

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
THIS DOCUMENT CONTAINS NO SECURITY
REQUIREMENT

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail: Connect service

Attention: - Attention: Natasha Blackstein

Solicitation Closes - L'invitation prend fin

At - à:

2:00 PM - 14:00

On - le:

29 November, 2022

Time Zone - Fuseau Horaire : Eastern Standard Time [EST]

Title - Suiet

Dangerous Goods (DG) Hazards on Bridges

Solicitation No. N° de l'invitation T8080-220243

Date of Solicitation
Date de l'invitation

20 October, 2022

Address enquiries to: - Adresser toute demande de renseignements à :

Natasha Blackstein

Telephone No. - N° de telephone E-Mail Address - Courriel 343-550-2321 Natasha.blackstein@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

See herein - Voir aux présentes OR [Insert date] - [Insérer la date]

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



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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

In support of TC's objective to have a safe and sustainable transportation system, the TDG Directorate is undertaking a project to determine the relative risk factors in transporting DGs on various bridge types and with a variety of characteristics (e.g., material, condition, span) in order to ultimately guide DG-related restrictions and regulations.

Since TC is the regulator for international and interprovincial bridges (i.e., bridges that span between Canada and the United States (U.S.) and between provinces/territories), this study's results will be used to assess risks on these bridges. The Contractor is encouraged to use information and knowledge of all bridges and form the study's results in such a way that findings can be applied to most Canadian bridges. There are over 25 international bridges in Canada, of which the majority allow commercial road or rail transport. There is a wide range of rules with respect to the transportation of DGs. These rules change from time-to-time, but they are not routinely reviewed. For example, the Ambassador Bridge, which is the busiest international bridge between Canada and the U.S. in terms of commercial traffic, prohibits DGs of:

- Class 1 (explosives),
- Class 3 (flammable liquids),
- Class 6.2 (micro-organisms that are infectious),
- Class 7 (radioactive material), and
- Class 8 (corrosives).

These restrictions have been in place since April 2014. In 2020, the State of Michigan proposed lifting restrictions on the transportation of Class 3 and Class 8 DGs on the Ambassador Bridge. This was rescinded in January 2022. Nonetheless, this prompted the TDG Directorate to consider conducting further analysis into a more robust, long-term, and proactive response to these potential changes affecting all international bridges moving forward.

1.2 Debriefings

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

1.3 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to Transport Canada via epost Connect by the date, time and place indicated in the bid solicitation at natasha.blackstein@tc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.2.1 epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the <u>epost</u> Connect service provided by Canada Post Corporation.
 - i. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Transport Canada is: natasha.blackstein@tc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to natasha.blackstein@tc.gc.ca, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to natasha.blackstein@tc.gc.ca requesting to open an epost

Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Bidder sends an email requesting epost Connect service to the specified email in the bid solicitation, an officer of Transport Canada will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. Transport Canada will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or Transport Canada. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for Transport Canada when initiating a conversation in epost Connect or communicating with Transport Canada and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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;
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 10 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 Bidder's Conference

A mandatory bidders conference will be held via Microsoft Teams on Wednesday, Nov 9 ,2022 at 1pm-3pm EDT. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than November 4, 2022 at 12pm. Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid

2.7 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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 accordance with section Part 2 – Bidder Instructions 2.3 epost Connect. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

It is recommended that all electronic documents be submitted using PDF file format.

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 in Annex B.

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

Section IV: 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 technical", "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

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criteria should be addressed separately. Please note where in the bid each criteria is addressed.

For all project summaries used to demonstrate experience, the Bidder must provide the following information:

- Name of the client(s) / employer(s) (Note: if this cannot be provided due to confidentiality, replace with "confidential");
- The start and end dates of the project;
- Objective(s) of the project;
- Details about the work performed by the proposed resource(s) including number of working months, tasks, technologies used, and deliverables; and,
- Reference contact information that can attest to the quality of the work completed by the Bidder. References may be contacted to validate the information provided in the Bidder's proposal.

Criteria	Mandatory Technical Criteria	Met/Not Met	Reference in Proposal
M1	The Bidder <u>must</u> demonstrate using project summaries that the proposed team includes at least one team member with a minimum ten years of experience (within the period from January 2005 to date of Bid Closing) in the following:		
	 Experience in engineering consulting regarding technical/engineering topics; 		
	 Experience designing and/or assessing bridges of various types, material, and span; 		
	 Experience completing research on incidents involving highway vehicle or rail traffic on bridges; 		

· Experience assessing risk factors of bridges; • Experience working with technical codes or standards; and • Experience in technical or engineering report A minimum of two project summaries must be included for each team member. More than one team member may be proposed with expertise in distinct experience items as long as there is at least one team member with ten or more years of experience for each experience item. Years of experience cannot be split between team members; for example, two team members that each have five years of experience in the same experience item will not be accepted as successfully meeting this criteria. The Bidder must state which experience item is being exemplified by each project summary. The Bidder must submit a CV for each proposed team М2 member. The Bidder must submit with their proposal a М3 preliminary Work Plan in accordance with Annex A-Statement of Work.

4.1.1.2 Point Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified herein. Each point rated technical criteria should be addressed separately. Please note where in the bid each criteria is addressed. The Bidder may use the same project summaries provided in the Mandatory Technical Criteria and to cover multiple Point Rated Technical Criteria.

Point	Rated Technical Criteria	Maximum Points	Reference in Proposal
R1	 The Work Plan submitted in M3 as part of the Bidder's proposal will be evaluated based on the following: Tasks to be performed and the approach/methodology for performing them; Proposed data sets to be used; Schedule (e.g., Gantt chart) for the performance of each element of work and submission of deliverable(s); and Suggested table of contents for the final report. 		

Point allocation: Up to 10 points will be allotted for each 40 points component above. 2 points = The tasks or schedule do not align with the scope of work. There are less than five proposed data sets/sources. The table of contents does not include subheadings and section titles are vague. 7 points = Key information is provided with some minor details missing. The tasks or schedule align with the scope of work with minor discrepancies. There are more than five proposed data sets/sources. The table of contents includes subheadings. 10 points = The tasks or schedule align with the scope of work. There are more than five proposed data sets/sources. The table of contents includes subheadings and section titles are written in plain language and The Bidder should demonstrate using project summaries (maximum four) that the proposed team has experience (within the period from January 2010 to date of Bid Closing) designing and/or assessing bridges. Include the R2 type, material, and span of the bridge(s) involved in each 20 Points project. Point allocation: For each project summary that involves the design or assessment of bridges and lists the type. material, and span of the bridge(s), 5 points will be awarded. 0 points awarded if not addressed. The Bidder should demonstrate using project summaries (maximum four) that the proposed team has experience (within the period from January 2010 to date of Bid R3 Closing) completing research on incidents involving 20 Points highway vehicle or rail traffic on bridges. Point allocation: For each project summary that involves research on incidents involving highway vehicle or rail traffic on bridges, 5 points will be awarded. 0 points awarded if not addressed. The Bidder should demonstrate using project summaries (maximum four) that the proposed team has experience 20 Points R4 (within the period from January 2010 to date of Bid Closing) assessing risk factors of bridges. Point allocation: For each project summary that involves assessing risk factors on bridges, 5 points will be awarded. 0 points awarded if not addressed. The Bidder should demonstrate using project summaries (maximum ten) that the proposed team has expertise in a variety of bridge types by stating which bridge type(s) were R5 involved in each project summary.

Point allocation:	40 points	
0 points = 0-1 bridge types		
10 points = 2-5 bridge types		
20 points = 5-9 bridge types		
40 points = 10+ bridge types		
Point Rated Technical Score = /140		

4.1.3 Financial Evaluation

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

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; and
 - b. meet all mandatory criteria;

The rating is performed on a scale of 140 points.

- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.62	89/135 x 70 = 46.14	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.16	73.14	77.70
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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 website.

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010B</u> (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules 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 May 31, 2023 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein Title: Procurement Specialist Organization: Transport Canada Address: 330 Sparks Street Ottawa, ON K1A 0N Telephone: 343-550-2321

E-mail address: natasha.blackstein@tc.gc.ca

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

6.5.2	Project Authority
The Pro	oject Authority for the Contract is: [to be provided upon contract award]
Name:	
Title: _	
	zation:
Addres	S:
Telepho	one:
Facsim	ile:
E-mail	address:
carried Work u Project of the V	oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the inder the Contract. Technical matters may be discussed with the Project Authority; however, the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative
Name:	
Title: _	
Organiz	zation:
Teleph	one:
Facsim	ile:
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 <u>Public Service Superannuation Act</u> (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)

For the Work described in the Statement of Work in Annex A, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and Appendix B- "Basis of Payment".

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

 The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of the release document and any other documents as specified in the Contract;
- b. A copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
 - The original must be forwarded to the address shown on page 1 of the Contract for certification and payment;

b. By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be

considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Project Authority in its covering e-mail.

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 <u>4013</u> (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions <u>2010B</u> (2022-01-28), General Conditions Professional Services (Medium Complexity;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of;
- (f) the Contractor's bid dated _____.

6.12 Insurance- No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 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. Title

Dangerous Goods (DG) Hazards on Bridges

2. Background

The Transportation of Dangerous Goods (TDG) Directorate of Transport Canada (TC) is the main channel for the national program to promote public safety during the transportation of dangerous goods (DGs). The TDG Directorate serves as the major source of regulatory development, information, and guidance on DG transport for the public, industry, and government employees in Canada. The TDG Directorate supports this mandate by studying how DGs are handled, offered for transport, and transported through the transportation system, including assessing risk and conducting research on incidents, to inform decision-making processes.

In support of TC's objective to have a safe and sustainable transportation system, the TDG Directorate is undertaking a project to determine the relative risk factors in transporting DGs on various bridge types and with a variety of characteristics (e.g., material, condition, span) in order to ultimately guide DG-related restrictions and regulations.

Since TC is the regulator for international and interprovincial bridges (i.e., bridges that span between Canada and the United States (U.S.) and between provinces/territories), this study's results will be used to assess risks on these bridges. The Contractor is encouraged to use information and knowledge of all bridges and form the study's results in such a way that findings can be applied to most Canadian bridges. There are over 25 international bridges in Canada, of which the majority allow commercial road or rail transport. There is a wide range of rules with respect to the transportation of DGs. These rules change from time-to-time, but they are not routinely reviewed. For example, the Ambassador Bridge, which is the busiest international bridge between Canada and the U.S. in terms of commercial traffic, prohibits DGs of:

- Class 1 (explosives),
- Class 3 (flammable liquids),
- Class 6.2 (micro-organisms that are infectious),
- Class 7 (radioactive material), and
- Class 8 (corrosives).

These restrictions have been in place since April 2014. In 2020, the State of Michigan proposed lifting restrictions on the transportation of Class 3 and Class 8 DGs on the Ambassador Bridge. This was rescinded in January 2022. Nonetheless, this prompted the TDG Directorate to consider conducting further analysis into a more robust, long-term, and proactive response to these potential changes affecting all international bridges moving forward.

3. Project Objective

The overall objective of this project is to determine the relative risk factors (i.e., hazards) of transporting DGs across bridges of varying design type, material, condition, and span. See Section 4 for more detail on the bridge characteristics this study will assess. Risk factors due to an incident involving dangerous goods may include but not limited to:

- Extent of damage caused by the DG (e.g., severity of structural damage, likelihood of bridge
- Safety risk (e.g., injury, fatality) to employees and the general public;
- Environmental damage; and
- Remediation efforts required.

The Contractor shall identify other risk factors that they deem significant.

To support this objective, the TDG Directorate requires the services of a Contractor to complete hazard assessments with respect to incidents involving commercial DG transports on bridges. This project will identify and assess hazards posed by Class 3 (flammable liquids) and Class 8 (corrosives) DGs only. since these classes represent the largest volume of DGs transported.

Note that for the purposes of this study, "bridge" includes both road and railway bridges. It excludes overpasses and tunnels.

4. Tasks

To complete the project's objective, the following tasks have been identified:

TASK 1 - Kick-Off Meeting & Finalized Work Plan

1.1 Host a Kick-Off Meeting

Upon award of the contract, the Contractor shall host an initial kick-off meeting (via teleconference/videoconference) with staff from TC to clarify the project's objective and ensure a common understanding regarding the information to be gathered and the appropriate level of detail, given the objectives and requirements of the project. During this meeting, the Contractor shall share their provisional approach and methodology as well as any modifications to the proposed work plan submitted during the Request for Proposal.

1.2 Submit a Finalized Work Plan

Upon receipt of feedback on the approach and methodology by the Technical Authority, the Contractor shall develop a finalized work plan that identifies:

- Tasks to be performed and the approach/methodology for performing them;
- Roles and responsibilities of the resources proposed to perform the work;
- Proposed data sets to be used in the analysis of data from past physical tests, incidents, or literature that are currently available to the Contractor and those that are intended to be acquired with a proposed methodology to obtain them;
- Deliverables to be produced;
- Schedule for the performance of each element of work and submission of deliverable(s); and
- Suggested table of contents for the final project report.

The finalized work plan shall be submitted to the Technical Authority within five business days of the kick-off meeting.

TASK 2 – Background Review

As a preliminary step in the study, the Contractor shall propose the bridge types or groups of types that are most predominant in Canada, prioritizing bridge types that represent Canada's international bridges. The Technical Authority will confirm that this list meets TC's objectives. Subsequently, the Contractor shall:

- Assemble all relevant literature and reports pertaining to any past physical tests, modelling, hazard and/or risk assessments, and the like, of DG transport and/or incidents on the identified bridge types.
- Review the extent of DG-related bridge incidents, including injury and/or fatalities, damage to
 infrastructure, and environmental impacts. This information will inform/validate the prediction of
 risk factors and consequences developed during this study.
- Identify the cause of major DG-related bridge incidents and assess whether the bridge characteristics (e.g., type, material, condition, span) played a role in the hazards experienced. In other words, did the bridge characteristics lessen or worsen the effects of the DG incident?
- Specify a preliminary or generalized list of risk factors that the Contractor recommends be incorporated in this study; some examples are listed in Section 3 – Project Objective.
- Identify best practices of risk assessments from other international or non-international bridge examples.

For the above activities, the Contractor shall find and review relevant resources from Canadian sources, as well as U.S. and international (e.g., European) data. It is the Contractor's responsibility to complete their own research and background review to a detail sufficient to complete the project's tasks.

TASK 3 – Determine Short-List of Bridge Characteristic Combinations

Every bridge has unique characteristics with respect to type, material, condition, and span, and thousands of characteristic combinations exist. To efficiently bookend the scope of this project, the Contractor shall develop a short-list of 10 bridge characteristic combinations that will be carried forward to Task 4. Based on industry knowledge and background research completed as part of Task 2, the Contractor shall determine a short-list that is representative of most international and major domestic bridges currently operating in Canada.

For example, if the bridge types were confirmed by the Contractor in Task 2 as the following:

- Truss (e.g., cantilever, deck, arch);
- Suspension;
- Cable-stayed:
- Arch;
- · Swing; and
- Girder;

then the Contractor will confirm common material type(s) of the base/foundation of each bridge type (e.g., steel, concrete, asphalt) as well as reasonable buckets for bridge span that would be commonly seen (e.g., <250 m, 250-500 m, >500 m).

Next, the Contractor shall apply a condition (i.e., structural integrity) scale. An example of a condition scale is as follows:

Great – There are no structural integrity concerns with the bridge. The bridge was constructed recently.

Standard – The bridge has no immediate structural integrity concerns. The bridge was not constructed recently but it is also not nearing the end of its useful life. No major repairs are required, but some upkeep activities are planned.

Poor – The bridge is reaching the end of its life or will require a significant overhaul in the next 10-15 years in order to continue being used.

The Contractor should use their experience and expertise to define varying conditions of bridges. Note that this is a relative scale.

Within the 10 short-listed bridge characteristic combinations, a complete range of condition (e.g., great, standard, poor) and span (e.g., <250 m to >500 m) should be covered.

Table 1 shows an example of a short-list of potential characteristic combinations. **Note that this is solely for exemplary purposes** and the combinations brought forward must be determined and justified by the Contractor.

Table 1: Example Short-List of Bridge Characteristic Combinations

No.	Туре	Base Material	Condition	Span
1	Truss	Steel	Great	<250 m
2	Truss	Steel	Standard	250-500 m
3	Truss	Concrete	Standard	500+ m
4	Suspension	Steel	Standard	250-500 m
5	Suspension	Steel	Great	500+ m
6	Cable-stayed	Steel	Standard	500+ m
7	Cable-stayed	Concrete	Great	500+ m
8	Arch	Asphalt	Poor	<250 m
9	Swing	Concrete	Great	250-500 m
10	Girder	Steel	Standard	<250 m

The Contractor shall detail the process they took to develop the short-list in the Draft Report.

TASK 4 – Risk Factor Identification & Analysis

Following the completion of Tasks 2 and 3 to the satisfaction of the Technical Authority, the Contractor shall determine key risk factors (see examples in Section 3 – Project Objective) needed to assess the impact of a Class 3 (flammable liquids) and Class 8 (corrosives) DG transportation incident on each of the 10 short-listed bridge characteristic combinations.

The objective of this task is to answer the following:

- Generally, what hazards do Class 3 (flammable liquids) and Class 8 (corrosives) DGs pose on the integrity of bridges and the safety of bridge users?
- Which combination(s) of DGs and bridge characteristics would have a high safety consequence?
- Does the bridge type, condition, material, and span increase or decrease the risk of incidents?

Specifically, the Contractor shall assess four incident types, which will resemble the following:

- Class 3 (flammable liquids) large means of containment (MOC) (e.g., highway tank, rail car) spill with fire;
- Class 3 (flammable liquids) large MOC spill without fire;

- Class 8 (corrosives) large MOC spill; and
- Class 8 (corrosives) small MOC spill.

The details of these incidents will be discussed during the kick-off meeting.

In integration with the 10 short-listed bridge characteristic combinations, this equates to <u>40 incident</u> <u>scenarios</u>. The Contractor shall assess each of the 40 incident scenarios using a relative scale for hazard level and prepare a hazard level matrix. Hazard levels will be assessed based on the relevant risk factors specific to the bridge characteristics and the DG Class for each scenario. A resulting matrix may resemble the following:

Bridge		mable Liquids)	Class 8 (Corrosives)		
Characteristic Combination No.	Large MOC Spill with Fire	Large MOC without Fire	Large MOC Spill	Small MOC Spill	
1	High, moderate, or low	High, moderate, or low	High, moderate, or low	High, moderate, or low	
2	Etc.	Etc.	Etc.	Etc.	
3					
4					
5					
6					
7					
8					
9					
10					

The Contractor shall define what constitutes high, moderate, and low hazard levels, and shall provide the justification for each incident scenario's identified hazard level in the matrix. Example hazard level criteria could include the following:

Low – There will be little traffic disruption and low chance of bridge damage.

Moderate – There will be some traffic delays, historic damage requiring repair, and likely delayed emergency response.

High – There will be multi-day disruptions and bridge type will likely experience catastrophic interaction with the DG released.

The Contractor should use their experience and expertise to define varying hazard levels and confirm these level definitions with the Technical Authority before completing the final assessment.

TASK 5 - Draft Reports & Presentation

The Contractor shall:

- Develop the Draft Report, with appropriate references, incorporating all results, outcomes, analyses, and recommendations containing, at a minimum, the sections present in the outline that was approved following the kick-off meeting. Submit the Draft Report for review to the Technical Authority in Microsoft Word format.
- Incorporate comments and feedback from the Technical Authority.
- Issue an updated Draft Final Report, in both Microsoft Word and PDF format, with all changes completed. The Draft Final Report will be circulated more widely at the TDG Directorate to illicit feedback from several stakeholder groups. This report may also undergo a peer review.
- If any major comments are received by the Technical Authority or the peer reviewer, address the comments and re-submit a Draft Final Report.
- Establish a mutually agreeable date with the Technical Authority to present the results of the study by videoconference to an audience of the Technical Authority's discretion.
- Develop a draft presentation file using MS PowerPoint that shall be sent to the Technical Authority by email at least 3 business days prior to the presentation date.
- Deliver the presentation to TC stakeholders via videoconference. Allow time for questions and make notes of all feedback received, which shall also be incorporated in the Final Report.

TASK 6 - Final Report & Closeout

The Contractor shall submit the Final Report, in PDF format, that summarizes the work performed, incorporates all prior reviews and feedback, and is free of grammatical and typographical errors.

5. Ongoing Communication & Meetings

Provide Progress Updates

The Contractor shall lead teleconference/videoconference calls on a monthly basis, or at the request of the Technical Authority, to provide progress updates along with a written monthly status update. The monthly status update shall be provided to the Technical Authority in writing by email two business days in advance of each meeting, based on TC's provided template, and include:

- Technical progress on tasks;
- · Financial update; and
- Any delays identified and mitigations suggested.

Check-In Sessions

In addition to the monthly progress update calls, as described above, the Contractor shall plan for biweekly check-in sessions with the Technical Authority (or less frequently, per the discretion of the Technical Authority) to discuss the risk assessment approach, results to-date, and confirming the path forward aligns with the project goals and TDG's vision. These check-in sessions will be task-based to provide guidance to the Contractor and ensure the project is progressing appropriately.

6. Schedule

Timelines listed in Table 2 are tentative and will be agreed upon at the kick-off meeting. The project must be completed by May 31, 2023.

Table 2: Project Schedule

Deliverable	Timeline
Kick-off Meeting	Within 5 business days after contract is awarded
Work Plan	Within 5 business days after kick-off meeting
Draft Report	Within 10 calendar weeks after contract is awarded
	The Technical Authority will provide comments on the Draft Report
	within 5 business days of its receipt
Draft Final Report	Within 10 business days from receiving Draft Report comments
	The Technical Authority will provide comments on the Draft Final
	Report, including peer review comments, within 20 business days of its
	receipt
Second Submission of Draft	Within 10 business days from receiving Draft Final Report comments
Final Report (if required)	The Technical Authority will provide comments on the second
	submission of the Draft Final Report within 5 business days of its
	receipt
Draft Presentation Slides	Within 5 business days from receiving Draft Final Report comments
	(the latter of the first or second submission, if applicable)
	The Technical Authority will provide comments on the Draft
	Presentation Slides within 2 business days of their receipt
Presentation to TC	Within 10 business days after completion of the Draft Final Report (the
Stakeholders	latter of the first or second submission, if applicable)
Final Report	Within 10 business days after any final comments have been received
	from TC

7. Location of Work

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

8. Language of Work

The principal language of communication will be English. Progress reports, working papers, the draft and final report, presentation, and all other material must be provided in English. TC will be responsible for translation of the report and other materials into French as required.

9. Contractor Obligations

The Contractor is responsible for ensuring the work is adequately planned, organized, and carried out by experienced and competent personnel; arranging meetings necessary for the conduct of the work; and providing their own administrative and logistical support. The Contractor shall ensure that the requirements of this Statement of Work (SOW) are delivered on time, of acceptable quality, and on budget.

The Contractor must immediately notify the Technical Authority via email, phone call, and/or meetings via videoconference of any issues, problems, or concerns (e.g., delays) in relation to the work being completed under the contract, as they arise. Should the Contractor request a change to the scope, the Contractor will inform the Technical Authority with a written email request outlining the reason for the requested change, along with a draft of the proposed amendment for review.

In addition to the above, the Contractor shall:

- Use their own equipment and software for completion of tasks included in this SOW.
- Discuss and clarify the key activities, content of deliverables, and project risks and mitigation measures with the Technical Authority.
- Ensure information from all stakeholders is properly protected in terms of data processing and sensitive information.

10. Transport Canada Support

As required to perform the contract work and at the discretion of the Technical Authority, the TDG Directorate will endeavour to provide the Contractor personnel with:

- Relevant internal documentation;
- · Scheduled access to departmental stakeholders; and,
- Provision of timely review, feedback on, and approval of deliverables.

11. Abbreviations and Acronyms

The following abbreviations and acronyms are used in this SOW:

• DGs	Dangerous Goods
• MOC	Means of Containment
• SOW	Statement of Work
• TC	Transport Canada
• TDG	Transportation of Dangerous Goods
• U.S.	United States

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the terms and conditions of this Contract, the Contractor will be paid an all- inclusive firm price.

All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included. Applicable taxes excluded.

Milestone No.	Description or "Deliverable"	Firm Amount	Delivery Date
1	Delivery of final workplan	\$ (15% of price)	Within 5 business days after kick-off meeting
2	Delivery of draft report	\$ (60% of price)	Within 10 calendar weeks after contract is awarded
3	Delivery of final report	\$ (25% of price)	Within 10 business days after any final comments have been received from TC
(Sum o	Total Cost for Evaluation Purposes f Milestone 1 to Milestone 3 (with no Taxes))	\$	
	Applicable Taxes (insert the amount, as applicable)	\$	
Total Cost (taxes included)		\$	

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

Γhe Bid	der 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)