will move on to the next deliverable in the sequence.

7.0 Deliverables

- 1. Kick-off meeting with TC to discuss scope, objectives, goals of project.

2. Updated workplan that includes objectives, approach, process, results, roles, and responsibilities, as well as any logistical preparation.

For each exercise:

3. Draft Exercise Design Proposal. The proposal must at a minimum include: objectives, scenario, injects, health and safety policies, participants, evaluation criteria, locations.
4. Final Exercise Design Proposal
5. Draft AAR. At a minimum, the AAR must include: overview of drill, summary of participants, summary of scenario, participant evaluation, participant feedback, an analysis of participant feedback, key findings, areas for improvement, recommendations
6. Final AAR

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

- a) Adobe Acrobat (PDF)
- b) Microsoft Word (including photos of testing and/or test results)
- c) Microsoft Excel
- d) Microsoft PowerPoint (including videos of testing)

8.0 Method of Payment

| # | Milestone for | Completion Date | Milestone Payment |
|--------------------|--|---|-------------------|
| 1 | Kick-off Meeting | One week after contract is awarded | - |
| 2 | Submission and acceptance of updated work plan | 2 weeks after contract is awarded | -% |
| For each exercise: | | | |
| 3 | Submission and acceptance of 1 st Draft Exercise Design | 1 month after contract is awarded | 20% |
| 4 | Delivery of exercise | Date(s) to be provided by TC | 50% |
| 5 | Provide draft AAR | 30 days after the end of the exercise | 20% |
| 6 | Provide final AAR | 20 days after receipt of comments from TC | 10% |

9.0 Method and Source of Acceptance

Proposal acceptance will be determined based on the demonstrated experience of the consulting team and on value for money in meeting the contract requirements. The quality, content, format, and detail of the deliverables must be to the satisfaction of TC'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 withhold payment. In addition, if at any point a deliverable is not to the satisfaction of the Project Authority, TC may direct the Supplier to undertake activities necessary to improve that deliverable until it is deemed acceptable by TC.

10.0 Reporting Requirements

For each task in Phases 1 to 4, the required documentation will be reviewed by TC to determine that the supplier has met the requirement. Once satisfied, the supplier will move on to the next deliverable in the sequence.

The supplier shall submit by electronic copy a report to TC on a weekly basis outlining the accomplishments for the given period, ongoing issues, and upcoming milestones.

11.0 Project Management Control Procedures

TC shall engage in weekly discussion with the consultant to ensure the contract will be brought in on time, on budget and of an acceptable quality.

12.0 Transport Canada Obligations

TC will provide the consultant with:

- Guidance on the objectives of the drill,
- Access to departmental library of documents, government and departmental policies and procedures, publications, reports, studies, etc.
- Provide comments on draft reports within ten (10) working days
- Provide other assistance or support as necessary.

13.0 Contractor's Obligations

- Unless otherwise specified, the contractor shall use their own equipment and software for the performance of this Statement of Work.
- The supplier will attend all exercises in person and will cover all travel and hospitality costs associated with this contract.

14.0 Location of Work, Work Site, and Delivery Point

All phases will be performed at the contractor's location except phase 5. The facilitation of the exercises will be performed in various locations across the country.

15.0 Language of Work

The proposed resource(s) must be fluently bilingual at the Advanced level. Please see below legend. For example, exercises in Quebec will be conducted in French and all exercise documents will be in French.

For exercises taking place outside of Quebec, the draft documents must be submitted in English and the final AAR must be submitted in both English and French.

| Legend | Oral | Comprehension | Written |
|---------------------|---|---|--|
| Basic | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write isolated words, phrases, simple statements, or questions on very familiar topics using words of time, place, or person. |
| Intermediate | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and, Provide factual descriptions and explanations. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> grasp the main idea of most work-related texts; identify specific details; and Distinguish main from subsidiary ideas. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. |
| Advanced | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> support opinions; and understand and express hypothetical and conditional ideas | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> understand most complex details, inferences and fine points of meaning; and Have a good comprehension of specialized or less familiar material. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> Write texts where ideas are developed and presented in a coherent manner. |

16.0 Insurance Requirements

The Contractor shall obtain and maintain an appropriate level of professional liability insurance coverage.

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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2001C/3>

17.0 Constraints

Should any conflict with another Transport Canada event, or unforeseen event, prevent an exercise from taking place on the predetermined date, a new date will be negotiated with the contractor to the satisfaction of all parties.

18.0 Applicable 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>

19.0 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

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 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)