

Title – Sujet TDG Competency-Based Training and Assessment Guidance Material and Tools	
Solicitation No. – N° de l'invitation T8080-200188	Date July 24, 2020
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME

SOLICITATION CLOSES – L'INVITATION PREND FIN at – à 02:00 PM (14:00 hrs) on – 8 September, 2020	Time Zone Fuseau horaire Eastern Daylight Time (EDT)
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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@tc.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : (343) 550-2321	FAX No. – N° de FAX N/A
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Instructions : See Herein

Instructions: Voir aux présentes

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison propose
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

Transport Canada (TC) requires a Contractor to undertake the development of tools to support the transition to CBTA for persons subjected to the *Transportation of Dangerous Goods Regulations* (TDGR). These guidance documents are meant to support stakeholders complying with the regulations and assist them in maintaining and increasing the competencies of their employees to maintain the safe handling and transportation of dangerous goods, as well as support businesses in the aftermath of the economic impacts due to the COVID pandemic.

The objective is to foster economic recovery in the aftermath of the COVID-19 pandemic by developing an approach aimed at improving uniformity in practices for both stakeholders and enforcement personnel, which includes provincial and federal inspectors. While many large companies already have compliant training programs in place, others, such as small and medium corporations, have expressed challenges in designing and maintaining efficient TDG training programs and to this day, have not managed to remain compliant to the federal training requirements. This requirement is aimed at providing clear and complete guidance for these companies to either improve, complement, or confirm that they meet the regulatory baseline. An implementation strategy accompanied by compliance tools and training models will therefore have to articulate the legal requirements in a manner that is easily understandable and transferable to TDG consignors. Guidance material and models created will allow companies to efficiently produce and maintain training material and reduce the compliance burden.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (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 indicated on page 1 of the bid solicitation in the bid solicitation.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)

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

Section I: Technical Bid

In their technical bid, Bidders should 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

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.

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully support the Bidder's response and permit the Evaluation Team to rate the proposals.

Number	Criteria	Met/Not Met	Cross reference to proposal
M1	<p>The Bidder must provide a corporate summary demonstrating the nature of the Bidder's business and the Bidder's capabilities and experience completing projects similar* to the work outlined in Section 2.0 of the Statement of Work. The Bidder must have completed a minimum of three (3) projects* over the last five (5) years that include services in Competency-Based Training and Assessment.</p> <p>For all Project Descriptions used to demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none">• Name of the client(s) / employer(s);• The start and end dates of the project / work;• The total number of years' experience performing each mandatory and technical criteria;• Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables		

	<ul style="list-style-type: none"> 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). <p>*similar is defined as meeting at least 50% of the requirement defined in Section 2.0 of the Statement of Work</p>		
M2	<p>The Bidder's proposed resource as the project lead must have completed a minimum of three (3) projects* over the last five (5) years that include services related to Competency-Based Training and Assessment (CBTA).</p> <p>For all Project Descriptions used to demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> Project Objective; Brief project description including tasks, activities, and deliverables (a narrative of no more than 2 pages will suffice); Name of the client(s) / employer(s); The start and end dates of the project / work; The total number of years' experience performing each mandatory and technical criteria; Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p>		
M3	<p>The Bidder must have completed a minimum of three (3) projects* over the last five (5) years that included the conceptualization, design, and drafting of guidance documents intended on the topic of Competency Based Training programs.</p> <p>For all Project Descriptions used to demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> Project Objective; Brief project description including tasks, activities, and deliverables (a narrative of no more than two (2) pages will suffice) Name of the client(s) / employer(s); The start and end dates of the project / work; The total number of years' experience performing each mandatory and technical criteria; Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p>		

4.1.1.2 Point Rated 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	Maximum Points	Cross reference to proposal
R1	<p>Business, Capability, Experience The Bidder should demonstrate using project descriptions (maximum 5) a minimum of three (3) projects in Competency-Based Training and Assessment (CBTA).</p> <p>5 points for each project related to CBTA up to a maximum of 25 points;</p>	25	
R2	<p>Projects The Bidder's proposed resource as the project lead should demonstrate using project descriptions (maximum 5) that the proposed resource has completed a minimum of three (3) projects over the last five (5) years that include CBTA services.</p> <p>5 points for each project related to CBTA up to a maximum of 25 points;</p>	25	
R3	<p>Producing documents The Bidder should demonstrate using project descriptions (maximum 5) a minimum of three (3) completed projects over the last five (5) years on conceptualizing, designing, and drafting guidance documents intended on the topic of Competency-Based Training programs.</p> <ul style="list-style-type: none"> a. Conceptualizing and designing competency-based and assessment documents; (max 15 points) b. Developing comprehensive CBTA guides and guidelines (max 20 points); and c. Developing other tools such as job descriptions, checklists, and templates on the topic of CBTA. (max 15 points) <p>50 pts – The Bidder demonstrates production of guidance documents and tools that include all aspects stated in a, b, and c that fulfil the requirements of Section 2.0 of the Statement of Work.</p> <p>40 pts – The Bidder demonstrates production of guidance documents and tools that include most of the aspects of a, b, and c that fulfil most of the requirements of Section 2.0 of the Statement of Work.</p> <p>30 pts – The Bidder demonstrates production of guidance documents and tools that includes some aspects of a, b, and c that fulfil some of the requirements of Section 2.0 of</p>	50	

	<p>the Statement of Work.</p> <p>0 pts – The Bidder does not demonstrate production of guidance documents and tools that include aspects of a, b, and c that fulfil the requirements of Section 2.0 of the Statement of Work.</p>		
Bonus	<p>The bidder demonstrates prior experience with training in the context of the transportation of dangerous goods.</p> <p>To demonstrate experience, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Brief project description including tasks, activities, and deliverables (a narrative of no more than half a page will suffice); • Name of the client(s) / employer(s); • The start and end dates of the project / work; • The total number of years' experience performing each mandatory and technical criteria; • Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables; and • Client / employer reference that can attest to the proposed resource's experience. <p>(References are only contacted to validate the information provided in the bidder's proposal).</p>	2	
	Total Points	/102	

4.2 Basis of Selection

4.2.1 Highest Combined Rating 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](#) (2012-07-16) Status and Availability of Resources

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) (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

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, 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: _____
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 No.	Description or "Deliverable"	Firm Amount	Delivery Date
1	Acceptance of the scheduled work plan and presentation of the Consultation Report.	20% of fixed price	30 days after Contract Award
2	Presentation draft model documents. Presentation draft comprehensive guides.	50% of fixed price	5 months after Contract Award
3	Presentation of the draft final report. Presentation of the final report, the production of a dataset related to the Report, and in person presentation summarizing the major findings of the report.	30% of fixed price	7 months after Contract Award

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 Ontario.

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 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (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 _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

Scope

1.1 Title

Development of Guidance documents and model training programmes for the implementation of a Competency-Based Training and Assessment (CBTA) framework for personnel involved in the transportation of dangerous goods.

1.2 Introduction

Transport Canada (TC) requires a Contractor to undertake the development of tools to support the transition to CBTA for persons subjected to the *Transportation of Dangerous Goods Regulations* (TDGR). These guidance documents are meant to support stakeholders complying with the regulations and assist them in maintaining and increasing the competencies of their employees to maintain the safe handling and transportation of dangerous goods, as well as support businesses in the aftermath of the economic impacts due to the COVID pandemic.

1.3 Estimated Value

The total value of this RFP shall not exceed \$100,000.00, including travel and living expenses and all applicable taxes.

1.4 Objectives of the Requirement

TC requires a contractor to develop guidance material and models of competency-based training and assessment programs which include, but are not limited to, job descriptions, performance criteria, general awareness and job specific training and assessment models for consignors and carriers involved in the transportation of dangerous goods in order to help them comply with the training requirements under the TDGR and the upcoming training standard CGSB-192.3.

Since 2014, TDG has worked with provincial and territorial governments, along with numerous stakeholders, in reviewing the current practices and regulations to strengthen the current requirements and enhance public safety in the transport of dangerous goods. TC, in collaboration with Industry, has co-developed a national standard that will clarify what it means to be adequately trained and introduce a CBTA framework, which will include job descriptions and performance criteria for each employee working with dangerous goods, as well as clarifications about general awareness and function specific training and assessment.

The objective is to foster economic recovery in the aftermath of the COVID-19 pandemic by developing an approach aimed at improving uniformity in practices for both stakeholders and enforcement personnel, which includes provincial and federal inspectors. While many large companies already have compliant training programs in place, others, such as small and medium corporations, have expressed challenges in designing and maintaining efficient TDG training programs and to this day, have not managed to remain compliant to the federal training requirements. This requirement is aimed at providing clear and complete guidance for these companies to either improve, complement, or confirm that they meet the regulatory baseline. An implementation strategy accompanied by compliance tools and training models will therefore have to articulate the legal requirements in a manner that is easily understandable and

transferable to TDG consignors. Guidance material and models created will allow companies to efficiently produce and maintain training material and reduce the compliance burden.

1.5 Background and Specific Scope of the Requirement

Background

Transport Canada develops safety standards and regulations to promote public safety in the transportation of dangerous goods by all modes in Canada. The requirements are prescribed in the *Transportation of Dangerous Goods Act, 1992* and the TDGR. Since the establishment of the TDGR in 1985, its Part 6, which refers to training, requires that persons who handle, offer for transport, or transport dangerous goods be adequately trained and hold a valid training certificate or be under the supervision of a trained person. However, the lack of definition for the term “adequately trained” and the absence of detailed training guidelines or standards has led to misinterpretations of the regulations within industry and often resulted in non-compliance.

Therefore, in the last six years, TDG has been working in collaboration with different levels of government and industry representatives to review the current training requirements and develop a national standard prescribing a CBTA approach in the transportation of dangerous goods regulations. The new standard, CGSB-192.3 *Transportation of dangerous goods training, assessment and competency*, provides a framework detailing the training obligations.

The Canadian TDG CBTA approach is fully aligned with the CBTA training and assessment approach of the International Civil Aviation Organization (ICAO) Dangerous Goods Panel, which was developed to support States and industry in the training and assessment of personnel involved in the transport of dangerous goods by air.

Scope of the requirements

The competency-based training guidance material and model documents which will be developed by the Contractor for all modes of transportation (air, marine, road, and rail) will:

- support employers and training schools in the development of curriculum, testing, and assessment materials and enable them to be more effective in mandating competencies;
- limit costs stemming from the development of mandatory documents cited in Part 6 of the TDGR and in the CGSB-192.3 standard for businesses;
- comply with the training requirements detailed in Part 6 of the TDGR and in the CGSB-192.3 standard; and
- be adaptable to the different needs of various organizations, businesses, and transport modes.

Competency-based training and assessment expertise is required along with the ability to work with specialists in the domains of dangerous goods transportation and dangerous goods training.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

Tasks and activities

Participate in teleconference/videoconference **calls every two weeks** with TC to provide progress updates.

Upon award of the contract, an initial **kick-off meeting** (via teleconference/ videoconference) will be held with 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.

Develop a **work plan** that includes project objectives, a description of the **CBTA approach** along with the proposed process and outcomes, the allocation of roles and responsibilities and any logistical preparation deemed necessary. The work plan will include a detailed methodology that will ensure objectives are aligned and allows for a thorough review of expected timelines. A comprehensive list of all guidance material, model documents, and tools that will be developed, along with the information they will contain must also be included in the work plan.

Consult with TDG experts in order to confirm that the material developed is relevant and meets the objective to support stakeholders complying with the regulations and support them in maintaining and increasing dangerous goods competencies for their employees to maintain safety during the handling and transportation of dangerous goods.

Develop tools including documents to articulate the regulatory requirements in a manner that is clear to stakeholders and which are compliant with the TDGR and meet all the requirements of the CGSB-192.3 standard. These documents must be developed using a building block approach, thereby allowing users to choose specific elements relevant to their respective activities, and must consist of:

- a) **training program models** for each type of stakeholder working in the transportation of dangerous goods: shippers, road carriers, rail carriers, air carriers, and port employees. These model documents must include:
 - i) an **example of a general awareness training**, which could be an online training, that complies with Sections 5.2 and 6.1 of CGSB-192.3 and is based on learning topics outlined in CGSB-192.3, Annex B; and
 - ii) an **example of general awareness assessment**: a minimum of one evaluation example compliant with the Section 6.1.2 of CGSB-192.3 that comprises the competencies detailed in its Annex B.
- b) model documents for **typical TDG positions** (e.g. truck drivers, operators, packers, freight forwarders, logistics personnel, handlers, carriers, shippers, train engineers, etc.) involved in the handling, offering for transport, or transport of dangerous goods for road, rail, marine, and air. These should be established based on task and subtasks detailed in Annex C (road, rail, and marine) and Annex D (air) of the CGSB-192.3 and should include, but not be limited to:
 - i) **tasks descriptions** and **performance criteria models** (see CGSB-192.3, Section 5.1; road, rail and marine, see CGSB-192.3 Section 6.2.1.1; air, see Section 6.2.1.2);
 - ii) **competencies checklists** (tasks and activities) that could also be evaluated by **TDG inspectors** during an onsite inspection (see Annexes B, C, D of CGSB-192.3).
 - iii) **function specific training and assessment models** (see CGSB-192.3, Sections 5.3 and 6.2.2, Annex A, C, D);
 - iv) **supplementary training and assessment models** (see CGSB-192.3, Section 5.4, Annex A, C, D);
 - v) **recurrent training and assessment models** (see CGSB-192.3, Sections 5.5 and 6.1,

Annex A, C, D).

- c) a series of **comprehensive guides** intended for each type of stakeholder to be published on the Web. These guides will describe, in plain language, all the necessary activities and documents that need to be completed in order to comply with the TDG CBTA guidelines. These guides will include checklists, aide-memoires, and any other relevant tools to improve and maintain TDG CBTA compliance.

Deliverables and Milestones

- a) **Kick-off Meeting** with TC to discuss scope, objectives of project.
- b) **Work plan** that includes objectives, **competency-based training and assessment approach**, process, results, roles and responsibilities, and any logistical preparation. The work plan will include a detailed methodology that will ensure objectives are aligned and allows for a thorough review of expected timelines.
- c) **Consultation Report** will include the approach taken to obtain relevant TDG training information from the experts, the list of TDG experts that were consulted, the results of the consultations, and the way feedback obtained will be integrated in the CBTA approach.
- d) **Draft model documents for all transport modes:** training programs, job descriptions and performance criteria, function specific training and assessment, supplementary training and assessment, recurrent training and assessment, general awareness assessment, general awareness training, competencies checklist. Following the receipt of the draft model documents, Transport Canada will provide feedback to the Consultant, assessing how well the draft corresponds to the Scope of Work and Project Details.
- e) **Draft Comprehensive guides:** These guides are intended for stakeholders involved in the handling, offering for transport, and transportation of dangerous goods, and who have to comply with the TDG CBTA framework under the TDGR. The guides will describe, in plain language, all the necessary activities and documents that need to be completed and maintained in order to comply with the TDG CBTA regulations and based on the CGSB-192.3 standard. For example, the guides will:
 - i) Describe how to produce and maintain job descriptions for positions involved in dangerous goods activities;
 - ii) Explain how to identify and use performance criteria to assess the competency of employees;
 - iii) Present where to find an example of a general awareness training;
 - iv) Present where to find examples of general awareness assessments;
 - v) Describe how to identify relevant function-specific training;
 - vi) Explain how to assess function-specific competencies;
 - vii) Describe how to conduct supplementary training and assessments;
 - viii) Describe how to produce compliant training records and training certificates; and
 - ix) Include checklists, aide-memoire, and any other relevant tools to improve and maintain TDG CBTA compliance
- f) **Draft Written Report** will include the description of the CBTA approach taken, along with background information on TDG training, a summary of consultations with industry and their results, the draft model documents for all modes, and the draft implementation strategy and communication plan. The draft report should reflect the complete history

related to the project. All documents should be embedded in the same draft report.

- g) **Final Written Report.** The final written report will include the same content as the draft report and incorporate Transport Canada's feedback on the draft report. The final report can be provided in English.
- h) **Presentation** to Transport Canada. The Contractor will attend a meeting and present their competency-based training and assessment approach, model documents, implementation strategy, and communication plan recommendations to Transport Canada. The Contractor will also provide Transport Canada with an electronic copy of the presentation.

2.2 Method and Source of Acceptance

All deliverables rendered under any Contract are subject to inspection by the Departmental Representative. Should any deliverables not be to the satisfaction of the Departmental Representative, the Departmental Representative shall have the right to reject it or require correction before the last payment is authorized.

The contractor is expected to work in collaboration with dangerous goods experts to better understand the industry and evaluate the needs in terms of dangerous goods training requirements, including the TDG Regulations and CGSB-192.3 standard.

2.3 Reporting Requirements

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

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

All deliverables have to be web ready according to the Government of Canada [Standard on Web Usability](#).

2.5 Ownership of Intellectual Property

The Crown will own the foreground intellectual property arising from work under the contract in accordance with exception 6.4.1 of the federal policy on Intellectual Property Arising under the Crown Procurement Contract, as the main purpose of the Contract, or of the deliverables contracted:

- a) is to generate knowledge and information for public dissemination;

3.0 Other Terms and Conditions of the SOW

3.1 Transport Canada's Obligations

TC will provide the consultant with:

- a) guidance on the objectives of the competency-based training and assessment approach
- b) guidance on the objectives of the models documents and guides
- c) comments on draft reports within ten (10) working days
- d) a list of DG transportation and training experts

e) other assistance or support as necessary.

3.2 Contractor's Obligations

The Contractor is responsible for ensuring the work is adequately planned, organized, and carried out by experienced and competent personnel; when required, arranging meetings necessary for the conduct of the work; and providing their own administrative and logistical support.

The Contractor must ensure that competent personnel are available to carry out the contract on schedule and ensure replacement personnel are available for contingencies such as injury or illness that are likely to lead to the withdrawal of the assigned resources (see staff continuity and replacement below).

Discuss and clarify the key activities with the Project Authority (PA), content of deliverables, and project risks and mitigation measures.

Provide status briefings, including reporting issues, problems, and warnings to the client via progress reports and when required by the PA.

Ensure information from all stakeholders is properly protected in terms of data processing and sensitive information.

3.2 Location of Work, Work site and Delivery Point

The Contractor will complete the required work from their own work location. Unless specified otherwise, meetings will be held via teleconference or videoconference.

3.3 Language of Work

The principal language of communication with the PA will be English and the Contractor or (personnel assigned to the project) must be proficient both orally and in writing.

Progress reports, working papers, the draft and final report, presentation, and all other material must be provided in English.

Transport Canada will be responsible for translation of the report and other materials into French if and as required.

3.4 Special Requirements

Competency-based training and assessment expertise is required along with the ability to work with specialists in the domains of dangerous goods transportation and dangerous goods training.

3.5 Travel and Living

There is no travel for this requirement.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required from date of contract award and is expected to be completed March 31, 2021

4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

DELIVERABLE TIMELINES

Due dates listed below are tentative and will be agreed upon at the kick-off meeting.

Item	Timeframe
Kick-off Meeting	Within 10 days after contract is awarded;
Work plan	Within 30 days after contact is awarded;
Consultation Report	Within 30 days after contact is awarded;
Draft Model Documents for all transport modes	Within 4 months after contract is awarded;
Draft Comprehensive Guides	Within 5 months after contract is awarded;
Draft Written Report	Within 6 months after contract is awarded;
Final Written Report and Presentation to Transport Canada	Within 7 months after contract is awarded;

5.0 Applicable Documents and Glossary

5.1 Applicable Documents

The following documents are annexed to this Statement of Work:

- a) [*Transportation of Dangerous Goods Act, 1992*](#)
- b) [*Transportation of Dangerous Goods Regulations*](#)
- c) *Transportation of dangerous goods training, assessment and competency, CGSB-192.3*

All documents submitted under this SOW must be in full compliance with documents listed in 6.1 a), b), and c).

5.2 Relevant Terms, Acronyms and Glossaries

CBTA – Competency-based Training and Assessment
DG – Dangerous Goods
PA – Project Authority
SOW – Statement of Work
TC – Transport Canada
TDG – Transportation of Dangerous Goods
TDGR – *Transportation of Dangerous Goods Regulations*

ANNEX "B"

BASIS OF PAYMENT (FINANCIAL PROPOSAL)

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 No.	Description or "Deliverable"	Firm Amount	Delivery Date
1	Acceptance of the scheduled work plan and presentation of the Consultation Report.	\$ _____ 20% of fixed price	30 days after Contract Award
2	Presentation draft model documents. Presentation draft comprehensive guides.	\$ _____ 50% of fixed price	5 months after Contract Award
3	Presentation of the draft final report. Presentation of the final report, the production of a dataset related to the Report, and in person presentation summarizing the major findings of the report.	\$ _____ 30% of fixed price	7 months after Contract Award
Total Cost for Evaluation Purposes (Sum of : Milestone 1 to Milestone 3 (with no Taxes)		\$ _____	
Applicable Taxes (insert the amount ,as applicable)		\$ _____	
Total Cost (taxes included)		\$ _____	

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)