



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 :
Tamana.Makhni@tc.gc.ca

Attention: - Attention :
Tamana Makhni

Title - Sujet Development of Guidance Documents and Supporting Documents related to Higher Speed Rail operations-Class 6 and Higher	
Solicitation No. N° de l'invitation T8080-200093/A	Date of Solicitation Date de l'invitation 12 August 2021
Address enquiries to: - Adresser toute demande de renseignements à : Tamana Makhni Telephone No. - N° de telephone E-Mail Address - Courriel 250-600-1295 Tamana.Makhni@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 Livraison exigée See herein - Voir aux présentes	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 :
13 September 2021

Time Zone - Fuseau Horaire :
Pacific Daylight Time (PDT)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION 4

1.2 SUMMARY 4

1.3 DEBRIEFINGS..... 4

PART 2 - BIDDER INSTRUCTIONS 5

2.1 STANDARD INSTRUCTIONS, CLAUSES, AND CONDITIONS 5

2.2 SUBMISSION OF BIDS 5

2.3 FORMER PUBLIC SERVANT 5

2.4 ENQUIRIES - BID SOLICITATION 7

2.5 APPLICABLE LAWS 7

2.6 BID CHALLENGE AND RECOURSE MECHANISMS 7

PART 3 - BID PREPARATION INSTRUCTIONS 9

3.1 BID PREPARATION INSTRUCTIONS..... 9

3.2 SUBMISSION OF ONLY ONE BID..... 9

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE 11

1. GENERAL..... 11

2. PERIOD OF THE CONTRACT: CONTRACT AWARD TO AUGUST 2022..... 11

3.1 OPTIONAL PHASE 1: CONTRACT AWARD UP TO AND INCLUDING AUGUST 31, 2022 13

3.2 OPTIONAL PHASE 2: SEPTEMBER 1, 2022 UP TO AND INCLUDING AUGUST 31, 2023 13

3.3 OPTIONAL PHASE 3: SEPTEMBER 1, 2023 UP TO AND INCLUDING AUGUST 31, 2024 13

3.4 OPTIONAL PHASE 4: SEPTEMBER 1, 2024 UP TO AND INCLUDING AUGUST 31, 2025 13

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTSERROR! BOOKMARK NOT DEFINED.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 14

4.1 EVALUATION PROCEDURES 14

4.2 BASIS OF SELECTION 14

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA 17

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION 22

5.1 GENERAL..... 22

5.2 CERTIFICATIONS REQUIRED WITH THE BID 22

5.3 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION..... 22

PART 6 - SECURITY 23

6.1 SECURITY REQUIREMENTS 23

PART 7 - RESULTING CONTRACT CLAUSES 24

7.1 STATEMENT OF WORK 24

7.2 MINIMUM WORK GUARANTEE 25

7.3 STANDARD CLAUSES AND CONDITIONS 25

7.4 SECURITY REQUIREMENTS 25

7.5 TERM OF CONTRACT 25

7.6 AUTHORITIES..... 26

7.7 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... 27

7.8 PAYMENT..... 27

7.9 INVOICING INSTRUCTIONS 28

7.10 CERTIFICATIONS AND ADDITIONAL INFORMATION 29

7.11 APPLICABLE LAWS 29

7.12 PRIORITY OF DOCUMENTS 29

7.13 FOREIGN NATIONALS (CANADIAN CONTRACTOR).....	30
7.14 FOREIGN NATIONALS (FOREIGN CONTRACTOR).....	30
7.15 INSURANCE.....	30
7.14 INSPECTION AND ACCEPTANCE	30
7.15 POST-CONTRACT AWARD MEETING.....	30
7.16 GOVERNMENT SITE REGULATIONS.....	30
7.17 DISPUTE RESOLUTION	30
ANNEX A STATEMENT OF WORK	32
ANNEX B - BASIS OF PAYMENT [TO BE INSERTED AT CONTRACT AWARD]	40
ANNEX C - TASK AUTHORIZATION FORM	41

PART 1 - GENERAL INFORMATION

1.1 Introduction

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
 - Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
 - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
 - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
 - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
 - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form-Annex C

1.2 Summary

1.2.1 Description

- A. Transport Canada has a requirement for Development of Guidance Documents and Supporting Documents related to Higher Speed Rail operations-Class 6 and Higher from Contract award to August 2022, inclusive, in Ontario.

1.3 Debriefings

- A. 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

- A. 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.
- B. 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.
- C. The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;
 - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
 - (iii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

2.2.1 Electronic Submissions

- A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids submitted through epost Connect will not be accepted.

2.3 Former Public Servant

- A. 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.

2.3.1 Definitions

A. For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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;
- (ii) "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; and
- (iii) "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.

2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

- () Yes
- () No

B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (i) Name of former public servant; and
- (ii) Date of termination of employment or retirement from the Public Service.

C. 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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text>).

2.3.3 Work Force Adjustment Directive

- A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
- () Yes
- () No
- B. If so, the Bidder must provide the following information:
- (i) Name of former public servant;
 - (ii) Conditions of the lump sum payment incentive;
 - (iii) Date of termination of employment;
 - (iv) Amount of lump sum payment;
 - (v) Rate of pay on which lump sum payment is based;
 - (vi) Period of lump sum payment including start date, end date and number of weeks; and
 - (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. 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](https://buyandsell.gc.ca/) (<https://buyandsell.gc.ca/>) website, under the heading "[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
- (i) Office of the Procurement Ombudsman (OPO); and
 - (ii) 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/attachments sections as follows:

Section I: Technical Bid (1 soft copy by e-mail in PDF format)
Section II: Financial Bid (1 soft copy by e-mail in PDF format)
Section III: Certifications (1 soft copy by e-mail in PDF format)

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

Due to the nature of the bid solicitation, bids transmitted by facsimile or epost Connect will not be accepted.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

3.2 Submission of Only One Bid

- A. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- B. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - (i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (iii) The entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (iv) The entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- C. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

3.3 Section I: Technical Bid

- A. 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 in a thorough, concise and clear manner for carrying out the work.
- B. 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.

3.4 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the Attachment 1 to Part 3: Pricing Schedule.

3.4.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.
- B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4.2 Exchange Rate Fluctuation

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.5 Section III: Certifications

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

3.6 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
 - (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
 - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
 - (iv) Any other information submitted in the bid not already detailed.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

1. General

- A. Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Firm Price or Rate for each Item must be submitted.
- B. All prices must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Delivered Duty Paid (DDP), Applicable Taxes excluded.
- C. The estimated number of resources has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.
- D. Travel and living expenses will be reimbursed up to a maximum of \$10K upon approval by Contracting Authority. All Travel and Living expenses must be pre-approved by the Project Authority herein.

2. Period of the Contract: Contract award to August 2022.

2.1 Pricing Schedule

Only bids which meet all the mandatory technical criteria will be rated on their financial proposal.

The Bidder must complete this pricing schedule and include it in its financial bid. The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid

Timeframes for the deliverables below are mentioned in Annex A-Statement of work

Milestone Payment	Deliverable – Guidance Document #1	Deliverable – Guidance Document #2	Percent of Contract Value	Firm Price (CAN \$)
1	Literature Review Report #1	Literature Review Report #2	20%	[\$[Insert amount]]
2	Analysis Report to support development of Guidance Document #1 - <i>Draft</i>	Analysis and Evaluation Criteria Report to support development of Guidance Document #2 - <i>Draft</i>	20%	[\$[Insert amount]]
3	Guidance Document #1 for TSR Part I Section 4.3 - <i>Draft</i>	Guidance Document#2 for TSR Part II C 4.3 - <i>Draft</i>	10%	[\$[Insert amount]]
4	Plan Review and Evaluation Document - <i>Draft</i>	Cant Deficiency Application Review and Evaluation Document - <i>Draft</i>	10%	[\$[Insert amount]]
5	Deliver presentation on Guidance Document #1	Deliver presentation on Guidance Document #2	10%	[\$[Insert amount]]
6	Analysis Report to support development of Guidance Document #1 - <i>Final</i>	Analysis and Evaluation Criteria Report to support development of Guidance Document #2 - <i>Final</i>	30%	[\$[Insert amount]]
	Guidance Document #1 for TSR Part I Section 4.3 - <i>Final</i>	Guidance Document #2 for TSR Part II C 4.3 - <i>Final</i>		
	Plan Review and Evaluation Document - <i>Final</i>	Cant Deficiency Application Review and Evaluation Document - <i>Final</i>		
EVALUATED PRICE				[\$[Insert amount]]
1.(the sum of prices for deliverables 1 to 6, excluding taxes)				
2. Optional Phases(The sum of 3.1 to 3.5,excluding taxes)				
Taxes (insert tax amount, as applicable):				[\$[Insert amount]]
Total Cost:				[\$[Insert amount]]

Task Authorizations for Optional Phases

As and When Requested Task Authorizations: The Work or a portion of the Work to be performed for the optional services on an “as-and-when-requested basis” using a Task Authorization (TA)-Annex C. The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

3.1 Optional Phase 1: Contract award up to and including August 31, 2022

ITEM	Description	Option Year 1 Hourly Rate
1	Consultant Services to support the review of a submission to the Minister of Transport (see TASK 3 of Statement of Work). For the sake of calculating the total evaluated price we will assign an estimated timeline of 75 hours.	[\$[Insert hourly rate]]

3.2 Optional Phase 2: September 1, 2022 up to and including August 31, 2023

ITEM	Description	Option Year 2 Hourly Rate
1	Consultant Services to support the review of a submission to the Minister of Transport (see TASK 3 of Statement of Work). For the sake of calculating the total evaluated price we will assign an estimated timeline of 75 hours.	[\$[Insert hourly rate]]

3.3 Optional Phase 3: September 1, 2023 up to and including August 31, 2024

ITEM	Description	Option Year 3 Hourly Rate
1	Consultant Services to support the review of a submission to the Minister of Transport (see TASK 3 of Statement of Work). For the sake of calculating the total evaluated price we will assign an estimated timeline of 75 hours.	[\$[Insert hourly rate]]

3.4 Optional Phase 4: September 1, 2024 up to and including August 31, 2025

ITEM	Description	Option Year 4 Hourly Rate
1	Consultant Services to support the review of a submission to the Minister of Transport (see TASK 3 of Statement of Work) For the sake of calculating the total evaluated price we will assign an estimated timeline of 75 hours.	[\$[Insert hourly rate]]

3.5 Optional Phase 4: September 1, 2024 up to and including August 31, 2025

ITEM	Description	Option Year 5 Hourly Rate
1	Consultant Services to support the review of a submission to the Minister of Transport (see TASK 3 of Statement of Work). For the sake of calculating the total evaluated price we will assign an estimated timeline of 75 hours.	#[Insert hourly rate]

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 evaluation criteria.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

- A. Mandatory and point rated technical evaluation criteria are included in the Attachment 1 to Part 4 Evaluation Criteria.

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

- 4.2.1.1 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum of 55 overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 70 points.
- 4.2.1.2 Bids not meeting either (a), (b) or (c) above will be declared non-responsive.
- 4.2.1.3 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.
- 4.2.1.4 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%.
- 4.2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 4.2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

- 4.2.1.7 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 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 Technical Score	88/100	82/100	92/100
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000^* / 60,000 \times 30 = 25.00$	86.60
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30.00$	94.40**

* represents the lowest evaluated price

**represents the bidder who will be recommended for award of a contract

4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

1.0 Technical Evaluation Criteria

Proposals compliance will be evaluated on the following mandatory and rated requirements. Bidders **must** provide necessary documentation to support compliance.

Bidders are advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

TABLE A: REQUIRED FORMAT FOR DEMONSTRATING EXPERIENCE

When requested in a technical evaluation criterion to demonstrate either Work experience or Project experience, the Bidder must provide (at a minimum) the following information below in order to demonstrate compliance (in addition to any other required information identified in the criterion):

- a. The name of the client organization;
- b. Title of the proposed resource
- c. A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource;
- d. The dates/-duration of the work/project indicating the years and months of engagement by the proposed resource
- e. Title, name and email address of an individual at the organization which may be contacted to validate the information provided

2.0 Mandatory Technical Criteria (M)

The Mandatory Technical Criteria listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis.

Each Mandatory Technical Criteria should be addressed separately. Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

Table 1: Mandatory Criteria, Technical Consultant Services (M)

Number	Mandatory Requirement	Referenced Section/Page in Bidder's proposal and/ or CV	Met/Not met
Technical Consultant Services			
M1	<p>BIDDER TEAM</p> <p>The Bidder must propose a team and provide the list of proposed resources within the team.</p> <p>A) The Bidder must propose a team provide the names, titles and responsibilities of each proposed resource within the team. The bidder must indicated which proposed resource will be the Project manager/Contractor representative for this project.</p> <p>B) For each proposed resource, the bidder must provide a current Curriculum Vitae (CV), and it must include the following information:</p> <ul style="list-style-type: none"> -education (institution name and year of graduation and specialization i.e. certificate obtained) for example Bachelor of Applied Science, 2010, Carleton University -work history of the proposed resources which includes the information in Table A, to demonstrate compliance. 		
M2	<p>The Bidder must include at least one proposed resource that has worked continuously as a licensed professional engineer in the railway industry within the last ten (10) years.</p> <p>The bidder must submit current and up-to date documents in accordance with Table A demonstrating the resource's certification as a Professional Engineer in Canada.</p>		

M3	<p>The Bidder must include at least one proposed resource that has a minimum of five (5) years of experience in the last eight (8) years in the design of track infrastructure for higher speed rail systems.</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.</p>		
M4	<p>The Bidder must include at least one proposed resource that has a minimum of five (5) years of experience in the last eight (8) years in the operating system required for higher speed rail</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.</p>		
M5	<p>The Bidder must include at least one proposed resource that has a minimum of five (5) years of experience in the last eight (8) years in the evaluation or qualification of railway equipment/rolling stock used in higher speed rail systems.</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.</p>		
M6	<p>The Bidder must include at least one proposed resource that has a minimum of five (5) years of experience in the last eight (8) years working with the railway industry in Canada or the United States.</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.</p>		

3.0 Point Rated Technical Criteria (R)

Table 2: Point Rated Technical Criteria (R), Technical Consultant Services

Bids who meet all of the mandatory technical criteria will be further evaluated and scored against the following rated requirements. 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.

Number	Rated Criterion	Scoring Instructions	Referenced Section/Page in Bidder's proposal and/or CV	Max points	Bidder score
Technical Consultant Services					
R1	The Bidder should include one proposed resource that has at least six (6) years of experience in the last eight (8) years, as a project lead for at least one project designing track infrastructure for a higher speed rail system.	Points awarded based on years of experience. Rating: ≥6 yrs. and <7 yrs.= 5pts, ≥7 yrs. and <8 yrs.= 10pts, ≥8 yrs. = 15 pts.		15	
R2	The Bidder should include at least one proposed resource that has at least six (6) years of experience in the last eight (8) years in the operating system required for higher speed rail.	Points awarded based on years of experience. Rating: ≥6 yrs. and <7 yrs.= 5pts, ≥7 yrs. and <8 yrs.= 10pts, ≥8 yrs. = 15 pts.		15	
R3	The Bidder should include at least one proposed resource that has at least six (6) years of experience in the last eight (8) years in the evaluation or qualification of railway equipment/rolling stock used in higher speed rail systems	Points awarded based on years of experience. Rating: ≥6 yrs. and <7 yrs.= 5pts, ≥7 yrs. and <8 yrs.= 10pts, ≥8 yrs. = 15 pts.		15	

R4	The Bidder should include at least one proposed resource that has at least three (3) years of experience in the last five (5) years, developing track maintenance standards for higher speed rail systems.	Points awarded based on years of experience. Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 10pts, ≥5 yrs. = 15 pts.		15	
R5	The Bidder should include at least one proposed resource that has at least six (6) years of experience in the last eight (8) years conducting risk assessments of the design and operation of higher speed rail systems.	Points awarded based on years of experience. (Note that this criterion will only be applied to the most senior resource.) Rating: ≥6 yrs. and <7 yrs.= 3pts, ≥7 yrs. and <8 yrs.= 6pts, ≥8 yrs. = 10 pts.		10	
		Max points		70	

Maximum available points	70
Minimum overall points required	23
Total Bidder Points Achieved (*)	

(*): Overall Technical score. This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

5.2 Certifications Required with the Bid

- A. Bidders must submit the following duly completed certifications before Contract award.

5.2.1 Integrity Provisions - Declaration of Convicted Offences

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity 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.

5.3 Certifications Precedent to Contract Award and Additional Information

- A. 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 specified will render the bid non-responsive.

5.3.1 Integrity Provisions - Required Documentation

- A. 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.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- B. 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.

5.3.3 Education and Experience

- A. 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 - SECURITY

6.1 Security Requirements

- A. There is no security requirement associated with this bid solicitation.

PART 7 - RESULTING CONTRACT CLAUSES

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

Articles of Agreement

7.1 Statement of Work

- A. The Contractor must perform the Work in accordance with the annex titled "Statement of Work".

7.1.1 Task Authorization- for optional phases

- A. The Work or a portion of the Work to be performed under the Contract For only optional phases will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

- A. The Contracting Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in the Annex C: Task Authorization Form.
- B. The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(es) and method(s) of payment as specified in the Contract.
- C. The Contractor must provide the Contracting Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- D. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Canada's Obligation - Portion of the Work - Task Authorizations

- A. Canada's obligation with respect to the portion of the Work under the Contract that is performed through TAs is limited to the total amount of the actual tasks performed by the Contractor.

7.2 Minimum Work Guarantee

In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and "Minimum Contract Value" means 5 % of the Maximum Contract Value on the date the contract is first issued.

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract for default, for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or for convenience within ten business days of Contract award.

7.3 Standard Clauses and Conditions

- A. 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.

7.3.1 General Conditions

- A. [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3.2 Supplemental General Conditions

- A. 4007 (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>

7.4 Security Requirements

- A. There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

- A. The period of the Contract is from date of Contract Award to 31 August 2022, inclusive.

7.5.2 Option to Extend the Contract

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-year optional phases under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: _____

Telephone: _____
E-mail: _____

- B. 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.

7.6.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: _____

Telephone: _____
E-mail: _____

- B. The Technical 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 Technical Authority; however, the Technical 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.

7.6.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

7.7 Proactive Disclosure of Contracts with Former Public Servants

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

7.8 Payment

7.8.1 Basis of Payment

7.8.1.1 Firm Price(s)

- A. For the Work described in the section titled "Development of Guidance Documents and Supporting Documents Related to Higher Speed Rail Operations, Class 6 or higher." of the Annex A: Statement of Work:
- (i) In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm lot price(s), as specified in the Annex B titled "Basis of Payment" for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. For the firm price portion of the Work only, 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.

7.8.1.2 Basis of payment – Individual Task Authorizations-Optional Phases

- A. The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Annex B titled "Basis of Payment".
- B. Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Customs duties are included and Applicable Taxes are extra.
- C. No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.8.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (i) when it is 75% committed; or

- (ii) 4 months before the contract expiry date; or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;

whichever comes first.

- C If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.8.3 Method of Payment

7.8.3.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
 - (i) 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;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work delivered has been accepted by Canada.

7.8.4 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

7.9 Invoicing Instructions

- A. 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.
- B. Each invoice must be supported by:
 - (i) A copy of the invoices, receipts, vouchers for all direct expenses;
 - (ii) A description of the Work delivered; and
 - (iii) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:

- (i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- (ii) Upon request, 1 copy must be forwarded to the Contracting Authority identified under the section titled "Authorities" of the Contract;
- (iii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the to the e-mail address shown on page 1 of the Contract; and
- (iv) 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 Technical Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

7.10 Certifications and Additional Information

7.10.1 Compliance

- A. 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.

7.11 Applicable Laws

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

7.12 Priority of Documents

- A. If there is a discrepancy between the wordings of any of the 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.
 - (i) The Articles of Agreement herein;
 - (ii) 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information
 - (iii) The General Conditions 2035 (2020-05-28), General Conditions - Higher Complexity - Services;
 - (iv) Annex A, Statement of Work;
 - (v) Annex B, Basis of Payment;
 - (vi) the signed Annex C: Task Authorizations (including all of its annexes, if any); and
 - (vii) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

One of the following options will be inserted in the resulting contract, as applicable:

Option 1: When the contract is to be with a Canadian-based supplier; or

7.13 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: When the contract is to be with a foreign-based supplier.

7.14 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.15 Insurance

- A. 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.

7.14 Inspection and Acceptance

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.15 Post-Contract Award Meeting

- A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and Transport Canada.

7.16 Government Site Regulations

- A. The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.17 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" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

ANNEX A STATEMENT OF WORK

Development of Guidance Documents and Supporting Documents Related to Higher Speed Rail Operations

Class 6 and higher

Railway Engineering Consultant Services

1.0 OBJECTIVE

- 1.1 Transport Canada requires railway engineering consultant services to support the Department's regulatory work with respect to higher-speed rail operations. Through this competitive request, Transport Canada will engage a contractor with relevant technical expertise to develop two guidance documents that will provide clear direction to industry with respect to the information and analysis that must be submitted to the Minister for the application of Rules Respecting Track Safety Part I 4.3 and Part II.C.4.3. The Contractor may also be asked to assist Transport Canada with other related work, such as reviewing a submission to the Minister from industry, using the guidance documents that are created as part of this Statement of Work (SOW) to guide that review.

2.0 BACKGROUND

- 2.1 At present, no railways in Canada operate at speeds greater than Class 5 and none have submitted a formal plan to do so. However, there is increasing industry interest in advancing plans for high-speed rail service, including plans being advanced by VIA Rail.
- 2.2 In Canada's rail safety regime, railway companies are responsible for the safety of their own operations.
- 2.3 The *Railway Safety Act* (<https://laws-lois.justice.gc.ca/eng/acts/r-4.2/>) gives Transport Canada (TC) responsibility for overseeing the safety of federally regulated railways in Canada. The Act and its associated regulations and rules contain requirements that railways must follow. Amongst the rules associated with the Act are the *Rules Respecting Track Safety*, otherwise referred to as the Track Safety Rules (TSR), which prescribe minimum safety requirements for federally regulated standard railway track.
- 2.4 Within the TSR; Part I, Section 4.3 requires that a "railway wishing to operate movements at speeds greater than Class 5 track must have a plan approved by the Minister." Part II, C4.3 of the TSR also provides that a track owner or a railway company may request approval from Transport Canada to "operate specified railway equipment at a level of cant deficiency greater than three inches."
- 2.5 Transport Canada has published guidance for railways on how to submit new rules under the *Railway Safety Act*. However, the department has not issued guidance on what information should be included in a plan to operate at speeds greater than Class 5 (higher-speed) or what information should be included in a cant deficiency exemption request.

3.0 DEFINITIONS

- 3.1 Higher Speed Rail – In the context of this SOW, the term "higher speed rail" is defined as train operations at speeds above Class 5 track, as currently defined under the *Rules Respecting Track Safety* (<https://www.tc.gc.ca/eng/railsafety/rules-79.htm>).
- 3.2 Guidance Document #1 – is defined as a comprehensive document that will provide guidance to the Canadian federally regulated railways on Part I, Section 4.3 of the *Rules Respecting Track Safety*, which requires that "railway wishing to operate movements at speeds greater than Class 5 track must have a plan approved by the Minister".
- 3.3 Guidance Document #2 – is defined as a comprehensive document that will provide guidance to the Canadian federally regulated railways on Part II, C.4.3 of the *Rules Respecting Track Safety*, which allows track owners or railway companies to request approval from Transport Canada to "operate specified railway equipment at a level of cant deficiency greater than three inches".

- 3.4 Operating System – In the context of this SOW, the term “operating system” is defined as the key operational components that interact holistically to ensure that train operations is conducted safely – such as crew requirements, traffic scheduling, maintenance scheduling, rail traffic control, network security, etc.
- 3.5 Plan – is defined as the plan referred to in Part I, Section 4.3 of the Rules Respecting Track Safety.
- 3.6 Project Tracking Tool – is an electronic file using MS Excel that is used to manage project activities and provide a reference to any electronic files that form part of the project tasks and deliverables. This MS Excel file would include the following information, divided in separate worksheets, for:
- A listing of key reference documents related to the project, such as those required for the Literature Reviews in Task 1 and 2;
 - A listing of key communications related to the project;
 - A project schedule, in tabular format;
 - A project work plan, as stipulated in section 5.2.1, including deliverables;
 - A list of project contacts and stakeholders, which would include contact information such as name, telephone number and email address; and
 - A list of the meeting minutes files along with the action items related to the meetings.

4.0 TASKS

- 4.0.1 The Contractor must complete the following tasks and deliverables which form the work of this SOW. Although the following mandatory items are presented in linear order, some tasks and deliverables may be carried out and submitted concurrently. The tasks associated with this work are referred to as:
- Task 1 – Guidance Document #1;
 - Task 2 – Guidance Document #2; and
 - Which is only mandatory as and when required – Task 3 – Discretionary Support to Review a Submission
- 4.0.2 The Technical Authority will accept or decline any additional items, or documentation, should the Contractor identify them as important to the project and as an addition to the requirements stated within this SOW.
- 4.0.3 With regards to the deliverables, concerning the tasks in Section 4 and Section 6, the Technical Authority and external stakeholders, if identified specifically in the tasks, will provide comments to the Contractor on drafts related to the deliverables. The Contractor must give the external stakeholders 30-days to review and submit comments on the draft documents.
- 4.0.4 The Contractor must use the Track Changes tool in MS Word, or accepted equivalent, to reflect changes to draft deliverables, including a disposition table to explain, as applicable and as accepted by the Technical Authority, how each comment was, or was not, addressed.

4.1 TASK 1 – Guidance Document #1

4.1.1 Task 1 – General

- 4.1.1.1 The purpose of Guidance Document #1 is to define for a railway company the structure, content and supporting information that would need to be included in a Plan submitted to the Minister under TSR Part I, Section 4.3 in order for the Minister to determine whether the plan is complete and sufficient to ensure safe railway operations.

4.1.2 Task 1 – Requirements & Deliverables

4.1.2.1 Literature Review Report #1 of Existing Documents

- 4.1.2.1.1 The Contractor must deliver a Literature Review Report #1 based on existing, published documents related to higher speed rail operations.
- 4.1.2.1.2 The Technical Authority will not provide these existing, published documents for Literature Review Report #1 and it is the Contractor's responsibility to access the required documentation for this work.
- 4.1.2.1.3 The existing documentation that the Contractor is to use for the Literature Review Report #1 must include, but is not limited to, information from the United States Federal Railroad Administration (FRA), American Railway Engineering and Maintenance-of-way Association (AREMA) and International Union of Railways (UIC) in Europe (France).

- 4.1.2.1.4 Following Contract Award, the Technical Authority will provide internal Transport Canada proprietary documents to be reviewed for this Literature Review Report #1, including industry-generated analyses. Existing Transport Canada proprietary documents consist of preliminary work that VIA Rail has done for a future higher speed rail operation. Although this work is preliminary, it does provide some guidance for the Contractor on what industry is considering for potential plans as they relate to TSR Part I, Section 4.3.
 - 4.1.2.1.5 The Literature Review Report #1 must include a description, summary and evaluation, along with feedback and recommendations, of all the documents that form the Literature Review Report #1.
- 4.1.2.2 Analysis Report to support development of Guidance Document #1 for TSR Part I, Section 4.3
- 4.1.2.2.1 The Contractor must deliver an Analysis Report to support Guidance Document #1 for TSR Part I, Section 4.3
 - 4.1.2.2.2 The Analysis Report must include an analysis of the work done from regulators as covered in the Literature Review Report #1.
 - 4.1.2.2.3 The Analysis Report must include a review of work done by the FRA to develop track standards with National Railroad Passenger Corporation (AMTRAK) for classes of track 6 to 9.
 - 4.1.2.2.4 The Technical Authority will not provide the documentation published by the FRA to develop track standards with AMTRAK for classes of track 6 to 9 and it is the Contractor's responsibility to access the required documentation for this work.
 - 4.1.2.2.5 The Analysis Report must identify and describe the components that should be addressed in a railway's Plan, including the components required for Guidance Document #1.
- 4.1.2.3 Guidance Document #1 for TSR Part I, Section 4.3
- 4.1.2.3.1 Guidance Document #1 must establish a structure for a railway company to follow when developing a Plan.
 - 4.1.2.3.2 Guidance Document #1 must contain a detailed description of the required content of the Plan, including at a minimum:
 - a) Operating environment
 - traffic type (i.e. dedicated or mixed passenger and freight);
 - climatic conditions;
 - terrain (grades, hydrology, etc.);
 - population density considerations; and
 - any other relevant operating parameters.
 - b) Rolling stock to be operated and how it will be qualified to the track
 - c) Infrastructure design:
 - single/multiple tracks;
 - track design (rail, types, curves, grade, joints, turnouts, special track works, etc.);
 - method(s) of train control;
 - railway electrification, if applicable;
 - crossing design and location;
 - approach to right-of-way access control; and
 - any other relevant infrastructure parameters.
 - d) The railway's approach to inspections and maintenance standards
 - e) Any other components the Contractor considers relevant to the Plan
 - 4.1.2.3.3 Guidance Document #1 must describe the analysis a railway company is expected to conduct to support their Plan and how this analysis is to be presented in the Plan. For example, how a railway company is expected to analyze and present:
 - a) An assessment of the risks and how they will be mitigated;
 - b) An assessment of how the individual components of the design interrelate as part of an overall system to provide the best/safest option for higher speed rail operation in the Canadian environment; and
 - c) Any other relevant elements.

4.1.2.3.4 Following written approval from the Technical Authority, the Contractor must share a draft of the Guidance Document #1 with stakeholders, selected by the Technical authority, for their comments. This step must be coordinated with the presentation described in section 4.1.2.5 Presentation on the Guidance Document #1.

4.1.2.4 Plan Review and Evaluation Document

4.1.2.4.1 The Contractor must deliver a Plan Review and Evaluation Document. The purpose of this document is to provide the Technical Authority a methodology and tool to use to review and evaluate a Plan submitted by a railway company as per TSR Part 1, Section 4.3 and to determine whether the Plan is sufficient to provide for safe railway operations.

4.1.2.4.2 The Plan Review and Evaluation Document must include the following:

- a) A checklist containing all the required elements of a Plan, specific to the content of Guidance Document #1; and
- b) A methodology for the review of a Plan.

4.1.2.4.3 The Plan Review and Evaluation Document must include guidance on how it is to be used by the Technical Authority to review and evaluate a Plan, and must provide rationale for the guidance.

4.1.2.4.4 The Plan Review and Evaluation Document must identify any software or other tools that the Technical Authority would require to evaluate a Plan using the Contractor's methodology.

4.1.2.5 Presentation on the Guidance Document #1 for TSR Part 1, Section 4.3

4.1.2.5.1 The Contractor must deliver a presentation using MS PowerPoint, or accepted equivalent, on Guidance Document #1, covering TSR Part 1, Section 4.3.

4.1.2.5.2 The Presentation must be delivered using MS Teams, or accepted equivalent electronic platform with live video and audio.

4.1.2.5.3 The Presentation must be made to the Technical Authority and railway industry representatives selected by the Technical Authority, as part of the consultation process on Guidance Document #1 for TSR Part I, Section 4.3.

4.1.2.5.4 The Presentation must describe the contents of Guidance Document #1 including the methodology, assumptions, key references, analysis, conclusions and any other considerations the Contractor deems relevant.

4.1.2.5.5 An electronic copy of the presentation containing any supporting notes must be provided to the Technical Authority.

4.2 **TASK 2 – Guidance Document #2**

4.2.1 **Task 2 – General**

4.2.1.1 The purpose of Guidance Document #2 is to address the key components — including studies, tests, and/or simulations — that a railway is required to submit under TSR Part II, C4.3 to qualify equipment to operate at diverse cant deficiency values (exceeding 3 inches).

4.2.2 **Task 2 – Requirements and Deliverables**

4.2.2.1 Literature Review Report #2

4.2.2.1.1 The Contractor must deliver a Literature Review Report #2 in relation to Guidance Document #2.

4.2.2.1.2 The Literature Review Report #2 must be comprised of material related to qualifying rail equipment to operate at speeds exceeding curve design requirements. A specific example of this would be operating rail equipment at levels of cant deficiency greater than three inches.

4.2.2.1.3 The material for Literature Review Report #2 must include, at minimum, documentation from the FRA in the United States and the UIC in Europe (France).

4.2.2.1.4 The Technical Authority will not provide any existing, published documents for Literature Review Report #2 and it is the Contractor's responsibility to access the required documentation for this work.

4.2.2.2 Analysis and Evaluation Criteria Report to support development of Guidance Document #2 for TSR Part II, C.4.3

- 4.2.2.2.1 The Contractor must deliver an Analysis and Evaluation Criteria Report to support Guidance Document #2 for TSR Part II, C4.3.
 - 4.2.2.2.2 The Analysis and Evaluation Criteria Report, following from Literature Review Report #2, must identify the key information required by regulators that a railway must submit for TSR Part II, C4.3.
 - 4.2.2.2.3 In addition, the Analysis and Evaluation Criteria Report must identify supporting information; including studies, tests, and simulations, where applicable; that a railway must submit to TC Rail Safety when applying to operate at cant deficiency values greater than 3 inches.
- 4.2.2.3 Guidance Document#2 for TSR Part II, C4.3
- 4.2.2.3.1 The Contractor must deliver Guidance Document #2 for TSR Part II, C4.3.
 - 4.2.2.3.2 Guidance Document #2 must identify methods and thresholds to qualify rail equipment to operate at cant deficiency values greater than 3 inches.
 - 4.2.2.3.3 Guidance Document #2 must establish a structure for a railway company to follow when making an exemption request for TSR Part II, C4.3, including a requirement for explicit linkages between their analysis and results.
 - 4.2.2.3.4 As part of Guidance Document #2, the Contractor must provide a template for railways to use for submissions related to TSR Part II, C4.3; as well as guidelines for content; including thresholds, if applicable; for each component of the exemption request.
 - 4.2.2.3.5 Following written approval from the Technical Authority, the Contractor must share a draft of Guidance Document #2 for TSR Part II, C4.3 with stakeholders, as selected by the Technical Authority, for comments. This step must be coordinated with the presentation described in section 4.2.2.5 – Presentation on Guidance Document #2 for TSR Part II, C4.3.
- 4.2.2.4 Cant Deficiency Application Review and Evaluation Document
- 4.2.2.4.1 The Contractor must deliver a Cant Deficiency Application Review and Evaluation Document.
 - 4.2.2.4.2 The Cant Deficiency Application Review and Evaluation Document must detail how to assess requests submitted by railways, specific to Guidance Document #2.
 - 4.2.2.4.3 The Cant Deficiency Application Review and Evaluation Document must include evaluation criteria for each key component of the request, per Guidance Document #2, as well as general evaluation criteria for the request as a whole.
 - 4.2.2.4.4 The Cant Deficiency Application Review and Evaluation Document must identify any software and tools that the Technical Authority would require to evaluate a railway's cant deficiency application using the Contractor's methodology.
- 4.2.2.5 Presentation on Guidance Document #2 for TSR Part II, C4.3
- 4.2.2.5.1 The Contractor must deliver a Presentation using MS Power Point, or accepted equivalent, on Guidance Document #2 for TSR Part II, C4.3.
 - 4.2.2.5.2 The Presentation must be delivered using MS Teams, or accepted equivalent, with live video and audio.
 - 4.2.2.5.3 The Presentation must be made to the Technical Authority and railway industry representatives selected by the Technical Authority as part of a consultation process on Guidance Document #2 for TSR Part II, C4.3.
 - 4.2.2.5.4 The Presentation must describe the contents of Guidance Document #2 including the methodology, assumptions, key references, analysis, conclusions, and any other considerations the Contractor deems relevant.
 - 4.2.2.5.5 An electronic copy of the presentation containing any supporting notes must be provided to the Technical Authority.

4.3 As and When Required – TASK 3 – Discretionary Support to Review a Submission(s) to the Minister of Transport-Optional Phases

4.3.1 Task 3 – General

- 4.3.1.1 If a plan and/or exemption request is submitted to the Minister, the Contract Authority may ask the consultant to support the Department's review of the submission(s) using the developed Guidance Document(s) established from Tasks 1 or 2.
- 4.3.1.2 Should the Contractor be requested to support the Technical Authority's review of the submission, the Contractor must provide an estimate to provide the advice and recommendations to the Technical Authority about the completeness and adequacy of the submission, including advice on how to address any deficiencies in the submission.
- 4.3.1.3 Should the Contractor be engaged for this Task based on the estimate provided by the Contractor, the costing for such work must be based on the accepted hourly rates submitted as a response to this SOW.

4.3.2 Task 3 – Requirements and Deliverables

- 4.3.2.1 The Contractor must deliver to the Technical Authority a draft and, following the Technical Authority's review, a Submission Report with recommendations and supporting rationale that evaluates whether the submission(s) meet the requirements set out in the respective Guidance Document(s) for potential approval by the Minister of Transport.
- 4.3.2.2 The Submission Report must include an assessment of potential implications for the Department and for other railway operators, if relevant.
- 4.3.2.3 The Contractor must provide a presentation using MS PowerPoint, or accepted equivalent, on the Submission Report.
- 4.3.2.4 The presentation must include background, a description of the methodology, assumptions, key references, analysis, and recommendations. Supporting notes must also be provided, where warranted.

5.0 Administrative Requirements and Information:

- 5.1 The Technical Authority will provide, at Contract Kick-off, a MS Excel based Project Tracking Tool that will be used to monitor progress of the project.
- 5.2 For Task 1 and Task 2, the Contractor must prepare a project work plan, based on the deliverables, for approval by the Technical Authority that describes the methodology used to perform the work and the sequence in which different steps of the work will be performed, with a description and duration of each stage of work, as per estimated Derivable timelines in table below.
- 5.3 The Contractor must attend the Kick-off Meeting and create a meeting Records of Discussion as required by the Technical Authority.
- 5.4 Beyond the Kick-off Meeting, the Contractor must participate in monthly project meetings (including those with external stakeholders), prepare meeting agendas, and create meeting Records of Discussion as required by the Technical Authority.
- 5.5 The Contractor must provide a monthly Progress Report for the Technical Authority, with the format and content as agreed upon from the Kick-off Meeting.
- 5.6 The Contractor must track progress of each Task using the provided Project Tracking Tool.
- 5.7 The Contractor must provide their work and provide deliverables in the English language.
- 5.8 The Contractor must provide deliverables in MS Word (or accepted equivalent) for interim and final reports, MS PowerPoint (or accepted equivalent) for presentations, along with a .pdf for all documents.
- 5.9 Based on comments received to draft reports, the Contractor must revise the draft reports to finalize them. Should the revised drafts not be acceptable to the Technical Authority, the Contractor must revise that drafts in order to finalize it.
- 5.10 Although travel is not anticipated for this SOW, should the Contractor be required to travel in support of the Tasks, all travel conducted by the Contractor must be pre-approved in writing, with a

budget estimate included in the travel request, by the Technical Authority, and be subject to the National Joint Council Travel Directive rates prevalent at the time the travel takes place.

- 5.11 The Contractor must make their own travel arrangements, reimbursable via monthly invoices according to Government of Canada Treasury Board Secretariat limits and regulations.

6.0 DELIVERABLES

For both Bulletins:

Deliverable	Timelines estimate
Kick-off Meeting - <i>Within one (1) week of Contract Award, the Technical Authority will organize a Kick-off Meeting via teleconference or video chat. During the Kick-off Meeting, discussions will take place on the details of the work to be undertaken as part of the project and the format, and content, of the monthly Progress Reports. The format of the meeting will be decided by the Technical Authority and the Contractor at least three (3) days in advance of the meeting.</i>	One (1) week after Contract Award
Project Work Plan	Two (2) weeks after Contract Award
Progress Meetings / Update Progress Report	Monthly
Project tracking tool	Monthly - submitted the day of progress report
Meeting minutes	As necessary -submitted within 1 week from meeting

For Guidance Document #1 (Instructions to submit a plan under TSR Part I 4.3)

Deliverable	Timelines estimate
Literature Review Report #1	Three (3) months after Contract Award
Analysis Report to support development of Guidance Document #1 - <i>Draft</i>	Nine (9) months after Contract Award
Guidance Document #1 for TSR Part I Section 4.3 - <i>Draft</i>	
Plan Review and Evaluation Document - <i>Draft</i>	
Deliver presentation on Guidance Document #1	Ten (10) months after Contract Award
Analysis Report to support development of Guidance Document #1 - <i>Final</i>	Twelve (12) months after Contract Award
Guidance Document #1 for TSR Part I Section 4.3 - <i>Final</i>	
Plan Review and Evaluation Document - <i>Final</i>	

DELIVERABLES (cont'd.)

For Guidance Document #2 (Instruction to submit a request under TSR Part II C.4.3)

Deliverable	Timelines estimate
Literature Review Report #2	Three (3) months after Contract Award
Analysis and Evaluation Criteria Report to support development of Guidance Document #2 - <i>Draft</i>	Nine (9) months after Contract Award
Guidance Document#2 for TSR Part II C 4.3 - <i>Draft</i>	
Cant Deficiency Application Review and Evaluation Document - <i>Draft</i>	
Deliver presentation on Guidance Document #2	Ten (10) months after Contract Award
Analysis and Evaluation Criteria Report to support development of Guidance Document #2 - <i>Final</i>	Twelve (12) months after Contract Award
Guidance Document #2 for TSR Part II C 4.3 - <i>Final</i>	
Cant Deficiency Application Review and Evaluation Document - <i>Final</i>	

*Note: Guidance Document #1 and #2 are developed in parallel.

ANNEX B - BASIS OF PAYMENT *[To be inserted at contract award]*

1. General

- A. All prices are in Canadian Dollars, Canadian customs duties and excise taxes included, Delivered Duty Paid (DDP), Applicable Taxes excluded.
- B. Travel and living expenses will not be reimbursed and are included in the costs below.

ANNEX C - TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM / FORMULAIRE D'AUTORISATIONS DE TÂCHES				
PART 1 – COMPLETED BY CANADA / PARTIE 1 – COMPLÉTÉ PAR CANADA				
A. General Information / Informations générales				
Contract Number / Numéro du contrat				
Contractor Name / Nom du Contracteur				
Task Authorization (TA) No. / No de l'autorisation de tâches (AT)	Financial Coding / Code financier	Date of Issuance / Date d'émission	Response Required by / Réponse requise par	Commitment Number / Numéro d'engagement
B. For Amendments Only / Aux fins de modification seulement				
Amendment No. / No de la modification				
Reason for the Amendment / Raison pour la modification				
C. TA Requirements / Exigences relatives à l'AT				
Required Resource(s) / Ressource(s) requise(s)				
Category / Catégorie	Level / Niveau	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Linguistic Profile / Profile linguistique	Required Level(s) of Security / Niveau(x) de sécurité requis
Statement of Work (tasks, deliverables, reports, etc.) / Énoncé des travaux (tâches, livrables, rapports, etc.)				
Period of Services / Période de service				
Initial Start Date / Date de début initiale		Initial End Date / Date de fin initiale		
Travel Requirement(s) / Exigence(s) de voyage				
Work Location(s) / Lieu(x) de travail				

D. Estimated Cost / Coût estimatif				
Required Resource(s) / Ressource(s) requise(s)				
Category / Catégorie	Level / Niveau	Per Diem Rate / Taux journalier	Estimated Level of Effort (days) / Niveau d'effort estimatif (jours)	Total Cost / Coût estimatif
Estimated Cost / Coût estimatif				
Total Estimated Travel and Living Cost / Coût total estimatif de voyage et de vie				
Tax % applied / % de taxes appliquées		Applicable Taxes / Taxes applicables		
Total Estimated Cost / Coût total estimatif				

PART 2 – TA APPROVAL BY CANADA / PARTIE 3 – APPROBATION DE L'AT PAR LE CANADA		
Technical Authority (or delegated representative) / Responsable technique (ou son délégué)		
<p>The Technical Authority (or delegated representative) is responsible for all matters concerning the technical content of the Work under this TA. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting change is only effective and enforceable if a written TA amendment is issued by the Technical Authority or the Contracting Authority.</p> <p>Le responsable technique (ou son délégué) est responsable de toutes les questions reliées aux aspects techniques des travaux prévus dans la présente AT. Toutes les modifications proposées à l'égard de la portée des travaux doivent faire l'objet de discussions avec le responsable technique, mais ne sont applicables et exécutoires que si elles sont confirmées par écrit dans un avis écrit de modification d'AT délivré par le responsable technique ou par l'autorité contractante.</p>		
_____	_____	_____
Name / Nom	Signature	Date
Contracting Authority (or delegated representative) / Autorité contractante (ou son délégué)		
<p>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.</p> <p>L'autorité contractante est responsable de la gestion du contrat, et toute modification doit être autorisée par écrit par l'autorité contractante. L'entrepreneur ne doit pas effectuer de travaux dépassant la portée du contrat ou des travaux qui n'y sont pas prévus, suite à des demandes ou instructions verbales ou écrites de toute personne autre que l'autorité contractante.</p>		
_____	_____	_____
Name / Nom	Signature	Date

PART 3 – CONTRACTOR SIGNATURE / PARTIE 3 – SIGNATURE DU CONTRACTEUR		
<p>The vendor/firm hereby accepts/acknowledges this contract.</p> <p>Le fournisseur/entrepreneur accepte/accuse réception du présent contrat</p>		
_____	_____	_____
Name / Nom	Signature	Date

PART 4 – RESOURCE(S) / PARTIE 5 – RESSOURCE(S)				
E. Contractor Resource(s) / Ressource(s) du Contracteur				
1) Initial Resource(s) / Ressource(s) initiale				
Name / Nom	Start Date / Date de début	End Date / Date de fin	PSPC Security File No. / No du dossier de sécurité SPAC	Attachments / Pièces jointes
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
2) Replacement Resource(s) / Ressource(s) de remplacement				
Name / Nom	Start Date / Date de début	End Date / Date de fin	PSPC Security File No. / No du dossier de sécurité SPAC	Attachments / Pièces jointes
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved
				<input type="checkbox"/> Signed Evaluation Grid <input type="checkbox"/> Security Approved