

<b>Title – Sujet</b> <b>Study on the movement of dangerous goods in Ontario</b>	
<b>Solicitation No. – N° de l'invitation</b> T8080-200421	<b>Date</b> October 30, 2020
<b>File No. – N° de dossier</b>	<b>CCC No. / N° CCC - FMS No. / N° VME</b>

<b>SOLICITATION CLOSES – L'INVITATION PREND FIN</b> at – à <b>02:00 PM (14:00 hrs)</b> on –1 <sup>st</sup> <b>December, 2020</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Time (EDT)
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**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:natasha.blackstein@tc.gc.ca"><u>natasha.blackstein@tc.gc.ca</u></a>	<b>Buyer Id – Id de l'acheteur</b>
<b>Telephone No. – N° de téléphone :</b> (343) 550-2321	<b>FAX No. – N° de FAX</b> N/A
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> 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  
MAIL ROOM, (Food Court Level)  
Tower "C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario  
K1A 0N5  


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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security required for this requirement.

### **1.2 Statement of Work**

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

### **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](mailto:natasha.blackstein@tc.gc.ca) by the date and time and place 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 soft copy)
- Section II: Financial Bid (1 soft copy)
- Section III: Certifications and Additional Information (1 soft copy)

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

#### **Section I: Technical Bid**

In their technical bid, Bidders should 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

For any project summaries provided in demonstration of mandatory or rated experience requirements, the resource must provide:

- a) Name of the client(s) / employer(s);
- b) A brief description of the objective and scope of the service provided and the number of participant(s)
- c) The start and end dates (month and year) of the project / work;
- d) The dollar (\$) value of the project;
- e) The total number of years' experience performing each mandatory and technical criteria;
- f) Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables;
- g) The extent to which the services were provided on-time, on-budget and in accordance with the established project;
- h) Copies of all diplomas, degrees and certificates referenced in the proposal; and
- i) 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)

\*The month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once.

For example: Project 1 timeframe is July 2015 to December 2015; Project 2 timeframe is October 2015 to January 2016; the total months of experience for these two project references is seven (7) months

#### 4.1.1.1 Mandatory Technical Criteria

Proposals must meet the following mandatory requirements:

The Bidder's Proposed Resource			
Criterion	Mandatory Criteria	Met / Not Met	Cross Reference in Proposal
MT-1	The Bidder must submit a detailed Work Plan describing how it will meet the requirements of the Statement of Work (SOW) Annex A. The work plan should include: <ul style="list-style-type: none"> <li>a) The Bidder's understanding of the requirement;</li> <li>b) A paragraph by paragraph statement of compliance with the Statement of Work (SOW) ;</li> <li>c) The approach/methodology proposed for completing the work;</li> <li>d) A time table (GANTT chart or similar) showing activities and milestones.</li> </ul>		

<p><b>MT-2</b></p>	<p>The Bidder must propose a Project Team consisting of at least a Project Manager/Academic, a GIS Specialist /Academic, and a Transportation and Logistics Expert /Academic</p> <p>i. The bidder must provide details on the Project Team proposed to carry out the study, complete with language capabilities (in the official languages of Canada), resumes and project descriptions for each team member.</p> <p>Note: The Bidder may use the same person to fill more than one position in the Project Team.</p>		
<p><b>MT-3</b></p>	<p>The Bidder must demonstrate using project descriptions (minimum 2) that the proposed resource as the Project Manager :</p> <ul style="list-style-type: none"> <li>• Has a minimum of two (2) years cumulative experience (within the period from March 31, 2010 to April 1, 2020)* in or through academic research, the transportation industry and/or for the transportation of dangerous goods within the province of Ontario; and,</li> <li>• Has completed at least two previous contracts with the federal government.</li> </ul> <p>A resume for the Project Manager must be included as part of Bidder's Proposal.</p>		
<p><b>MT-4</b></p>	<p>The Bidder must demonstrate using project descriptions that the proposed resource as the GIS Specialist or Academic has at a minimum:</p> <ul style="list-style-type: none"> <li>• A degree, diploma or certificate, from a recognized university or college in geography or Geographic Information Systems; and,</li> <li>• Two (2) years' experience, (within the period from March 31, 2010 to April 1, 2020)*, working in the field of geography or GIS.</li> </ul>		
<p><b>MT-5</b></p>	<p>The Bidder must demonstrate using project descriptions that the proposed resource as the Transportation and Logistics Expert or Academic has at minimum:</p> <ul style="list-style-type: none"> <li>• A degree from a recognized university in transportation logistics, geography, statistics, or related fields.</li> <li>• Two (2) years' experience, (within the period from March 31, 2010 to April 1, 2020)* working in transportation logistics, transportation on roads, planning, infrastructure or related fields specifically related to the Study Area (Ontario).</li> </ul>		

#### 4.1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified below.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
<b>RT1</b>	<p>1. The proposal demonstrates a thorough understanding of the logistics involved in the transportation of dangerous goods on roads, in the province of Ontario, with description of the following aspects:</p> <ul style="list-style-type: none"> <li>1.1 Dangerous goods imported into Ontario (5 points);</li> <li>1.2 Dangerous goods exported from Ontario (5 points);</li> <li>1.3 Dangerous goods moving through Ontario with origin and destination outside of the province (5 points);</li> <li>1.4 Identification of dangerous goods activities and logistics within the province of Ontario (5 points); and,</li> <li>1.5 Identification of dangerous goods industrial hubs and sites (including waste sites) in Ontario (5 points); and,</li> <li>1.6 Description of transportation of dangerous goods routes within the province (5 points).</li> </ul> <p>2. The Work Plan submitted in MT1 addresses Quality Control as well as processes to ensure that the work can be delivered successfully, including:</p> <ul style="list-style-type: none"> <li>2.1 A plan describing quality assurance processes (5 points);</li> <li>2.2 A description of quality control checks (5 points); and,</li> <li>2.3 A timetable of milestones (5 Points).</li> </ul> <p><i>Each sub-criterion is assessed and worth up to 5 points. For each sub-criterion that is addressed, full marks for that sub-criterion will be awarded. For each sub-criterion not addressed, 0 points will be awarded.</i></p>	45	
<b>RT2</b>	<p>The Bidder should demonstrate using project descriptions that the proposed Project Manager/Academic has experience in the following elements:</p> <ul style="list-style-type: none"> <li>1. Analyzing transportation data;</li> <li>2. Working with regional stakeholders; and,</li> <li>3. Managing projects with multidisciplinary team members.</li> </ul>	45	

	<p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p><i>0 points = no previous experience</i>  <i>5 points = &lt; 1 years</i>  <i>10 points = 1-2 years</i>  <i>15 points = &gt; 2years</i></p>		
<b>RT3</b>	<p>The Bidder should demonstrate using Project Descriptions that the proposed GIS Specialist or Academic has experience in the following GIS skills:</p> <ol style="list-style-type: none"> <li>1. Transportation route analysis;</li> <li>2. Spatial / statistical analysis; and,</li> <li>3. Programing or scripting in a GIS environment.</li> </ol> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 45 points will be allotted.</i></p> <p><i>0 points = no previous experience</i>  <i>5 points = &lt; 1 years</i>  <i>10 points = 1-2 years</i>  <i>15 points = &gt; 2 years</i></p>	45	
<b>RT4</b>	<p>The Bidder should demonstrate using Project Descriptions that the proposed Transportation Logistics Expert or Academic has experience in the following elements related to transportation of Dangerous Goods:</p> <ol style="list-style-type: none"> <li>1. Experience working in regional dangerous goods extraction, manufacturing and / or distribution activities, including knowledge of dangerous goods warehousing and distribution hubs;</li> <li>2. Experience working with regional stakeholders ;</li> <li>3. Understanding of the trucking industry in Ontario; and,</li> <li>4. An understanding transportation activity in Ontario.</li> </ol> <p><i>Each criterion is worth up to 15 points based on the rating scale below. A maximum of 60 points will be allotted.</i></p> <p><i>0 points = no previous experience</i>  <i>5 points = &lt; 1 years</i>  <i>10 points = 1-2 years</i>  <i>15 points = &gt; 2 years</i></p>	60	
<b>Total (maximum points)</b>		195	
<b>Minimum points required</b>		<b>178.5</b>	

## 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;
  - c) meet a minimum technical score of 178.5 points.**
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
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.16	73.14	77.70
<b>Overall Rating</b>		1st	3rd	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.2.3.2 Education and Experience**

*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, ON  
K1A 0N5  
Telephone: 343-550-2321  
E-mail address: [Natasha.blackstein@tc.gc.ca](mailto:Natasha.blackstein@tc.gc.ca)



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

### 6.5.2 Project Authority

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
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: \_\_\_\_\_  
Organization: \_\_\_\_\_  
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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

### **6.7.2 Method of Payment (Milestone)**

Payment of the fixed price for professional services will be made in milestone payments upon receipt and acceptance of the deliverables. The contractor shall invoice Transport Canada in the following manner:

10% of the total upon completion and approval by the TC Project Authority of the work plan.  
50% of the total upon completion and approval by the TC Project Authority of the Mid-Project Report.  
40% of the total upon completion and approval by TC Project Authority of the Final Report.

### **6.7.5 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.
2. Invoices must be distributed as follows:

The original 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 \_\_\_\_\_

### **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**

**STUDY ON THE MOVEMENT OF DANGEROUS GOODS IN ONTARIO**

**TRANSPORT CANADA  
TDG DIRECTORATE**

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## **1.0 INTRODUCTION**

The Transportation of Dangerous Goods Program at Transport Canada has a requirement for research and analysis of freight truck movements involving dangerous goods (referred to below as Truck Movements) and dangerous goods quantities moving through the province of, Ontario.

## **2.0 BACKGROUND**

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

The Province of Ontario is a major entry point for goods travelling into Canada. Hosting the world's largest fresh water system, the Great Lakes, connected to the St. Lawrence Seaway is a gateway to some of Canada's busiest marine ports and is a vital international trade corridor. More than 61 million metric tonnes of freight are shipped and received through Ontario's ports<sup>1</sup>. Additionally, Ontario's network of highways in proximity to marine ports leads to major markets in Eastern and Western Canada, Quebec, as well as the U.S Northeast and Midwest.

At present, there is a lack of comprehensive information about the movement of DGs in the province of Ontario. The ports in the Province of Ontario and throughout Canada are significant transportation hubs in that they connect truck freight and marine shipments both to and from the province of Ontario. An analysis of truck shipments that travel in Ontario will provide an overview of the DG activity of the region, including identification of the dominant DG classes, DG import/export, and locations of major industrial parks in the urban areas.

## **3.0 OBJECTIVE**

The primary objective of this study is to collect and analyze data on the movement of dangerous goods transported by truck by Primary DG Class, UN Number, and UN Description being imported or exported via Canadian marine ports in, out and through the province of Ontario.

## **4.0 SCOPE of WORK**

The Contractor shall compile, analyze, map and report on data linked to import/export activity at marine ports, as well as commercial vehicle movements linked to marine ports activity in the Province of Ontario and its surroundings as detailed in the tasks listed below. Primary data sources will be provided by Transport Canada. Any additional information to be sourced through publicly available data. This includes data on dangerous goods crossing the Port boundaries in trucks, by Class, by UN number (where possible) and quantities, movement by other modes in order to deduce or estimate what is moving on trucks, as well as through existing surveys including the Trucking Commodity Origin and Destination Survey (TCOD) available through Statistics Canada to identify shipments of commodities by truck in Ontario. A full analysis of truck origins, destinations and routing in the Ontario region will be generated as a geospatial dataset. Findings will be presented in a report, including any other relevant information on dangerous goods imports and exports moving through the Province of Ontario.

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<sup>1</sup> <https://www.marinedelivers.com/economic-impacts-marine-shipping/>

The Contractor will collect information on routing for truck movements involving transporting dangerous goods entering or exiting the Province of Ontario via shipping manifests, Movement of Dangerous Goods forms, or other official reporting media. Data collection will include volumes of dangerous goods, which will be identified in aggregate by Primary Dangerous Goods Class and UN number where possible. Any shipping manifests or other shipping information collected should contain origin, destination, DG description and class, as well as mode of transportation.

An initial search using publicly available data must be conducted and validated by further research.

Information on dangerous goods transportation in the Province of Ontario may be available publicly via provincial government websites/databases, industry associations, or other online resources (e.g. yellow pages). The Contractor will work with the Port Authorities, the Province or, if required, local DG carriers to gather information on their transportation operations.

Collected data will be presented in tabular and geospatial formats including maps. The data collected and year of analysis will cover 2018 and 2019, respectively.

The study will be completed by March 31, 2021.

## **5.0 TASKS / REQUIREMENTS**

The Contractor must fulfill the following tasks to satisfy the requirements of the study:

- Identify all DGs by their respective class, UN numbers, descriptions, and volumes entering, exiting and going through the Province of Ontario by truck;
- Identify the locations of DG facilities, major industrial parks and cargo hubs near urban areas within the province of Ontario; and
- Identify transportation routes used to distribute each class of DG entering, exiting and going through the Province of Ontario by truck using paired origin/destination locations.
- Complete a report describing DG movement on roads in the province of Ontario. This includes an executive summary of the results as well as a more detailed report.

## **6.0 DELIVERABLES**

The final deliverables will be a report and will also include all data related to movement of trucks entering or exiting the Province of Ontario, in tabular or geospatial format. This will include the following:

### **On-going deliverables:**

- Active coordination with the TDG Safety, Research and Analysis team as required, including a project initiation meeting;
- Meetings and status reports including budget status – as needed between the contract awarding and completion;
- Data samples for review (tables and/or geospatial data) in a format compatible with Microsoft excel (tables) and ESRI ArcGIS (geospatial data)

## **Draft Report**

The Contractor must provide TC with a draft final report in English. The report will document the research, analysis and final conclusions of the study, and must include:

- Title page;
- Executive summary of report;
  - Summary of dominant UNs and DG classes, mode of transport, volumes, geospatial patterns, market, trade and safety issues, as well as data limitations
- Table of contents;
- Glossary, List of Tables and List of Figures;
- Introduction;
  - Overview of the study
  - Background and the objective of the study
- Detailed results and analysis;
- Conclusions, next steps, and data limitations;
- Technical memorandum;
  - Descriptions of all geospatial work and modelling, including a discussion where applicable about the models chosen and why
  - Glossary of terms and data dictionary
- References; and,
  - Sources of data
  - List of companies and stakeholders that are identified in the course of the study, with address and geographic coordinates
- Data Annexes, including but not limited to GIS maps, and data tables for transportation modes, routes, and volumes of dangerous goods (all including complete metadata), as well as any additional data tables graphics or information relevant to the study.

The Draft Report will be created using Microsoft Word (Office 2007 or more recent versions) and Adobe Acrobat (most recent version).

## **Electronic Data – Draft Tabular Data and GIS Data**

The Contractor must provide TC with a draft of the final tabular data. The draft spreadsheets must be created using Microsoft Excel (2013 or more recent versions). The data deliverable must include the following for DGs transported throughout the province of Ontario:

- Each DG identified within the scope of the study with attributes including (but not limited to):
  - Unique identifier for each record;
  - UN Number, UN Description and Class of DG;
  - Volumetric data of each DG;
  - Mode of transport used for distribution;
  - Type of route used for transportation including seasonal nature; and,
  - Latitude and Longitude coordinates of paired origin/destination locations
  - Identify where possible if DG is import/export or “through-traffic”



The Contractor must also provide TC with draft GIS data and draft map products accompanied by complete data dictionaries, application and usage documentation, and metadata. GIS data deliverables must include:

- Point location feature classes or shapefiles of DG facilities, industrial parks and cargo hubs in Ontario with attributes including (but not limited to):
  - Unique identifier for each record;
  - Address information of the facilities (street number, street name, province and postal code in separate columns);
  - Name of facilities;
  - Type of facility (i.e. production facilities/ distribution facilities/ transportation and handling facilities/ disposal and waste facilities, etc);
  - Coordinates (latitude and longitude in separate columns);
  - Names, classes and UN Numbers of DG's handled at the facilities;
  - Volumetric data of DGs handled within the study period (estimates of volumes are acceptable when actual volumetric data is unavailable);
  - Data dictionary or use documentation; and,
  - Complete metadata
- Line feature classes or shapefiles for each DG class demonstrating the routes used to transport DGs by roads being imported or exported via Canadian marine ports in, out and through the province of Ontario with attributes including (but not limited to):
  - Unique identifier for each record;
  - DG Class and UN Number;
  - Paired origin/destination locations;
  - Aggregated volume of the DG class that traverses over each segment of the transported road network;
  - Data dictionary or use documentation; and,
  - Complete metadata
- A map product (ArcGIS map document '.mxd' and exported '.pdf') for each DG class, symbolized to show the aggregated volumes or DGs that traverses over each segment of the network, including the following map elements:
  - Title clearly conveying the data being mapped;
  - Scale bar;
  - Legend that is legible and clearly reflects the presented data;
  - Date (month and year) when map was produced); and,
  - Source(s) of the data being mapped

Completion Date: 9:00 am EST fifteen (15) days prior to the contract end date.

### **Final deliverables:**

- Geospatial final dataset(s), demonstrating the routes used to transport dangerous goods being imported or exported via Canadian marine ports in, out and through the province of Ontario, as well as the types and quantities of dangerous goods, in a format compatible with ESRI ArcGIS;
- The locations of DG facilities, major industrial parks and cargo hubs for major cities including the Greater Toronto Area, Sarnia, Ottawa and any other city where they are identified within the Province of Ontario, to be presented in a GIS format through the analysis of shipping documents and origin/destination pairings;
- Final Report describing the dangerous goods activity in the Province of Ontario, detailed methodology of data collection, results and analysis of results (in electronic document format). The report will provide an executive summary describing an overview of DG activity on roads in Ontario, information on the dominant types of dangerous goods and dangerous goods classes moving in, out and through the Province of Ontario on truck, a snapshot of the quantities of DGs by type, an understanding of dangerous goods transport and manufacturing hubs where identified, and an overview of the nature of DG import and export activity within the province;
- Tabular dataset identifying UN Numbers, primary class, volumes, as well as origin/destinations of DGs for each shipment transported by road in spreadsheets that must be in a format compatible with Microsoft Excel;
- All datasets (including GIS data) to be accompanied by metadata, definitions, units of measure and data dictionaries (record layout descriptions etc.); and
- A full list and provision of reference materials and data sources.

Any other relevant sources available will be provided. As the project proceeds, other sources of information may be integrated, if identified by The Contractor as required.

## **7.0 FINAL REPORT**

The Contractor must provide TC with one (1) copy of the final project report in English.

The final report will consist of the same deliverables outlined in Section 6 as in the Draft Report, but with the implementation of all comments and feedback provided by TC during draft consultations.

## **8.0 PRESENTATION**

The Contractor shall provide and deliver a presentation in English to TC. The presentation will be presented via Microsoft MS Teams and will be based on the Final Report. The presentation will be given in Microsoft PowerPoint format.

Completion Date: On or before 12:00 pm EST on the contract end date

## **9.0 LANGUAGE of WORK**

All communications between the Project Authority and the Contractor will occur in English. Data deliverables (tables, spreadsheets and GIS datasets) will be provided in English. The final report will be in English and a French executive summary of this report will be provided.

## **10.0 CONTRACT PERIOD**

The preferred delivery date for the draft datasets and draft report is March 15, 2021. The delivery date for the final report is March 31, 2021.

### **11.0 TRAVEL REQUIREMENTS**

Travel is not expected as part of this contract.

### **12.0 OWNERSHIP of INTELLECTUAL PROPERTY**

Transport Canada has determined that any intellectual property arising from the performance of the work under the contract will vest with the Crown. The Contractor will declare in writing that he/she is not interested in owning the intellectual property as a result of this study.

### **13.0 SECURITY REQUIREMENTS**

There is no security required

**ANNEX B**  
**BASIS OF PAYMENT**

**Professional Services and Associated Costs**

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

The price quoted includes all expenses 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 firm 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)