

Solicitation No. - N° de l'invitation
T8080-210418

Amd. No. - N° de la modif.
Original

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 :
jianna-lee.zomer@tc.gc.ca

Attention: - Attention :
Jianna-Lee Zomer

Title - Sujet Interconnection of Traffic Signals With Warning Systems	
Solicitation No. N° de l'invitation T8080-210418	Date of Solicitation Date de l'invitation December 22, 2021
Address enquiries to: - Adresser toute demande de renseignements à : Jianna-Lee Zomer	
E-Mail Address - Courriel jianna-lee.zomer@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.

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 : February 1 2022
Time Zone - Fuseau Horaire : Eastern Standard Time (EST) Heure normale de l'Est (EST)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments and any other annexes.

1.2 Summary

Transport Canada requires the delivery of a course on safety and pre-emption training related to how road traffic signals interconnect with railway warning systems. This also aligns with the Rail Safety Oversight Learning Framework's approach to enhancing Railway Safety inspector (RSI) technical competencies. The contractor may also be asked to provide Transport Canada with supporting documentation that can be used when new RSIs are hired. Through this competitive request, Transport Canada will engage an organization that can provide both the technical expertise on these systems, and has the capacity to deliver training to RSIs on this topic.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

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

2.2.1 Electronic Submissions

Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 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.

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

Due to the nature of the bid solicitation, bids submitted through epost Connect will not be accepted.

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.

2.3.1 Definitions

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>) and the *Guidelines on the Proactive Disclosure of Contracts* (<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

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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

PART 3 - BID PREPARATION INSTRUCTIONS

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. 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
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

Canada request that bidders follow the format instructions described below in the preparation of their bid.

Section I: Technical Bid - one (1) soft copy

Section II: Financial Bid - one (1) soft copy

Section III: Certifications - one (1) soft copy

Section IV: Additional Information - one (1) soft copy

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

3.1 Section I: Technical Bid

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

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

3.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.2.1 Electronic Payment of Invoices – Bid

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.

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.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.2.2 Exchange Rate Fluctuation

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.

3.2.3 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
- (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 - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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); and
- Large Value Transfer System (LVTS) (Over \$25M).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please refer to Attachment 1 to Part 4

4.1.1.2 Point Rated Technical Criteria

Please refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

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%)

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 12 overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 40 points.

Bids not meeting either (a), (b) or (c) above will be declared non-responsive.

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.

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%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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

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 – TECHNICAL EVALUATION**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.

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

Number	Mandatory Criterion	Referenced Section/Page in Bidder's proposal	Met/Not met
Technical Consultant Services			
M1	<p>BIDDER TEAM</p> <p>A) The Bidder must provide the name(s), title(s) and responsibility of the team member(s) indicating who 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), which must indicate the education and work history of the proposed resource.</p>		<p>Yes: <input type="checkbox"/></p> <p>No : <input type="checkbox"/></p>
M2	<p>The Bidder must demonstrate by providing projects descriptions that at least one proposed resource on the team has experience working as a licensed professional engineer either in:</p>		<p>Yes: <input type="checkbox"/></p> <p>No : <input type="checkbox"/></p>

	<p>the railway industry specializing in the design and operation of Automatic Grade Crossing Warning Systems, in Canada and/or the US</p> <p>Or</p> <p>in the traffic engineering industry (i.e. with/for a road authority) specializing in designing and operating traffic signal systems, in Canada and/or the US</p> <p>The experience must have been obtained within the last ten (10) years.</p>		
M3	<p>The Bidder must demonstrate by project descriptions that at least one of the proposed resources from the proposed project team has a minimum of:</p> <ul style="list-style-type: none"> • five (5) years experience in engineering that was obtained within the last ten (10) years; • experience in the design, implementation and operation of pre-emption and interconnection of traffic signals systems near railway grade crossings; specializing in the design and operation of Automatic Grade Crossing Warning Systems and/ <p>or in the traffic engineering industry (i.e. with/for a road authority), specializing in the design and operating traffic signal systems, in Canada and/or the US</p>		<p>Yes: <input type="checkbox"/></p> <p>No : <input type="checkbox"/></p>
M4	<p>The Bidder must demonstrate by project descriptions that at least one proposed resource from the project team has a minimum of three (3) years of experience in the last five (5) years in the engineering evaluation/ safety assessment of pre-emption and interconnection of traffic signals systems near railway grade crossings in Canada and/or the US.</p>		<p>Yes: <input type="checkbox"/></p> <p>No : <input type="checkbox"/></p>

Table 2: Rated Criteria, 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	<p>The Bidder should demonstrate by project descriptions that at least one proposed resource of the project team has more than five (5) years recent* experience : as an engineering expert**, with experience in pre-emption and interconnection of traffic signal systems near grade crossings; specializing in the design and operation of Automatic Grade Crossing Warning Systems and in the traffic engineering industry; specializing in the design and operating traffic signal systems, in Canada and/or the US.</p> <p>* Recent is defined as five (5) years experience obtained within the last fifteen (15) years</p> <p>**An engineering expert in this field is one that has significant knowledgeable in engineering best practices in Canada and the US, including but not limited to the; ITE Pre-emption of Traffic Signals Near Railway Crossings (2nd edition), Manual of Uniform Traffic Control Devices for Canada (MUTCDC) (6th Edition), Grade Crossings Standards, Grade Crossing Regulations and AREMA Communication and Signals Manual(s).</p> <p>*** Relevant is defined as experience in pre-emption and interconnection of traffic signal systems near grade crossings; specializing in the design and operation of Automatic Grade Crossing Warning Systems and in the traffic engineering industry;</p>	<p>Points awarded based on years of relevant*** engineering experience.</p> <p>Rating: ≥5 yrs. and <8 yrs.= 5pts, ≥8 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15 pts</p>		15	

	specializing in the design and operating traffic signal systems, in Canada and/or the US.				
R2	<p>The Bidder should demonstrate by project descriptions that one proposed resource of the project team has more than (3) years recent* experience in the following: evaluation/ safety assessment of pre-emption and interconnection of traffic signals systems near railway grade crossings.</p> <p>*Recent is defined as three (3) years experience obtained within the last ten (10) years</p> <p>**Relevant is defined as experience in evaluation/ safety assessment of pre-emption and interconnection of traffic signals systems near railway grade crossings</p>	<p>Points awarded based on years of relevant** engineering experience.</p> <p>Rating: ≥3 yrs. and <4 yrs.= 2pts, ≥4 yrs. and <5 yrs.= 3pts, ≥5 yrs. = 5 pts.</p>		10	
R3	<p>The Bidder should demonstrate by project descriptions that one of the proposed resource of the project team has more than 5 years' experience in preparing and delivering an engineering legacy training course on pre-emption and interconnection of traffic signals systems near railway grade crossings; with an emphasis on engineering best practices in Canada and the US; including but not limited to; Digital Training Manuals/Documentation/References, Prompt Lists, Canadian Case Studies/examples on Simultaneous Pre-emption Operation, Queue Management, Pre-Signal and Queue Cutter Design Considerations, Warrants for Pre-emption and Interconnection.</p> <p>* Relevant is defined as experience in Digital Training Manuals/Documentation/References, Prompt Lists, Canadian Case Studies/examples on Simultaneous Pre-emption Operation, Queue Management, Pre-Signal and Queue Cutter Design Considerations, Warrants for Pre-emption and Interconnection</p>	<p>Points awarded based on years of relevant* engineering experience.</p> <p>Rating: ≥5 yrs. and <8 yrs.= 5pts, ≥8 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15 pts</p>		15	
		Max points		40	

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Maximum available points	40
Minimum overall points required	12
Bidder score (*)	
Result	Met: <input type="checkbox"/> Not Met: <input type="checkbox"/>

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

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 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.

5.1.2 COVID-19 vaccination requirement certification

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social](#)

[Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 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.

5.2.4 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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexander Hmaidan
Title: Procurement Specialist
Organization: Transport Canada
Address: 330 Sparks Street, K1A 0N5

E-mail address: Alexander.Hmaidan@tc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](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.

6.7 Payment**6.7.1 Basis of Payment**

For the Work described in the Annex A titled "Statement of Work":

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 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.

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.

6.7.2 Limitation of Expenditure

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.

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.

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

6.7.3 Method of Payment

6.7.3.1 Multiple Payments

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.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) [List to be updated in the resulting contract]:

- 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:

- (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.

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;

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 general conditions 2010C (2021-12-02), General conditions: Services (medium complexity);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. 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

6.12 Foreign Nationals (Canadian Contractor)

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.

6.13 Foreign Nationals (Foreign Contractor)

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.

6.14 Insurance

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.

6.15 Inspection and Acceptance

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.

6.16 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

1.0 OBJECTIVE

Transport Canada requires the delivery of a course on safety and pre-emption training related to how road traffic signals interconnect with railway warning systems. This also aligns with the Rail Safety Oversight Learning Framework's approach to enhancing Railway Safety inspector (RSI) technical competencies. The contractor may also be asked to provide Transport Canada with supporting documentation that can be used when new RSIs are hired. Through this competitive request, Transport Canada will engage an organization that can provide both the technical expertise on these systems, and has the capacity to deliver training to RSIs on this topic.

2.0 BACKGROUND

2.1 In Canada's rail safety regime, railway companies are responsible for the safety of their own operations.

2.2 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 *Grade Crossings Regulations*.

2.3 Within the GCR, various sections provide for warning systems at grade crossings to be synchronized with road traffic lights (i.e. s.100: *...include interconnection with a warning system, the interconnection must meet the standards set out in articles 19.2 to 19.4 of the Grade Crossings Standards*). Part F of the *Grade Crossings Standards*, pertain to interconnected devices, and require that the traffic lights and the warning systems be synchronised in a manner to manage road traffic safely over the grade crossing. Furthermore, the design and operation of the interconnection of traffic signals with a warning system, at a grade crossing that corresponds to the specifications of 19.1, must be in accordance with Part 3.1.10 of the *AREMA Communications and Signals Manual* (cited in Part A of the *Grade Crossings Standards*).

2.4 As part of the Rail Safety Oversight Learning Framework, Transport Canada has identified a number of technical competencies, Railway Safety Inspectors should have. For grade crossings inspectors, knowledge of how traffic signals interconnect with railway warning systems is a key component of their skill set.

3.0 DEFINITIONS

3.1 Terminology for the purpose of this SOW are contained in the [*Grade Crossings Regulations \(s.1\)*](#) and the [*Grade Crossings Standards \(Part A\)*](#), as well as the Part 3.1.10 of the [*AREMA Communications and Signals Manual*](#).

3.2 Other terminology that might be included in the documents from point 3.1.

3.2.1 Preemption – The transfer of normal operation of traffic signals to a special control mode.

3.2.2 Interconnection – The electrical connection between the railway crossing active warning system and the traffic signal controller assembly for the purpose of preemption.

3.2.3 Monitored Interconnected Operation – An interconnected operation that has the capability to be monitored by the railway company and/or highway authority at a location away from the railroad-highway grade crossing.

3.2.4 Minimum Warning Time – Through Train Movements – The least amount of time active warning devices shall operate prior to the arrival of a train at a grade crossing.

3.2.5 Right-of-Way Transfer Time – The maximum amount of time needed for the worst case condition, prior to display of the clear track green interval. This includes any railway or traffic signal control equipment time to react to a preemption call, and any traffic signal green, pedestrian walk and clearance, yellow change and red clearance intervals for opposing traffic.

3.2.6 Queue Clearance Time – The time required for the design vehicle stopped within the minimum track clearance distance to start up and move through the minimum track clearance distance. If pre-signals are present, this time should be long enough to allow the vehicle to move through the intersection, or clear the tracks if there is sufficient clear storage distance.

3.2.7 Separation Time – The component of maximum preemption time during which the minimum track clearance distance is clear of vehicular traffic prior to the arrival of the train.

3.2.8 Maximum Preemption Time – The maximum amount of time needed following initiation of the preemption sequence for the highway traffic signals to complete the timing of the Right-of-Way Transfer Time, Queue Clearance Time and Separation Time.

3.2.9 Advance Preemption and Advance Preemption Time – Notification of an approaching train is forwarded to the highway traffic signal controller unit or assembly by railway equipment for a period of time prior to activating the railway crossing active warning devices. This period of time is the difference in the Maximum Preemption Time required for highway traffic signal operation and the Minimum Warning Time needed for railway operation and is called the Advance Preemption Time.

3.2.10 Simultaneous Preemption – Notification of an approaching train is forwarded to the highway traffic signal controller unit or assembly and railway crossing active warning devices at the same time.

3.2.11 Pre-Signal – Supplemental highway traffic signal faces operated as part of the highway intersection traffic signals, located in a position that controls traffic approaching the railway crossing and intersection.

3.2.12 Design Vehicle – means one of the vehicles shown in Figures 1.2.4.1 to 1.2.4.11 of the Geometric Design Guide for Canadian Roads, published by the Transportation Association of Canada and dated September 1999.

4.0 TASKS

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:

- a) Develop Preliminary Draft Presentation for Transport Canada Review
- b) Corrections/Additions to Presentation based on Comments
- c) Finalize Presentation including study guide/presentation notes, in printable format for distribution
- d) Provide (Virtual) Training - 5 days: 11a-3p (one-hour lunch break in between).
- e) Approval for Transport Canada to continue using intellectual property to support future inspectors as they are hired.

4.1 TASK 1 – Develop preliminary draft presentation for TC Review

4.1.1 Task 1 – General

The purpose of this draft is to ensure that it aligns with what the technical authority is looking to address, both in terms of technical areas to address, and competencies in TC's learning framework.

4.1.2 Task 1 – Requirements & Deliverables

The Contractor must deliver a draft of the presentation they propose to deliver for training on interconnection of traffic signals and railway warning signals.

4.2 TASK 2 – Corrections/Additions to the Presentation based on comments from Technical Authority

4.2.1 Task 2 – General

The purpose of this draft is to ensure that changes and comments requested by the technical authority from the preliminary draft delivered in Task 1 have been addressed and resolved.

4.2.2 Task 2 – Requirements & Deliverables

Second Draft

The Contractor must deliver a draft of the presentation they propose to deliver for training on interconnection of traffic signals and railway warning signals, having incorporated all changes requested and required by the technical authority.

4.3 TASK 3 – Finalize Presentation, including study guide/presentation notes

4.3.1 Task 3 – General

The purpose of this task is to incorporate all remaining requests and provide both the presentation to be delivered to inspectors and the study guide/presentation notes.

4.3.2 Task 3 – Requirements & Deliverables

Preliminary Draft Presentation

The Contractor must deliver a draft of the presentation they propose to deliver for training on interconnection of traffic signals and railway warning signals, including the study guide/presentation notes.

4.4 TASK 4 – Provide Virtual Training – 5 days: 11a-3p (Eastern)

4.4.1 Task 4 – General

The purpose of this task is for the winning bidder to provide virtual training for between 10-20 Railway Safety Inspectors on the topic, using the tools developed in tasks 1-3. The course will be delivered virtually, due to ongoing travel and safety restrictions due to the COVID-19 pandemic

4.4.2 Task 4 – Requirements & Deliverables

Training is delivered virtually, and it shall be done over a period of 5 days, from 11am to 3pm eastern, using either Zoom or MS Teams.

Delivery will be based on the presentations and study guides developed in tasks 1-3

4.5 TASK 4 – Approval of Transport Canada to continue to use intellectual property to support future RSIs.

4.5.1 Task 4 – General

The purpose of this task is for the winning bidder to provide approval to Transport Canada to use the presentation material (presentations and study guides developed in tasks 1-3) in the future to support new Railway Safety Inspectors as they are hired, as well as refreshers to existing inspectors, in order to maintain consistency.

4.5.2 Task 4 – Requirements & Deliverables

The material from task 4.0 will be made available for Transport Canada's use and distribution to its inspectorate in a format compatible with Microsoft Operating Systems and Software.

5.0 Administrative Requirements and Information

- The Technical Authority will provide a MS Excel based Project Tracking Tool that will be used to monitor progress of the project.
- The Contractor must complete all work off-site.
- The Contractor must attend the virtual Kick-off Meeting and create a meeting Records of Discussion as required by the Technical Authority.
- The Contractor must provide their work and provide deliverables in the English language.
- The Contractor must provide deliverables in MS Word (or accepted equivalent) for the study guide, MS PowerPoint (or accepted equivalent) for presentations, along with a .pdf of all other documents.
- Based on comments received on the draft presentations, 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.
- 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.

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 the first draft of the presentation:**

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
Provide Virtual Training – 5 days: 11a-3p (Eastern) The purpose of this task is for the winning bidder to provide virtual training for between 10-20 Railway Safety Inspectors on the topic, using the tools developed in tasks 1-3.	The purpose of this task is for the winning bidder to provide virtual training for between 10-20 Railway Safety Inspectors on the topic, using the tools developed in tasks 1-3.
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

ANNEX B - BASIS OF PAYMENT**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.

2. Period of the Contract: Date of Contract award to March 31, 2023.

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
1	Final draft of the presentation for training on interconnection of traffic signals and railway warning signals, including the study guide/presentation notes in printable format for distribution.	1	\$	\$
2	Virtual training on interconnection of traffic signals and railway warning signals for between 10-20 Railway Safety Inspectors.	5 Days	\$	\$
EVALUATED PRICE (The sum of prices for deliverables 1 and 2, excluding taxes)				\$
Taxes (Insert tax amount, as applicable):				\$
Total Cost:				\$

ANNEX C - COVID-19 MANDATORY CONTRACTOR VACCINATION CERTIFICATION FORM

Please complete the required information in the document hereunder.

Please check one of the following two options:

- This is a new submission; or
- This is an update or correction that replaces a form that was previously submitted.

I, _____, as the representative of _____, pursuant to Contract no. **T8080-210418** with Transport Canada, warrant and certify that all personnel, including any subcontracted personnel, that _____ will provide on this Contract who access federal government workplaces within Canada will be:

- fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- subject to accommodation and mitigation measures as of November 15, 2021, that have been presented to and approved by Canada. This applies to personnel that are unable to be vaccinated due to a medical contraindication, religion, or other prohibited grounds of discrimination under the *Canadian Human Right Act*;

until such time that Canada indicates that the mandatory vaccination requirements of the Government of Canada are no longer in effect.

Alternatively, I warrant and certify that:

- no personnel, including subcontractors and their personnel, will require any access to federal government workplaces for the performance of this Contract. This includes temporary access, such as the access required for in-office delivery, installation or repair of goods, equipment or supplies.

I further certify that all personnel provided by _____ have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada reserves the right to declare the Contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada may constitute a default under the Contract.

Title: _____

Telephone Number: _____

Email: _____

Signature: _____

Date: _____

Note: While Canada reserves the right to ask for additional information at a later date to verify the certifications, please **do not submit any personal information** pertaining to your resources or employees, including proofs of vaccination, the name of an affected personnel, or any specifics about an individual's medical contraindications, disability or religious grounds through this certification request.

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.