

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au :
Cory.lajoie@tc.gc.ca

Attention: - Attention :
Cory Lajoie

Title - Sujet Scan of Current State of International Preparations for the Testing and Deployment of Automated Motor Carriers	
Solicitation No. N° de l'invitation T8080-220054	Date of Solicitation Date de l'invitation July 13, 2022
Address enquiries to: - Adresser toute demande de renseignements à : Cory Lajoie – Procurement Officer	
Telephone No. - N° de telephone 204-228-2267	E-Mail Address - Courriel cory.lajoie@tc.gc.ca
Destination See herein - Voir aux présentes	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required OR requested Livraison exigée OR demandée Not applicable – Sans objet	Delivery offered Livraison proposée Not applicable - Sans objet
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
August 10, 2022

Time Zone - Fuseau Horaire :
Central Daylight Saving Time (CDT)

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Contract.

1.2 Statement of Work

The Work to be performed is detailed under ANNEX A of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

This requirement is not subject to any Comprehensive Land Claims Agreement(s).

1.4 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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Transport Canada by the date, time and place indicated on the cover page of 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

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications and Additional Information

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian Funds and in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications and Additional Information

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

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the deliverables specified below its quoted all-inclusive fixed rate (in Can \$) for each of the deliverables identified.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contract for any relocation of resources required to satisfy its contractual obligations.

Deliverables	Timeline	Milestone %	Total \$
Draft Report	2 months following Contract Award	Once approved by the Department Representative, the Contractor is to receive 50% of the total value of the contract.	\$
Final Report	6 months following Contract Award	Once approved by the Department Representative, the Contractor is to receive 50% of the total value of the contract.	\$
Total Evaluated Price (Applicable Taxes excluded):			\$

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

Refer to Attachment 1 to Part 4

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all the mandatory evaluation criteria; and
- c) obtain the required minimum number of points specified in Attachment 2 to Part 4 for the point rated technical criteria.

4.2.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

4.2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 2 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

4.2.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 2 to Part 4 will be recommended for award of a contract.

4.2.7 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 the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25.00	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52

ATTACHMENT 1 TO PART 4 – TECHNICAL CRITERIA

Mandatory Technical Criteria

The mandatory requirements below will be evaluated on a meets / does not meet basis. Proposals that do not meet the requirements will be deemed non-responsive and given no further consideration. Proposals **MUST** give evidence of the following compliance to the mandatory requirements, and present supporting documentation.

Each mandatory technical criterion should be addressed separately.

Mandatory Criteria (MC)

For the purposes of the mandatory criteria specified below, the experience of the Bidder, its employees and sub-contractors will be considered.

Item #	Mandatory Requirement	Reference to Page Number in Proposal
Proposed Resource (Project Manager)		
M1	<p>The Project Manager must demonstrate at least a Bachelor’s degree in a relevant field such as economics, business, engineering, or public policy from a recognized university.</p> <p>Proof of education must be provided</p>	
M2	<p>The Project Manager must demonstrate having been a main contributor on two (2) projects relevant to the Statement of Work completed within the past 10 years. Relevant projects are considered to be those that pertain to the following topics: automated driving technology, commercial motor vehicle operations, vehicle/road transportation policy and/or general transportation policy.</p> <p>For each project the bidder must provide, at a minimum:</p> <ul style="list-style-type: none"> • A brief description of the project, including objectives • Duration of the project (start and end date) • Proposed role of the project • Contact information (name, title, phone number or email address) for the organization for which the project was performed 	
Proposed Resources (Project Team)		
M3	<p>The Bidder must describe the team, or individual, that it proposes to complete the work. The description of the team, or individual, must include:</p> <ul style="list-style-type: none"> • A list of team members (including subcontractors, as applicable) • Their proposed roles and responsibilities in relation to the work in the SOW, as applicable • Current CV’s of all proposed Project Team members, including their education and list of any relevant projects they may have worked on in the past, as applicable <p>A multi-person team is not necessarily required should the Bidder deem the scope of the work feasible for one individual with the appropriate expertise to complete.</p>	

Corporate Experience	
M4	<p>The Bidder must provide one or more project example(s) demonstrating a minimum of 2 years' experience within the past 8 years' in at least one of the following subject matters:</p> <ul style="list-style-type: none"> • Vehicle automation • Motor carrier operations • Transportation policy <p>For each project the bidder must provide, at a minimum:</p> <ul style="list-style-type: none"> • A brief description of the project, including objectives • Duration of project (start and end date) • Proposed resources' role on the project • Contact information (name, title, phone number or email address) for the organization from which the project was performed.

Point Rated Technical Criteria

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

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

The scoring for the following section will be based on the following Ratings Scale:

Score	Rating	Description of Rating
0	Inadequate	Did not provide requested information
2	Weak	Minimal or unclear detail provided that demonstrates the Bidder has limited capacity and experience of little relevance to the work described in the Statement of Work.
3	Adequate	An adequate level of detail provided that demonstrates the Bidder has a level of capability and experience that is somewhat relevant to the work described in the Statement of Work.
4	Full satisfactory	Thorough and complete level of detail provided that fully demonstrates the Bidder has a level of capability and experience that is mostly relevant to the work described in the Statement of Work.
5	Strong	Extensive detail provided that fully and completely demonstrates the Bidder has a level of capability and experience that is highly relevant to the work described in the Statement of Work.

Criteria #	Point Rated Technical Criteria	Reference to Page # in Proposal (Bidder to insert)	Maximum Points Available
1.	<p>Experience of firm and proposed resources</p> <p>The proposal shall identify resources to be assigned to the project, their individual experience in relevant work and relevant company experience required for execution of the project (Maximum 85 points). A minimum passing score is 51.</p>		

Bidder Experience			
PR1	<p>The Bidder should provide a list of projects conducted related to automated vehicles. To meet this criteria each project must include:</p> <ul style="list-style-type: none"> • A brief but comprehensive description of the project including objectives and geographic region • Duration of the project (start and end date) <p>Five (5) points maximum for each project; maximum of fifty (25) points.</p>		25
PR2	<p>The Bidder should provide a list of the projects conducted, related to commercial motor vehicle operations. To meet this criteria each project must include:</p> <ul style="list-style-type: none"> • A brief but comprehensive description of the project including objectives and geographic region • Duration of the project (start and end date) <p>Five (5) points maximum for each project; maximum of fifty (25) points.</p>		25
PR3	<p>The Bidder should provide a list of the projects conducted related to transportation policy. To meet this criteria each project must include:</p> <ul style="list-style-type: none"> • A brief but comprehensive description of the project including objectives and geographic region • Duration of the project (start and end date) <p>Five (5) points maximum for each project; maximum of fifty (25) points.</p>		25
Proposed Resources' Experience			
PR4	<p>The Bidder should list the title of any publication for which it was the main contributor (i.e. technical reports, journal papers, etc.) along with the abstract that the proposed resources for this project have worked on related to automated vehicles, commercial motor vehicle operations, and/or transportation policy.</p> <p>Two (2) point for each publication; maximum of ten (10) points.</p>		10
		Bidder's score	

The scoring for the following section will be based on the following Ratings Scale:

Score	Rating	Description of Rating
0	Inadequate	Did not provide requested information
8	Weak	Minimal or unclear detail provided that demonstrates the Bidder has limited capacity and experience of little relevance to the work described in the Statement of Work.
12	Adequate	An adequate level of detail provided that demonstrates the Bidder has a level of capability and experience that is somewhat relevant to the work described in the Statement of Work.
16	Full satisfactory	Thorough and complete level of detail provided that fully demonstrates the Bidder has a level of capability and experience that is mostly relevant to the work described in the Statement of Work.
20	Strong	Extensive detail provided that fully and completely demonstrates the Bidder has a level of capability and experience that is highly relevant to the work described in the Statement of Work.

I. METHOD PROPOSED

The proposal will be evaluated based upon the method presented to achieve the identified project objectives within the timelines indicated. (Maximum 140 points). A minimum passing score is 98.

PR5 – Work Method and Structure

The Bidder should demonstrate an understanding of the logistical requirements to conduct the project successfully. The Bidder should demonstrate this understanding by defining a work plan that is clear, detailed and feasible.

The method will be evaluated based on its potential to fulfill the study objectives and obtain the required information. If demonstrated the bidder will receive up to the full point amount, if not demonstrated they will receive zero (0) points.

(a)	Suitability of methods proposed to research the current work underway internationally to support automated motor carriers.		20
(b)	Suitability of scope of information to gather on preparations for automated motor carriers.		20
(c)	Suitability of sources expected to consult to gain understanding of preparations for automated motor carriers		20
(d)	Work plan and schedule identified		20
(e)	Proposed resource allocation, role and level of effort described for each phase of the project		20
(f)	Major deliverables addressed		20
(g)	Identification of key steps and activities in the project		20
Bidder's Score			
Bidder's Total Score			
Minimum pass score			149

*The successful Bidder must meet all of the Mandatory Technical Criteria and achieve a score of 149/225 or better in the Rated Technical Criteria listed above.

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 Status and Availability of Resources

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

5.2.3 Education and Experience

5.2.3.1 *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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Work to be performed is detailed under ANNEX A of the resulting contract clauses.

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](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity) 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 Award to March 31, 2023, inclusive.

All deliverables must be received in accordance with section 5. Deliverables of ANNEX A – STATEMENT OF WORK.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cory Lajoie
Title: A/Procurement Specialist
Transport Canada
Address: 344 Edmonton St, Winnipeg, MB, R3B 2L4

Telephone: 204-228-2267
E-mail address: cory.lajoie@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:
(inserted at 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

(inserted at Contract Award)

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 – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of the total estimated cost identified on page one (1) of this contract. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Price

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.

6.7.3 Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Statement of Work and the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

6.8 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated _____

6.11 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

1. Background

Automated motor carriers have the potential to transform transportation in Canada in a number of ways, with potential benefits for safety, the economy, and the environment. It is important that Canada is aware of work being done internationally to prepare for the testing and deployment of automated motor carriers, particularly with respect to safety and regulatory authorizations. This information will help inform how Transport Canada prepares for the safe testing and deployment of automated motor carriers on Canadian roads.

Recently, there has been significant international investment and research conducted on emerging motor carrier technologies, including the incorporation of the Society of Automotive Engineers (SAE) level 3-5 automated driving systems (ADS) into commercial vehicles. Although the timeline for the commercial deployment of ADS in commercial trucks and buses remains unclear, it is important for Transport Canada's Road Safety and Vehicle Regulation Division to think proactively about the potential safety benefits and risks associated with these technologies, the types of safety requirements that may be needed in the future, and the identified regulatory and legislative barriers to the deployment of automated trucks and buses.

2. Objective

TC's objective for this project is to better understand the current work underway internationally to support automated motor carrier (e.g. truck and bus) testing, what safety regimes have been established by governments to support this testing, and what initiatives have been undertaken by governments and other entities to examine barriers to the deployment of motor carrier operations.

3. Requirements

TC's Road Safety and Vehicle Regulation Division requires a contractor consultant with experience in research and analysis of transportation policy and/or technology to perform an environmental scan of international work undertaken by governments, testing organizations, and other entities to support the testing and deployment of automated motor carriers.

A background in vehicle automation and/or motor carrier operations is considered a particular asset (but not a strict requirement).

4. Tasks

- 4.1 Initiate meeting between consultant and TC's MRSP directorate representatives to discuss the objective and requirements for the project.
- 4.2 The contractor is to submit a draft outline of the report showing the proposed areas of focus and key jurisdictions of study along with a rationale as to why they were chosen.
- 4.3 The contractor is to submit a draft report to the project authority (PA) for review. The report must include an analysis of government and industry efforts to prepare for the testing and deployment of automated motor carriers. Specific attention should be made examining/summarizing the following:
 - Government frameworks and regimes established to prepare for automated motor carrier testing and deployment;
 - Specific regulatory and legislative barriers to truck automation identified by governments; and

- Lessons learned and challenges identified in preparing for the testing and deployment of automated motor carriers.
- 4.4 Within the report, the consultant must reference relevant information from various sources, including reports from other jurisdictions and academia, media, etc. to ensure that TC has an understanding of the breadth of work being undertaken internationally. The sources must be consistently cited using a recognized style for referencing material (e.g., Oxford, APA, Chicago).
 - 4.5 The PA will review the draft report to ensure that the consultant is meeting the overall objective of the project. The PA will provide feedback in writing to the consultant within 15 business days.
 - 4.6 The consultant will submit a final version of the report to the PA
 - 4.7 The consultant will prepare a final presentation (to be conducted electronically) of their findings. The audience for the presentation (MS Teams/Webex, participants, etc.) will be discussed and agreed upon between PA and consultant prior to the submission of the final report.

5. Deliverables

5.1 The contractor will be responsible for providing the following related deliverables as identified by the PA in each task authorization:

Task #	Task Description	Due Date
i.	Initial meeting between departmental representatives and consultants	2 weeks following signing of contract
ii.	Draft outline due to PA	2 months following signing of contract
iii.	PA review of draft and provide comments	5 months following signing of contract
iv.	Final report submitted to PA	6 months following signing of contract
vi.	Presentation of findings	Within 3 weeks of PA accepting final report

5.2 All Deliverables are to be submitted electronically to the PA in a compatible version of MS Office 2013 and MS Excel 2013.

6. Location of Work

All work will be conducted offsite with the exception of the possible attendance of any in-person meetings at the TC-MRSP offices in accordance with public health COVID-19 guidelines.

7. Responsibility of the Resource

The Resource responsibilities are as follows:

- 7.1 Provide any written reports or documentations electronically to the PA on designated time periods established in Article 5 – Deliverables;
- 7.2 Request in writing to the PA, any required clarifications, requirements or concerns on any aspect of Article 4 – Tasks and Article 5 - Deliverables;
- 7.3 Send in writing to both the Contractor and the PA if the Resource is unable to meet timelines indicated in Article 5 – Deliverables; and
- 7.4 Regular online bi-weekly meetings to report on the status of work conducted and where the deliverables are within the required timeline in Article 5 – Deliverables.

8. Responsibility of the Contractor

The Contractor responsibilities are as follows:

- 8.1 The Contractor will be responsible for the effective supervision and coordination of the efforts of its resource to minimize the effort required by the Committee to manage the requirement;
- 8.2 The Contractor will be responsible for all human resources and disciplinary actions for its resource for the duration of the contract;
- 8.3 The Contractor will be responsible for the immediate removal of any resource, upon request from the TA; and
- 8.4 The Contractor will be responsible for the cost of the training fees for any specialized training for any replacement resources, should any of the primary resources be unable to fulfill the obligations of this contract;
- 8.5 For providing a Secondary Resource at the request of the PA, should the Primary not be available for a significant period of time or unable to further provide the Work associated in this statement of work; and
- 8.6 To contact the contract authority (CA), and only the CA, for any contractual issues concerning the Task Authorization Contract and/or Task Authorization Call-Up.

9. Responsibility of Transport Canada

Transport Canada responsibilities are as follows:

- 9.1 All available data, document and /or database access deemed necessary by the PA for the provision of the services established in statement of work;
- 9.2 Meetings will be conducted electronically;
- 9.3 PA will provide a review and recommendation within 15 (15) business days of any draft document;
- 9.4 PA will be responsible for notifying the CA immediately of any disciplinary issues with regard to the Contractor's Resource; and
- 9.5 CA will be responsible for immediately notifying by phone and follow-up by email to the Contractor of any non-urgent disciplinary issues.

10. Constraints

- 10.1 All reports, documents, processes and deliverables developed and/or updated by the CA must be submitted for review, approval and if applicable signature of the PA;
- 10.2 The PA will review the accuracy and completeness of the material submitted as deliverables and determine the quality of the submission has been done in such a way as to deem the work acceptable.

- 10.3 The PA will have fifteen business days to review the final report and either accept or request changes. Once a change is requested, the CA will have two weeks to make appropriate changes and submit the final deliverable for acceptance.
- 10.4 Decisions concerning revision or definition of policy, budgets, as well as contractual obligations and requirements are excluded from the Contractor services. Resource must limit themselves to providing comments and recommendations only to the PA on the issues associated in the Task;
- 10.5 Resource providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada;
- 10.6 During the performance of the Contract, the Contractor or Contractor's Resource must not direct any departmental organizations, or any personnel of any third parties with whom Canada has or intends to contract, to perform any action;
- 10.7 All correspondence, either initiated by the Resource or by any section of TC-MRSP, must be submitted by the PA. Correspondence is defined as records of conversation or decisions as well any written correspondence in any format;
- 10.8 The Contractor and the Contractor's Resources must ensure that all time they do not use the Government of Canada or the Client Departmental designations, logos or insignia on any business cards, cubicle/office signs or written/electronic correspondence that in any manner leads others to perceive the Contractor or the Contractor's Resource as being an employee of Canada; and
- 10.9 Any communication with a Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the CA.

11. Language

Resource must be able to write and orally communicate in English.

ANNEX B – BASIS OF PAYMENT

1.0 Professional Services

The contractor will be paid for the Work performed in accordance with the Basis of Payment to the maximum ceiling price listed in Table 1 below.

1.1 Table 1 – Contract Period

Deliverables	Timeline	Milestone %	Total \$
Draft Report	2 months following Contract Award	Once approved by the Department Representative, the Contractor is to receive 50% of the total value of the contract.	
Final Report	6 months following Contract Award	Once approved by the Department Representative, the Contractor is to receive 50% of the total value of the contract.	
Applicable Taxes:			
Total Price:			