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K1A 0S5

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Expertise on Rail Research Canadian Centre of Expertise on Rail Research	
<b>Solicitation No. - N° de l'invitation</b> T8009-210202/A	<b>Date</b> 2022-07-13
<b>Client Reference No. - N° de référence du client</b> T8009-210202	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$L-020-41046	
<b>File No. - N° de dossier</b> 020sl.T8009-210202	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-08-19</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> El-Halawany, Ahmed	<b>Buyer Id - Id de l'acheteur</b> 020sl
<b>Telephone No. - N° de téléphone</b> (343) 548-0865 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ENVIRONMENTAL AFFAIRS (AHE) 18TH FLOOR PROGRAMS GROUP 330 SPARKS STREET OTTAWA ON K1A 0N5	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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**Issuing Office - Bureau de distribution**

Defence Science Projects Division/Division des projets des sciences de la défense

Les Terrasses de la Chaudière  
10, rue Wellington, 4e étage  
Gatineau  
Quebec  
K1A 0S5

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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 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.

The Annexes include the Statement of Work, the Technical Evaluation Criteria, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form 572 and any other annexes.

### 1.2 Summary

**1.2.1** The Railway Safety Act (RSA) review in 2007 recommended the establishment of a rail research laboratory in Canada to investigate emerging technologies related to rail safety, including ground hazards and winter service reliability, among others. The 2018 RSA Review further emphasized the need to sustain collaboration between research organizations, industry and federal departments and to build capacity in technology evaluation, data analytics, including predictive analytics and human behaviour, to better understand industry trends.

In response, Transport Canada (TC) in collaboration with the rail industry, academia and other research institutions established a Centre of Expertise (CoE) to undertake rail safety related research in identified priority areas. From 2012 to 2021 the CoE was instrumental in advancing engineering research for the improvement of safety, reliability, sustainability and economic competitiveness of rail transportation in Canada, as well as helping prepare the next generation of highly skilled science and engineering professionals for careers in rail.

TC recognizes the importance of continuing to work with industry and research organizations to advance collaborative research, development and deployment (RD&D) that supports the Canadian rail sector. As a result, TC is launching a competitive Request for Proposals (RFP) for research organizations to carry out the next phase of a Canadian Centre of Expertise on Rail Research (CERR) program. This RFP presents an opportunity for research organizations in Canada to submit a proposal.

The resulting contract will be for a 1 (One) year period with 5 (Five) 1 (One) year option periods.

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- 1.2.2** The requirement is limited to Canadian services.
- 1.2.3** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.4** This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- 1.2.5** 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.

### 1.3 Security Requirements

There are no security requirements associated with the contract award.

### 1.4 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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Note: Bidders will need to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR); The email address is:

[tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC 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.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

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

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## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **15** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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 offer must be gathered per section and separated as follows:

- Section I: Technical Bid: (one soft copy in PDF format)
- Section II: Financial Bid: (one soft copy in PDF format)
- Section III: Certifications (one soft copy in PDF format)
- Section IV: Additional Information (one soft copy in PDF format)

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

- (a) Use a numbering system that corresponds to the bid solicitation.

Bidders must quote the RFP number as part of the subject line in their bid submission.

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

Canada will not be responsible for any failure attributable to the transmission or receipt of the email bid. Canada will send a confirmation email to the bidders when the submission is received.

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (one hard copy)
- Section II: Financial Bid (one hard copy)
- Section III: Certifications (one hard copy)
- Section IV: Additional Information (one hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

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- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### 3.1.1 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.

### 3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex C. The bidder must provide a financial proposal aligned to the Tasks and Scope of Work outlined in Section 5 of the Statement of Work. The proposal must include a justification for the proposed expenditures.

The Financial Proposal must be in Canadian dollars, applicable taxes extra. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

### 3.1.3 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### 3.1.4 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### 3.1.5 SACC Manual Clauses

#### Section III: Certifications

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

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## 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

Mandatory and point rated technical evaluation criteria are included in Annex B.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

*SACC Manual* Clause [A0210T](#) (2013-04-25), Maximum Funding

The maximum annual funding available for the Contract resulting from the bid solicitation is **\$300,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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

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

### 4.2 Basis of Selection – Highest Rated Within Budget

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 50% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

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## 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 Additional Certifications Required with the Bid

##### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

Bidders must submit this completed certification with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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

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### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the [“FCP Limited Eligibility to Bid”](#) list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Status and Availability of Resources

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

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

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### **5.2.3.2 Education and Experience**

#### **5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) 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.

#### **5.2.3.3 Former Public Servant**

Refer to section 2.3 above for detailed information on this certification requirement.

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**PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

**6.1 Security Requirements**

There are no security requirements associated with the contract award.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract 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

1. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex F.
2. The Task Authorization (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(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 5 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.
4. The Contractor must not commence work until a TA authorized by the Technical 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 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of *(To be inserted at contract award)* Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### 7.1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

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

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#### 7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a yearly basis, on September 1<sup>st</sup>, to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (contracting authority to edit the text as applicable):

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 7.2 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.

### 7.2.1 General Conditions

[2040](#) (2021-12-02), General Conditions - Research & Development, apply to and form part of the Contract.

## 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

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The period of the Contract is for (1) one year from the date of contract award.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year periods 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.

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.

#### 7.4.3 Delivery Points

Delivery of the requirements must be submitted electronically to the Technical Authority's e-mail address.

#### 7.5 Authorities

##### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ahmed El-Halawany  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Research and Development Procurement Directorate (RDPD)  
Address: 10 Wellington, St. 4<sup>th</sup> floor, Gatineau, QC K1A 0S5  
Telephone: 343-548-0865  
E-mail address: [Ahmed.el-halawany@tpsgc-pwgsc.gc.ca](mailto:Ahmed.el-halawany@tpsgc-pwgsc.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.

##### 7.5.2 Project Authority

*(To be inserted at contract award)*

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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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.

### 7.5.3 Technical Authority

*(To be inserted at contract award)*

The Technical Authority for the Contract is:

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above 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.

### 7.5.4 Contractor's Representative

*(To be inserted at contract award)*

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

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## 7.7 Payment

### 7.7.1 Basis of Payment: Firm Price

For the Work described in Sections 5.1, 5.2, and 5.3 of the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price, for a cost of \$ \_\_\_\_\_ (*To be inserted at contract award*). 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.

### 7.7.2 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex C.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are excluded and Applicable Taxes are extra.

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.

#### 7.7.2.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*To be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.
  
2. 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:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or

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- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. 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.

#### 7.7.2.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_ (To be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - i. when it is 75 percent committed, or
  - ii. four (4) months before the contract expiry date, or
  - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

#### 7.7.3 Method of Payment

##### 7.7.3.1 Milestone Payments – Not Subject to holdback

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

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

The schedule of milestones for which payments will be made in accordance with the Contract is as detailed in Annex C.

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### 7.7.3.2 Task Authorizations – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

### 7.7.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

[C0305C](#) (2014-06-26), Cost Submission

### 7.7.5 Electronic Payment of Invoices

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 7.7.6 Discretionary Audit

SACC Manual Clause [C0705C](#) (2010-01-11), Discretionary Audit

### 7.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a) all information required on form PWGSC-TPSGC 1111;
- b) all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c) the description and value of the milestone claimed as detailed in the Contract.

For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:

- a) a list of all expenses, in accordance with the TA;
- b) a copy of time sheets to support the time claimed;
- c) a copy of the release document and any other documents as specified in the Contract;
- d) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- e) a copy of the monthly progress report.

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2. Applicable Taxes must be calculated on the total amount of the claim.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it in an electronic format to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.  
The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

## 7.9 Certifications and Additional Information

### 7.9.1 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.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.9.3 SACC Manual Clauses

[A3060C](#) (2008-05-12), Canadian Content Certification

## 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ ([to be inserted at contract award](#)).

## 7.11 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 [2040](#) (2020-05-28) – General Conditions – Research and Development;
- (c) Annex A, Statement of Work;
- (d) Annex C, Basis of Payment;

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- (e) The signed Task Authorizations (including all of its annexes, if any);
- (f) The Contractor's bid dated \_\_\_\_\_ (to be inserted at contract award).

#### **7.12 Foreign Nationals (Canadian Contractor)**

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

#### **7.13 Insurance**

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

#### **7.14 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](#)".

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## ANNEX A, STATEMENT OF WORK

### 1. Title: Canadian Centre of Expertise on Rail Research

### 2. Definitions and Terminology

**Research Organization:** Any entity engaged in research, research training and related activities, in Canada. The institution must also recognize the vital importance of research, the new knowledge and applications that it creates, the knowledgeable and skilled human resources developed through the process of conducting research, as well as the importance of peer review, which ensures that funded research meets the highest standards of excellence.

**Junior Researcher:** A person who is in the process of completing a graduate or doctoral degree and is engaged in a temporary and defined period of advanced, not yet fully independent research, either in academia, in the public or in the private sector.

**Railway Research Advisory Board:** An advisory board to Transport Canada (TC), the purpose of the RRAB is to focus and sustain collaboration between research bodies, industry and federal departments so that they may support the development and adoption of new innovations into Canada's rail sector. The RRAB is made up of representatives from the major railways, regional railways, the supplier industry, principal industry stakeholders, government, and the research community. The Board is co-chaired by senior representatives of government and industry.

CERR	Centre of Expertise on Rail Research
HQP	Highly Qualified Personnel
RD&D	Research, Development and Deployment
RFP	Request for Proposals
RGHRP	Railway Ground Hazard Research Program
RRAB	Railway Research Advisory Board
RSA	Railway Safety Act
SOW	Statement of Work
TC	Transport Canada
TC-IC	Transport Canada-Innovation Centre

### 3. Objectives

Transport Canada (TC) is seeking a research organization, to implement the next phase of a Canadian Centre of Expertise on Rail Research (CERR) to continue advancing the understanding and adoption of innovative technologies and solutions that will improve the safety, efficiency, and environmental performance of the rail sector as well as address the needs of industry including assessing the risks facing railway operations, through:

- 1) Establishing research themes and priorities through annual consultation exercises with the Railway Research Advisory Board (RRAB) and TC.
- 2) Carrying out research activities aligned with the identified priorities with active industry, government, and research organizations collaboration.
- 3) Supporting the development of highly qualified personnel (HQP) in rail research.
- 4) Disseminating research results by maintaining a website that provides access to all research publications and annual presentations to the RRAB and other fora, as appropriate.
- 5) Conducting additional analysis, research, literature review, reporting and or presentations to address emerging research priorities on an "as needed" basis through Task Authorizations.

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#### 4. Background

The Railway Safety Act (RSA) review in 2007 recommended the establishment of a rail research laboratory in Canada to investigate emerging technologies related to rail safety, including ground hazards and winter service reliability, among others. The 2018 RSA Review further emphasized the need to sustain collaboration between research organizations, industry and federal departments and to build capacity in technology evaluation, data analytics, including predictive analytics and human behaviour, to better understand industry trends.

In response, TC in collaboration with the rail industry, academia and other research institutions established a Centre of Expertise to undertake rail safety related research in identified priority areas. From 2012 to 2021 the CoE was instrumental in advancing engineering research for the improvement of safety, reliability, sustainability and economic competitiveness of rail transportation in Canada, as well as helping prepare the next generation of highly skilled science and engineering professionals for careers in rail.

TC recognizes the importance of continuing to work with industry and research organizations to advance collaborative research, development and deployment (RD&D) that supports the Canadian rail sector. As a result, TC is launching a competitive Request for Proposals (RFP) for research organizations to carry out the next phase of a Canadian CERR program. This RFP presents an opportunity for research organizations in Canada to submit a proposal.

This work will also help to build capacity through engagement of researchers and Junior Researchers and will ensure the relevance of research activities through strong industry participation in the program.

#### 5. Requirement Description

##### 5.1. Scope

The work to be carried out will include establishing research themes and priorities through annual consultation exercises with the Railway Research Advisory Board (RRAB) and TC; carrying out research activities aligned with the identified priorities with active industry, government, and research organizations collaboration; supporting the development of Highly Qualified Personnel (HQP) in rail research; disseminating research results by maintaining a website that provides access to all research publications and annual presentations to the RRAB and other fora, as appropriate; and conducting additional analysis, research, literature review, reporting and or presentations to address emerging research priorities on an "as needed" basis through Task Authorizations. The deliverables will be produced in accordance with section 5.3 Deliverables and Acceptance Criteria.

##### 5.2. Tasks / Detailed Services

The following items describe the work the Contractor will perform in the delivery of the CERR program:

###### 5.2.1 Consultation and Establishing Research Priorities

- 5.2.1.1 Present at annual Spring RRAB meetings on results from research projects completed since the last Spring RRAB meeting and consult with RRAB members on validating current ongoing research priorities and identifying new research priorities;
- 5.2.1.2 Present at annual Fall RRAB meetings to provide status updates on all ongoing projects and detailed updates on key projects of interest;
- 5.2.1.3 Present project updates to the Rail RD&D Interdepartmental Working Groups up to 3 times per year (as requested by TC);

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- 5.2.1.4 Present in-depth details of specific projects up to twice per year (as requested by TC);
- 5.2.1.5 Develop and deliver to TC an Annual Research Work Plan to be submitted as an electronic document in accordance with the details outlined in section 5.3.2 Annual Research Workplan;
- 5.2.1.6 Incorporate feedback from TC and revise research work plan as needed, research themes may be also be identified by TC in response to stakeholder recommendations and/or by policy/regulatory development needs;
- 5.2.1.7 Continue to forge strategic links with other research organizations and collaborators that could enhance the CERR program.

## 5.2.2 Core Research

- 5.2.2.1 Carry out research activities<sup>1</sup> aligned with the agreed upon research themes as identified in the Annual Research Work Plan; a minimum of 250 person-days of research must be carried out on the research activities defined in the Annual Research Work Plan;
- 5.2.2.2 Meet quarterly with TC to provide overview and status updates on research projects;
- 5.2.2.3 Develop an Annual Research Work Plan Results Summary to be submitted as an electronic document in accordance with the details outlined in section 5.3.3 Annual Research Workplan Results Summary.

## 5.2.3 Developing Highly Qualified Personnel (HQP) in Rail Research

- 5.2.3.1 Assign Junior Researchers, interns, co-op students, Postdoctoral, PhD, Master's, and Undergraduate researchers to each project in the Annual Research Work Plan;
- 5.2.3.2 In the Annual Research Work Plan Results Summary, summarize the impact that the CERR program projects are having on HQP development and rail engineering curriculum and training as indicated in item 5.3.3.12.

## 5.2.4 Results Dissemination and Knowledge Management

- 5.2.4.1 Maintain an online public repository website to provide public access (where permitted by copyright laws) to all journal, conference papers, theses, and other publications, developed as part of this research program in accordance with the details outlined in section 5.3.4;
- 5.2.4.2 Upon request from Transport Canada, add additional research publications (to be provided by Transport Canada) to the repository for public access (up to 50 publications per year);

<sup>1</sup> Research activities include the application of scientific and professional knowledge to the conduct, evaluation and management of fundamental research including data collection and analysis, knowledge enhancement, technology development and innovation relevant to the research themes outlined in Appendix A. This excludes activities associated with Annual Research Work Plan development and consultation in accordance with Task 5.2.1 and also excludes activities associated with meeting and reporting in accordance with Tasks 5.2.2.2-5.2.2.3.

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5.2.4.3 Where permitted by copyright agreements, provide a copy of all relevant publications to TC to be submitted as electronic documents for posting on TC Innovation Centre publication portal. Where copyright agreements prohibit online posting, a preproduction copy of the document will be provided to TC-IC as an electronic document. A list of all available publications and theses will be submitted to TC;

### **5.2.5 Additional Research on Emerging Topics on an “as needed” basis through Task Authorizations**

Work requested under this section may consist of additional analysis, research, literature review, reporting and/or presentations to address emerging research priorities on an “as needed” basis that may be needed to supplement the funding allocated for the annual work plan. Tasks will be specified in the Statement of Work (SOW) of individual Task Authorizations as necessary, when needed.

## **5.3. Deliverables and Acceptance Criteria**

### **5.3.1 Presentations**

Presentations to be given as requested in items 5.2.1.1, 5.2.1.2, 5.2.1.3 as 5.2.1.4. The format of the presentation will be Power Point or *Portable Document Format* (PDF).

A Power Point presentation summarizing the contents of deliverables 5.3.2 and 5.3.3 that will be used for general project dissemination will also be prepared to accompany those deliverables.

### **5.3.2 Annual Research Workplan**

Produce a professionally written and edited Annual Research Workplan, that includes:

- 5.3.2.1 the updated research priority themes and sub-themes (refer to Appendix A);
- 5.3.2.2 brief summary of how stakeholder feedback (e.g. RRAB) was incorporated into the research plan;
- 5.3.2.3 the new research projects that will be initiated, including: objectives, link to corresponding research priority/theme(s), scope, methodology, research organization/government/industry participants, timelines, link to policy/regulatory development and/or technology readiness level advancement, and funding allocation;
- 5.3.2.4 the ongoing research projects that will be continuing, including: objectives, link to corresponding research priority/theme(s), scope, methodology, research organization /government/industry participants, timelines, link to policy/regulatory development and/or technology readiness level advancement, and funding allocation;
- 5.3.2.5 The annual allocation of person-days of research time to each project.

Two electronic versions of the report are required by email or file transfer. The first must be produced as or converted to a Microsoft Word document. The second must be a portable document format (pdf) file. Reports should be developed in accordance with the “TC Innovation Centre Publication Standards and Guidelines for Provider of Services (TP 929)” which is provided at Appendix B.

### **5.3.3 Annual Research Workplan Results Summary**

Produce a professionally written and edited Annual Research Workplan Results Summary, that includes for each completed and ongoing project:

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- 5.3.3.1 the objectives;
  - 5.3.3.2 the link to corresponding research priority;
  - 5.3.3.3 the scope;
  - 5.3.3.4 the methodology;
  - 5.3.3.5 the research organization, government, academia and industry participants;
  - 5.3.3.6 the project milestones and timelines;
  - 5.3.3.7 the link to policy/regulatory development and/or technology readiness level advancement.
  - 5.3.3.8 the resource allocation (in person-days);
  - 5.3.3.9 in-kind support leveraged from other collaborators;
  - 5.3.3.10 the progress made since the last Annual Research Work Plan Results Summary and results achieved;
  - 5.3.3.11 the number of Junior Researchers including interns, co-op students, Postdoctoral, PhD, Master's, and Undergraduate students that contributed to the project;
  - 5.3.3.12 the impact that the CERR program projects are having on HQP development and engineering training;
  - 5.3.3.13 other key performance indicators:
    - 5.3.3.13.1 Number of intellectual property and patents applied for
    - 5.3.3.13.2 Number of views/references of publications
    - 5.3.3.13.3 Number of YouTube views of content posted (as applicable)
    - 5.3.3.13.4 Number of presentations made at seminars, workshops, conferences, etc.
    - 5.3.3.13.5 Number of interns, co-op students, including Postdoctoral, PhD, Master's, and Undergraduate students completing their degrees with a thesis supported by the program;
    - 5.3.3.13.6 Number of interns, co-op students, including Postdoctoral, PhD, Master's, and Undergraduate students currently participating in the program;
    - 5.3.3.13.7 Number of projects initiated, active and completed;
    - 5.3.3.13.8 Number of active strategic links with other research collaborators, other universities and research organizations that could enhance the program;
    - 5.3.3.13.9 Number of projects whose results have been put into practice (i.e.: research implemented by industry);
    - 5.3.3.13.10 Other data as requested by TC.

Two electronic versions of the report are required by email or file transfer. The first must be produced as or converted to a Microsoft Word document. The second must be a portable document format (pdf) file. Reports should be developed in accordance with the "TC Innovation Centre Publication Standards and Guidelines for Provider of Services (TP 929)" which is provided at Appendix B.

#### **5.3.4 Online Public Repository Website**

The contractor must maintain (i.e.: be updated at least once every 3 months) an online public repository website that will provide public access to all journals, conference papers, theses, and other publications, developed as part of this research program.

- 5.3.4.1 This website must include a public webpage that provides a summary of the program and a list of completed and on-going projects under the program with publications linked to papers (where possible) and a list of current researchers working on each project.
- 5.3.4.2 The online public repository must:
  - 5.3.4.2.1 display, at a minimum, the document title, abstract, and link to download the full report;
  - 5.3.4.2.2 be searchable with key words from report titles and abstracts;
  - 5.3.4.2.3 provide information on the number of page views and downloads;

#### **Additional Work Requested on an "as needed" Basis through Task Authorizations**

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Deliverables in accordance with this Section, will be defined on an "as needed" basis. Tasks will be specified in the SOW of individual Task Authorizations as necessary, when needed. Deliverables may take the form of additional research, literature reviews, reports, presentations or other formats. Upon request from the Technical Authority, the contractor will submit electronically a SOW document within four weeks' notice, including:

- a) project workplan
- b) project outline
- c) schedule of conference calls
- d) time schedules for interim and final submissions
- e) project content and activities
- f) resource requirements and budget

The SOW for each project must be approved by the Contracting Authority in writing through a Task Authorization prior to the commencement of any work under this option.

## 6. Annual Schedule of Deliverables

Deliverable	Task/Deliverable Reference	Delivery Date
Presentation at annual Spring RRAB meetings	5.2.1.1/5.3.1	Annually, Between April-June
Presentation at annual Fall RRAB meetings	5.2.1.2/5.3.1	Annually, Between September-December
Presentation of project updates to Rail RD&D Interdepartmental Working Group	5.2.1.3/5.3.1	Annually, as needed
Presentation of detailed project updates to TC officials	5.2.1.4/5.3.1	Annually, as needed
Draft Annual Research Work Plan Document	5.2.1.5/5.3.2	Annually on April 15 <sup>th</sup>
Final Annual Research Work Plan Document	5.2.1.6/5.3.2	Annually on July 15 <sup>th</sup>
Draft Annual Research Work Plan Results Summary Document	5.2.2.3/5.3.3	Annually on January 15 <sup>th</sup>
Final Annual Research Work Plan Results Summary Document	5.2.2.3/5.3.3	Annually on February 15 <sup>th</sup>
Maintain public publication repository and webpage	5.2.4.1/5.3.4	Updated quarterly

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## 7. Contract Requirements

The Contractor must provide the following, as required by the evaluation criteria:

- Demonstrate recognized engineering research expertise in rail transportation in Canada
- Demonstrate support from the Canadian rail sector and research organizations
- Have access to research facilities
- Operate or have an agreement with an engineering program accredited by Engineers Canada
- A Program Director that:
  - Leads a program of research that undertakes research activities in railway transportation
  - Collaborates in at least 2 Canadian rail research fora
  - Holds a doctoral degree with a specialization in engineering or science relevant to rail sector research
- Participating Researchers that:
  - Demonstrate experience undertaking research activities in the research themes (including sub themes) outlined in Appendix A
  - Hold master's or a doctoral degree with a specialization in engineering or science relevant to rail sector research

### 7.1. Location of work

All work is to take place on the contractor's premises.

### 7.2. Language of work

Work will be carried out in English

## 8. Project Management

### 8.1. Contractor Responsibilities

Coordination of activities between the Contractor and participating organizations (Class I railway(s), railway suppliers, sub-contractors), including at the field level, will be the responsibility of the Contractor. TC will, however, be kept informed of developments and activities and will be advised of any action it may take in order to expedite the work or to achieve the project objectives.

### 8.2. Technical Authority Responsibilities

The Technical Authority will be responsible for the following during the course of the work:

- Provision of electronic templates for reporting;
- List of stakeholders that will include, among others, TC management and technical staff and principal stakeholders. Other organizations, including those providing specialized expertise, may be invited to join the attend specific project meetings and site visits should project requirements warrant;
- Convening meetings for the beginning of each one-year period to discuss, plan and provide approvals for annual research plan.
- Distribution to TC-IC's Rail RD&D stakeholders necessary reports or other materials delivered by the Contractor; and
- Providing feedback, as required, to the Contractor.

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## 9. Security Requirements

There is no security requirement applicable to the Contract.

## 10. Travel and Living Expenses

There may be a requirement to travel under this Contract. The Contractor must obtain written approval from the Technical Authority prior to any travel related to this Contract. The Treasury Board Travel Directive will apply for any travel, accommodation and living expenses.

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## Appendix A: Research Themes

### **Theme 1: Climate Change and Environment**

- a. Climate change risk mitigation and adaptation techniques, practices, and technologies
- b. Sustainability/resiliency
- c. Zero emission and low-carbon propulsion technologies
- d. Environmental performance and lifecycle analysis
- e. Planning and environmental impact considerations
- f. Design/construction/maintenance practices

### **Theme 2: Operations**

- a. Operation, maintenance, and network optimization
- b. Intermodal or multi-modal rail operations and interactions
- c. Data driven maintenance planning
- d. Communications
- e. Improved interline reliability and supply chain transparency

### **Theme 3: Cold Regions Engineering**

- a. Frozen soils, permafrost, and frost heave
- b. Rail break mitigation and detection technologies
- c. Train braking systems and performance
- d. Switch performance
- e. Cold weather impacts on containers used to transport Dangerous Goods

### **Theme 4: Human Factors**

- a. Railway transportation safety
- b. Grade-crossings
- c. Trespassing
- d. Training
- e. Safety culture

### **Theme 5: Innovations in Railway Engineering**

- a. Advanced technologies for monitoring and inspection
- b. Materials technology and innovation (e.g. geotextiles)
- c. Design/testing/construction/maintenance
- d. Data asset management

### **Theme 6: Risk and Reliability**

- a. Vehicle/track performance and degradation
- b. Risk modeling and big data analysis
- c. Climate change and related hazard risk assessment
- d. Risk assessment of new technologies and practices
- e. Transportation of Dangerous Goods risk analysis
- f. Ground hazards risk analysis

### **Theme 7: Enhanced Train Control**

- a. Technology performance analysis
- b. Automation
- c. Communications and signaling
- d. Security

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Appendix B: Publication Guidelines for Contractors



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## ANNEX B, TECHNICAL EVALUATION CRITERIA – MANDATORY AND POINT RATED

### 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.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) seek clarification or verify any or all information provided by the Bidder with respect to this RFP; and,
- b) contact any or all of the references supplied including the client contacts provided in item i) of the Project Summaries; references are only to be contacted to validate information stated in the bid.

### 2 MANDATORY REQUIREMENTS

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Note: TC may choose to terminate the evaluation of any proposal upon the first findings of non-compliance with a mandatory requirement or upon the first finding where a proposal fails to meet a minimum score for a rated requirement.

For any Project Summaries provided in demonstration of mandatory or point rated experience requirements, the bidder must provide:

- a) Project Description and scope of the requirement that meets the identified criteria provided by the resource and that show alignment to priority research themes found in Appendix A of the SOW
- b) Project timeframe in date and total months (ex. Jan 2007 – Jan 2008 – 12 months)
- c) Objective and outcome of the project
- d) A brief description of the proposed resource(s) role in the project
- e) Name of the client organization (to whom the services were provided)
- f) Location of the research activities (country, province/state/sub-jurisdiction)
- g) Reference to publication of project results in a peer reviewed journal (if applicable)
- h) If applicable: participating researchers or collaborating research organizations included in the project
- i) If applicable: the estimated value of the project

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j) If applicable: the name, title, telephone number and e-mail address of the client

k) If applicable: A solicitation reference number or award notice, with link to government tender site

The bidder may use an individual Project Summary to meet one or more of the mandatory or rated criteria. The bidder may choose to provide Project Summaries early in their proposal, reference these when responding to individual criteria, while providing additional clarification if needed. This will help the bidder avoid repeating the same information multiple times.

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. The Bidder may reference Project Summaries, resource CVs, or provide a narrative description explaining how the criteria is met with supporting documentation, where applicable.

<b>MC 1.0 Mandatory Criteria – Corporate Capability and Expertise</b>				
<b>No.</b>	<b>Description</b>	<b>Met</b>	<b>Not Met</b>	<b>Proposal Page No.</b>
MC 1.1 Engineering Research Expertise in Rail Transportation	The Bidder must demonstrate recognized engineering research expertise in rail transportation in Canada, by citing a minimum of 5 publications the bidder's proposed resources have published in peer reviewed technical journals, including a minimum of 2 of the 5 in publications in peer reviewed Canadian technical journals in the last 120 months. The publications must be aligned with the research themes in Appendix A of the SOW and published with the support of or co-authored by Junior Researchers (as defined in the SoW).			
MC 1.2 Support from Railway Sector and Research Organizations	The Bidder must demonstrate support from the Canadian rail sector and research organizations by including letters of support for the establishment of a Canadian Centre of Expertise on Rail Research.  Letter of support from the each of following representatives must be included: <ul style="list-style-type: none"> <li>- Senior Leadership of the bidding organization (e.g.: vice president, executive officer, faculty head, director general)</li> <li>- One Class I railway</li> <li>- One Class II or III railway (i.e.: shortline)</li> <li>- A Canadian rail research stakeholder group/forum that supports skills development and that will be associated with the program</li> </ul>			

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No.	Description	Met	Not Met	Proposal Page No.
MC 1.3 Research Facilities	<p>The Bidder must have access to at least 2 of the following facilities demonstrated by a description of their arrangement to access the facilities for performing laboratory testing related to research themes (including sub themes) outlined in Appendix A of the SOW and a description of the capabilities of each facility:</p> <ul style="list-style-type: none"> <li>- cold rooms that can provide temperature environments down to -40°C,</li> <li>- soil sample testing facilities to identify and quantify compounds,</li> <li>- facilities/lab to test new concepts/technologies at the pilot scale,</li> <li>- geographic information system tools/lab facility</li> <li>- materials testing facility</li> </ul>			
MC 1.4 Accredited engineering program for training of Junior Researchers	<p>The bidder must operate or have an agreement with an engineering program accredited by Engineers Canada that will encourage Junior Researchers to participate in the Centre of Expertise on Rail Research as per section 5.2.3 of the SoW. The Junior Researchers must be in the process of completing their degrees and advancing their practical expertise through involvement in the projects and research publications.</p>			

### Category of Resources

CVs must be provided *for each of the following resource categories* for bid evaluation purposes.

**For each of the mandatory requirements listed below, experience of the Proposed Resources should be demonstrated using CVs and Project Summaries that include the following:**

- a) Project Description and scope of the requirement that meets the identified criteria provided by the resource and that show alignment to priority research themes found in Appendix A of the SOW
- b) Project timeframe in date and total months (ex. Jan 2007 – Jan 2008 – 12 months)
- c) Objective and outcome of the project
- d) A brief description of the proposed resource(s) role in the project
- e) Name of the client organization (to whom the services were provided)
- f) Location of the research activities (country, province/state/sub-jurisdiction)

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- g) If applicable: reference to publication of project results in a peer reviewed journal
- h) Participating researchers or collaborating research organizations included in the project
- i) If applicable: the estimated value of the project
- j) If applicable: the name, title, telephone number and e-mail address of the client
- k) If applicable: A solicitation reference number or award notice, with link to government tender site

The Bidder must clearly Cross Reference each Mandatory Criterion to Proposal.

<b>MC 2.0: Resource Category: Program Director</b>				
<b>No.</b>	<b>Description</b>	<b>Met</b>	<b>Not Met</b>	<b>Proposal Page No.</b>
MC 2.1 Rail Research Expertise	The proposed resource must demonstrate, using a CV and Project Summaries, that they have a minimum of sixty (60) months experience leading a program of research that undertakes research activities in railway transportation within the last 120 months.			
MC 2.2 Rail Collaboration	The proposed resource must demonstrate, using a CV and Project Summaries, that they have a minimum of thirty six (36) months collaborating in at least 2 Canadian rail research fora such as Railway Research Advisory Board (RRAB), Railway Ground Hazards Research Program (RGHRP), other similar fora within the last 60 months.			
MC 2.3 Academic Qualifications	The proposed resource must hold a doctoral degree from a post-secondary education institution recognized in Canada with a specialization in engineering or science relevant to rail sector research.  *Proof of education must be provided with the bid at time of bid closing.			
<b>MC 3.0: Resource Category: Participating Researchers</b>				
MC 3.1 Rail Research Theme Expertise	The proposed resources must demonstrate, using CVs and Project Summaries, that they have a minimum of thirty-six (36) months experience undertaking research activities in the following research themes (including sub themes) outlined in Appendix A of the SOW:  <ul style="list-style-type: none"> <li>- Theme 1: Climate Change and Environment</li> <li>- Theme 2: Operations</li> <li>- Theme 3: Cold Regions Engineering</li> <li>- Theme 4: Human Factors</li> <li>- Theme 5: Innovations in Railway Engineering</li> <li>- Theme 6: Risk and Reliability</li> </ul>			

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No.	Description	Met	Not Met	Proposal Page No.
	<p>- Theme 7: Enhanced Train Control</p> <p>The bid must demonstrate experience in all seven (7) themes by up to seven (7) resources. One (1) proposed resource can cover multiple themes. Each proposed resource must have thirty-six (36) months experience, but the experience may span more than one theme. The Program Director may also be listed as a Participating Researcher if the Program Director is proposed to directly contribute to core research activities.</p>			
MC 3.2 Academic Qualifications	<p>The proposed resources must hold a master's or doctoral degree from a post-secondary education institution recognized in Canada with a specialization in engineering or science relevant to rail sector research.</p> <p>*Proof of education must be provided with the bid at time of bid closing.</p>			

### 3 POINT RATED TECHNICAL CRITERIA

For each of the point rated requirements listed below, experience of the Proposed Resources should be demonstrated using CVs and Project Summaries that include the following:

- a) Project Description and scope of the requirement that meets the identified criteria provided by the resource and that show alignment to priority research themes found in Appendix A of the SOW
- b) Project timeframe in date and total months (ex. Jan 2007 – Jan 2008 – 12 months)
- c) Objective and outcome of the project
- d) A brief description of the proposed resource(s) role in the project
- e) Name of the client organization (to whom the services were provided), if applicable
- f) Location of the research activities (country, province/state/sub-jurisdiction)
- g) If applicable: reference to publication of project results in a peer reviewed journal
- h) Participating researchers or collaborating research organizations included in the project. Junior Researchers should be clearly identified
- i) If applicable: the estimated value of the project
- j) If applicable: the name, title, telephone number and e-mail address of the client
- k) If applicable: A solicitation reference number or award notice, with link to government tender site

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The Bidder must clearly Cross Reference each Point Rated Technical Criterion to Proposal.

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

We advise Bidders to respond in the order that follows and in detail, to allow for a complete evaluation. The evaluation will be based solely on the information provided in the proposal. The review team may verify the information provided and obtain clarification.

<b>PRT 1.0: Corporate Capability and Expertise</b>		
<b>Point-Rated Evaluation Criteria</b>	<b>Maximum Number of Points</b>	<b>Demonstrated Experience-Reference to Annex: Page # &amp; Project #</b>
<p>PRT 1.1 Bidder should provide a description and webpage hyperlink to demonstrate that it operates an Online Public Repository Website that will provide public access to all journal, conference papers, theses, and other publications, developed as part of this research program.</p> <p><u>Evaluation Grid:</u></p> <p>Does not currently operate and maintain an online Public Repository Website – 0 pts</p> <p>Has an Online Public Repository Website – 5 pts</p> <p>Has an Online Public Repository Website that displays document titles, abstracts, and links to download full publication – 10 pts</p> <p>Has an Online Public Repository Website that displays document titles, abstracts, and links to download full publication and is searchable with key words from report titles and abstracts – 15 pts</p>	<b>15</b>	
<p>PRT 1.2 The Bidder must provide a description of their arrangement to access the following facilities for performing laboratory testing related to research themes outlined in Appendix A of the SOW and a description of the capabilities of each facility, in addition to the 2 facilities described in MC 1.3:</p> <ul style="list-style-type: none"> <li>- cold rooms that can provide temperature environments down to -40°C,</li> <li>- soil sample testing facilities to identify and quantify compounds,</li> <li>- facilities to test new concepts/technologies at the pilot scale and move toward in-field scale pilots/in-field demonstration,</li> <li>- geographic information system tools/lab facility</li> </ul>	<b>15</b>	

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<p>- materials testing facility</p> <p><u>Evaluation Grid:</u></p> <p>Access to 3 of the 5 facilities listed above — 5 pts</p> <p>Access to 4 of the 5 facilities listed above — 10 pts</p> <p>Access to all 5 facilities listed above — 15 pts</p>		
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<b>PRT 2.0: PM01 Program Director</b>		
<b>Point-Rated Evaluation Criteria</b>	<b>Maximum Number of Points</b>	<b>Demonstrated Experience-Reference to Annex: Page # &amp; Project #</b>
<p>PRT 2.1 The proposed resource should demonstrate using CVs and Project Summaries, that they have more than thirty-six (36) months of experience:</p> <ul style="list-style-type: none"> <li>- leading the development of research work plans;</li> <li>- overseeing collaborative rail research activities with industry, government, and academia participation (e.g.: specific projects or managing a program of research that includes multiple projects); and</li> <li>- disseminating results of research through publications and presentations.</li> </ul> <p><u>Evaluation Grid:</u></p> <p>37 to &lt; 47 months — 3 pts</p> <p>48 to &lt; 59 months — 5 pts</p> <p>60 to &lt; 71 months — 8 pts</p>	<b>10</b>	

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72 + months — 10 pts		
<p>PRT 2.2 The proposed resource should demonstrate using CVs and Project Summaries experience playing a leadership role in Canadian rail research fora such as the Railway Research Advisory Board (RRAB), Railway Ground Hazards Research Program (RGHRP), or other similar fora.</p> <p><u>Evaluation Grid:</u></p> <p>Leading a Canadian rail research forum for 2 years or more – 5 pts</p> <p>Leading at least 2 Canadian rail research fora for 2 years or more – 10 pts</p>	10	
<p>PRT 2.3 The proposed resource should demonstrate using CVs and Project Summaries experience overseeing the organization and delivery of research conferences to share research results aligned with research themes found in Appendix A of the SOW.</p> <p><u>Evaluation Grid:</u></p> <p>Has not organized or delivered a research conference – 0 pts</p> <p>Has organized and delivered a research conference – 2 pts</p> <p>Has organized and delivered a research conference on the topic of rail transportation – 3 pts</p> <p>Has organized and delivered a research conference that covers 5 or more of the research themes found in Appendix A of the SOW – 4 pts</p> <p>Has organized and delivered a research conference that covers all of the research themes found in Appendix A of the SOW – 5 pts</p>	5	

<b>PRT 3.0: Participating Researchers</b>		
<b>Point-Rated Evaluation Criteria</b>	<b>Maximum Number of Points</b>	<b>Demonstrated Experience-Reference to Annex: Page # &amp; Project #</b>
PRT 3.1 The proposed resources should demonstrate using CVs and Project Summaries, that they have more than thirty-	20	

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<p>six (36) months of experience in conducting rail research projects aligned with the research themes (including sub themes) outlined in Appendix A of the SOW within the last 10 years. Projects listed for MC 2.1 and MC 3.1 that are in addition to thirty-six (36) may be included. The Program Director may also be listed as a Participating Researcher if the Program Director is proposed to directly contribute to core research activities.</p> <p><u>Evaluation Grid:</u></p> <p>Resources collectively have 37-59 months of rail research experience (per research theme) – 1 pt</p> <p>Resources collectively have 60-119 months of rail research experience (per research theme) – 2 pts</p> <p>Resources collectively have &gt;120 months of rail research experience (per research theme) – 3 pts</p> <p>Maximum 3 points per research theme (7) for a total of 21 points, however this PRT will be capped at 20 points.</p>		
<p>PRT 3.2 Using CVs, Project Summaries, and by citing publications the proposed resources should demonstrate participating research involvement in overseeing projects and research publications that include Junior Researchers pursuing a master's or doctoral degrees in an engineering program accredited by Engineers Canada. The Junior Researchers must be in the process of completing their degrees and advancing their practical expertise through involvement in the projects and research publications.</p> <p><u>Evaluation Grid:</u></p> <p>&lt; 2 projects and/or publications with at least 2 different participating Junior Researchers – 0 pts</p> <p>3-5 projects and/or publications with at least 3 different participating Junior Researchers – 4 pts</p> <p>6-8 projects and/or publications with at least 6 different participating Junior Researchers – 7 pts</p> <p>9 or more projects and/or publications with at least 9 different participating Junior Researchers – 10 pts</p>	<b>10</b>	
<p>PRT 3.3 Using CVs and Project Summaries any of the proposed resources (excluding the Program Director) should demonstrate experience collaborating in more than 2</p>	<b>10</b>	

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<p>Canadian rail research fora such as Railway Research Advisory Board (RRAB), Railway Ground Hazards Research Program (RGHRP), other similar fora.</p> <p><u>Evaluation Grid:</u></p> <p>Active collaboration (through making presentations to or contributed to collaborative projects) in at least 2 Canadian rail research forum — 5 pts</p> <p>Active collaboration (through making presentations to or contributed to collaborative projects) in at least 3 Canadian rail research forum — 10 pts</p>		
<p>PRT 3.4 The proposed resources should demonstrate using CVs and Project Summaries, work experience in preparing deliverables such as presentations <u>or</u> reports aligned with the research themes in Appendix A of the SOW for federal, provincial, territorial or state governments in Canada or the US.</p> <p><u>Evaluation Grid:</u></p> <p>1 point per deliverable for a maximum of 5 pts</p>	<p><b>5</b></p>	

<b>Total Score</b>	
<b>Total Maximum Number of Points</b>	<b>/100</b>
<b>(minimum passing score is 50 points)</b>	

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## ANNEX C, BASIS OF PAYMENT

### Payment Schedule

The duration of the contract will be up to 6 years with optional periods from year 2 starting 2023 to year 6 starting April 2027. Costing tables found in Annex C: Basis of Payment will be used for costing optional years on an annual basis.

Period	Funding amount
Year 1 from date of contract award to March 31-2023	1/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan; 2/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan Results summary
Year 2- Date to be determined at contract award (optional)	1/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan; 2/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan Results summary
Year 3 - Date to be determined at contract award (optional)	1/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan; 2/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan Results summary
Year 4 - Date to be determined at contract award (optional)	1/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan; 2/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan Results summary
Year 5 - Date to be determined at contract award (optional)	1/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan; 2/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan Results summary
Year 6 - Date to be determined at contract award (optional)	1/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan; 2/3 of yearly contract value upon delivery and acceptance of Final Annual Research Work Plan Results summary
<b>Task Authorizations</b> -From contract award to contract end date or as extended by optional years.	Amount and deliverables will be defined in Task Authorization

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**1. Firm Price**

The Contractor will be paid for direct costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following table of firm price milestones. This firm price is inclusive of all Direct Payroll Costs, Materials and Supplies, Direct Expenses, overhead, profit, customs and duty.

The Contractor must provide a financial proposal aligned to the Tasks and Scope of Work outlined in Section 5 of the Statement of Work. The proposal must include a cost breakdown of the firm price proposed, including all the aforementioned Direct Costs and miscellaneous expenditures. The Financial Proposal must be in Canadian dollars, applicable taxes extra. The maximum annual funding available for the Contract resulting from the bid solicitation is **\$300,000.00** (Applicable Taxes extra).

Deliverable Item	Belongs to Task/ Deliverable	Deliverable Item Description	Fixed Evaluated Price/ Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1	5.2.1/5.3.1	Task 5.2.1.1 – Presentation for annual Spring RRAB meeting	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2	5.2.1/5.3.1	Task 5.2.1.2 – Presentation for annual Fall RRAB meeting	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3	5.2.1/5.3.1	Task 5.2.1.3 – Presentation for Rail RD&D Interdepartmental Working Groups up to 3 times per year (as requested by TC)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

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Deliverable Item	Belongs to Task/ Deliverable	Deliverable Item Description	Fixed Evaluated Price/ Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
4	5.2.1/5.3.1	Task 5.2.1.4 – Presentation of in-depth details of specific projects up to twice per year (as requested by TC)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
5	5.2.1/5.3.2	Task 5.2.1.5 – Annual Research Work Plan (draft, revised and final)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
6	5.2.2	Task 5.2.2.1 – estimated labour costs for 250 person-days of research activities	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
7	5.2.2/5.3.3	Task 5.2.2.3 – Annual Research Work Plan Results Summary (draft, revised and final)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
8	5.2.4/5.3.4	Task 5.2.4.1 – Quarterly maintenance of online public repository website	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

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Deliverable Item	Belongs to Task/ Deliverable	Deliverable Item Description	Fixed Evaluated Price/ Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Total annual price for deliverables 1-8 (must not exceed \$300,000 CND total)			\$ _____ -	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Firm Price (Contract Period i.e. Year 1): (Applicable Taxes extra)			\$ _____ -					

**2. Task Authorizations (if exercised)**

Use of any item under this section requires advance approval from the Technical Authority.

**2.1 Labour**

Cost proposal for task 5.2.5 Additional Research on Emerging Topics Requested on an “as needed” Basis through Task Authorizations. The Contractor will be paid firm all-inclusive hourly rates for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra, if applicable.

Resource category	Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Junior Researcher(s) hourly rate	\$	\$	\$	\$	\$	\$
Additional Participating Researcher(s) hourly rate	\$	\$	\$	\$	\$	\$
Program Director hourly rate	\$	\$	\$	\$	\$	\$
Total estimated labour						

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**2.2 EQUIPMENT:** At laid down cost without markup

**Est.: TBD in each TA**

**2.3 MATERIALS AND SUPPLIES:** at laid down cost without markup

**Est.: TBD in each TA**

**2.4 TRAVEL AND LIVING EXPENSES:**

(a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:

- (i) services provided within the National Capital Region (NCR). The National Capital Region (NCR) is defined in the National Capital Act, R.S.C. 1985, c.N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws.justice.gc.ca/eng/N-4/20100210/> and
- (ii) any travel between the Contractor's place of business and the NCR.

(b) For services to be provided outside the NCR, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php>), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

(c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

(d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

**Est.: TBD in each TA**

Total Estimated Amount to a Limitation of Expenditure: Refer to Article 7.7.2.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations of the Contract's terms and conditions.

With the exception of the firm rate(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.

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**ANNEX D to PART 3 OF THE BID SOLICITATION, 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);
- Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX E to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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**ANNEX F, TASK AUTHORIZATION FORM PWGSC-TPSGC 572**



Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada

**Annex**  
**Annexe** \_\_\_\_\_

**Task Authorization**  
**Autorisation de tâche**

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non     Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

▶

**For Revision only - Aux fins de révision seulement**

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**    **Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

**1. Required Work: - Travaux requis :**

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

PWGSC - TPSGC 572 (2014-04)

Solicitation No. - N° de l'invitation  
 T8009-210202  
 Client Ref. No. - N° de réf. du client  
 T8009-210202

Amd. No. - N° de la modif.  
  
 File No. - N° du dossier  
 016sIT8009-210202

Buyer ID - Id de l'acheteur  
 020sl  
 CCC No./N° CCC - FMS No./N° VME

**Annex**  
**Annexe** \_\_\_\_\_

Contract Number - Numéro du contrat

**2. Authorization(s) - Autorisation(s)**

<p><b>By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.</b></p> <p><b>The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.</b></p>	<p><b>En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.</b></p> <p><b>La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.</b></p>
<p>_____</p> <p>Name and title of authorized client - Nom et titre du client autorisé à signer</p>	
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>PWGSC Contracting Authority - Autorité contractante de TPSGC</p>	
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>

**3. Contractor's Signature - Signature de l'entrepreneur**

\_\_\_\_\_  
 Name and title of individual authorized - to sign for the Contractor  
 Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>
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