

Solicitation No. - N° de l'invitation  
T8080-220013

Amd. No. - N° de la modif.

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION****Proposal To: Transport Canada**

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

**Proposition à : Transports Canada**

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

**Comments - Commentaires****RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

By e-mail to: - Par courriel au :  
lisa.martin@tc.gc.ca

Attention: - Attention :  
Lisa Martin

**Solicitation Closes - L'invitation prend fin****At - à :**

2:00 PM - 14:00

**On - le :**

August 15, 2022

**Time Zone - Fuseau Horaire :**

ADT

<b>Title – Sujet</b> <b>Rail Line Wildfire Risk Identification</b>	
<b>Solicitation No. – N° de l'invitation</b> T8080-220013	<b>Date</b> July 13, 2022
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02 :00 PM</b> <b>on – le 08/15/2022</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Time (ADT)
<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 Inquiries to : - Adresser toutes questions à:</b> <b>Alexander Hmaidan</b> lisa.martin@tc.gc.ca	<b>Buyer Id – Id de l'acheteur</b>
<b>Telephone No. – N° de téléphone :</b>	<b>FAX No. – N° de FAX</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>	

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

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

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

**TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1.0 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....</b>	<b>13</b>
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
7.1 STATEMENT OF WORK.....	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 SECURITY REQUIREMENTS .....	14
7.4 TERM OF CONTRACT .....	14
7.5 AUTHORITIES .....	14
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	15
7.7 PAYMENT .....	15
7.8 INVOICING INSTRUCTIONS .....	15
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7.10 APPLICABLE LAWS.....	16
7.11 PRIORITY OF DOCUMENTS .....	16
7.12 INSURANCE – SPECIFIC REQUIREMENTS .....	16
7.13 DISPUTE RESOLUTION.....	16
<b>ANNEX “A” .....</b>	<b>18</b>
<b>ANNEX “B” .....</b>	<b>24</b>
<b>ANNEX “C” .....</b>	<b>25</b>
<b>ANNEX “D” .....</b>	<b>26</b>
<b>ANNEX “E” TO PART 3 OF THE BID SOLICITATION .....</b>	<b>31</b>

---

## **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.

### **1.2 Summary**

Recent wildfires have highlighted the risk of fire posed to the environment, critical infrastructure, and public safety by the railway system. It is probable that climate change will exacerbate this risk in certain regions. Transport Canada seeks to account for this wildfire risk in its planning.

TC is seeking the dedicated services of a firm or firms specializing in wildfire risk assessment and management, with highly skilled subject matter experts and the geospatial and risk assessment software necessary to perform a wildfire risk assessment across large geographic regions. These combined resources are critical to providing immediate and timely access to resources necessary to assess the risk of wildfire across the railway system in Canada.

The project will assess the risk of wildfire along the rail lines of the transportation system of Canada. This will include the risk posed to critical infrastructure and public safety. The aim of the project is to identify the risk profile of the rail network and manage wildfire risk appropriately.

### **1.3 Debriefings**

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

---

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [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 Transport Canada by the date and time indicated on page 1 of the bid solicitation.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
2. 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;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.4 Enquiries - Bid Solicitation

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

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

---

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1.0 Bid Preparation Instructions**

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

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 (1) soft copy  
Section II: Financial Bid - one (1) soft copy  
Section III: Certifications - one (1) soft copy  
Section IV: Additional Information - one (1) soft copy

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

#### **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 in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex "C".

#### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex "E" 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.

### **3.1.3 SACC *Manual* Clauses**

#### **Section III: Certifications**

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

---

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including 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 D.

**4.1.2 Financial Evaluation**

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Annex C.

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****4.2.1 Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 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.

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

#### **5.2.3 Additional Certifications Precedent to Contract Award**

##### **5.2.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at

---

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

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

### **5.2.3.2 Education and Experience**

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

Solicitation No. - N° de l'invitation  
T8080-220013

Amd. No. - N° de la modif.

---

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

There is no security requirement applicable to the Contract.

## 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 in Annex "A".

### 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

[2035 \(2022-05-12\)](#), General Conditions - Higher Complexity - Services, 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

The period of the Contract will be from the date of Contract Award to March 31, 2023

#### 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 One (1) additional One (1) year period 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 Fifteen (15) 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.

### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexander Hmaidan  
Title: Procurement Specialist  
Organization: Transport Canada  
Address: 330 Sparks Street, K1A 0N5  
E-mail address: [Alexander.Hmaidan@tc.gc.ca](mailto:Alexander.Hmaidan@tc.gc.ca)

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

**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.

**7.7 Payment****7.7.1 Basis of Payment****7.7.2 Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.7.3 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units 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 Electronic Payment of Invoices – Contract**

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

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

**7.7.5 Discretionary Audit**

C0705C (2010-01-11) , Discretionary Audit

**7.8 Invoicing Instructions**

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

Each invoice must be supported by:

- (i) A copy of the invoices, receipts, vouchers for all direct expenses;
- (ii) A description of the Work delivered; and

(iii) A breakdown of the cost elements.

Invoices must be distributed as follows:

(i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;

(ii) Upon request, 1 copy must be forwarded to the Contracting Authority identified under the section titled "Authorities" of the Contract;

## **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.

### **7.10 Applicable Laws**

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

### **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 (2022-05-12);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's proposal

### **7.12 Insurance – Specific Requirements**

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

### **7.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

- 
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

---

## ANNEX "A"

### STATEMENT OF WORK

## Introduction

### Background

With more than 48,000 route kilometres of track, Canada has one of the most extensive rail networks in the world. A safe and efficient rail network is vitally important to the economy and quality of life enjoyed by Canadians. For Canadian industries to be competitive in an increasingly global environment, the transportation system needs to be able to transport people, goods, and services in a safe, efficient, and environmentally responsible manner.

Transport Canada's (TC) Rail Safety (RS) directorate works closely with industry, academia, and other government organizations to research, test, and evaluate the safety, efficiency, and environmental performance of the railway industry in Canada. RS research, testing, and evaluations help inform the development of safety and environmental regulations, inform policy development, and address knowledge gaps related to wildfire risks posed by the railway system.

### Objective

Recent wildfires have highlighted the risk of fire posed to the environment, critical infrastructure, and public safety by the railway system. It is probable that climate change will exacerbate this risk in certain regions. Transport Canada seeks to account for this wildfire risk in its planning.

### Purpose

TC is seeking the dedicated services of a firm or firms specializing in wildfire risk assessment and management, with highly skilled subject matter experts and the geospatial and risk assessment software necessary to perform a wildfire risk assessment across large geographic regions. These combined resources are critical to providing immediate and timely access to resources necessary to assess the risk of wildfire across the railway system in Canada.

## Scope of Work

The project will assess the risk of wildfire along the rail lines of the transportation system of Canada. This will include the risk posed to critical infrastructure and public safety. The aim of the project is to identify the risk profile of the rail network and manage wildfire risk appropriately.

## Requirements

### Project Management

#### Project Management Committee

The Project Management Committee will include, among others, Transport Canada management and technical staff, scientific or technical experts, and principal stakeholders. Other organizations, including those providing specialized expertise, may be invited to join the Committee or attend specific Committee meetings and site visits should project requirements so warrant.

The Project Management Committee will review and comment on the progress of the work; provide advice; make decisions concerning scientific, technical, and managerial aspects of the work and its results; and serve as a forum for information exchange.

In addition, the Project Management Committee will provide support by:

- Providing electronic templates for reporting;
- Convening Committee meetings;
- Distributing necessary reports or other materials delivered by the Contractor to Committee members; and
- Providing feedback, as required, to the Contractor.

## Contractor

Coordination of activities between the Contractor and participating organizations will be the responsibility of the Contractor.

The Contractor will keep the Project Management Committee informed of developments and activities and advise the Project Management Committee of any action it may take to expedite the work or to achieve objectives.

## Project Structure

### Phases

The contract is divided into four phases. Phase 1 which comprises of project initiation/management, phase 2 which includes data gathering and consolidation, phase 3 which includes wildfire spread modeling, confirmation of potential impacts, and wildfire risk identification and phase 4 which includes reporting project updates and submitting a final report.

### Methodology

The project will follow a methodology designed to approach the issue of wildfire risk assessment in a scientific manner.

### Environmental Scan

The Contractor will collect spatial, geographical, and other data necessary to perform the project. This will include but is not limited to data concerning:

- Rail lines;
- Fuel (meaning the natural fuels in the environment that can support a fire);
- Infrastructure and public safety concerns;
- Weather and meteorological patterns;
- Climate patterns; and
- Rail fire history.

The Contractor will make this data available through a secure web-based platform that can support access-control to Transport Canada and other stakeholders.

### Wildfire Modeling

The Contractor will complete a model estimating how a wildfire would spread from rail lines as the ignition source, with a focus on spread to critical infrastructure and other sites of concern regarding public safety, e.g. major population centers. The methodology will address those variables that will be assumed versus those that will be measured and accounted for.

## Impact Modeling

The Contractor will model the impacts of wildfire spread. This will include an assessment of the value of critical infrastructure and other public safety concerns that is threatened by a potential wildfire. The assessment will not include an assessment of the impacts on the environment, natural resources, or other concerns, in order to simplify the project and reduce costs.

## Wildfire Risk Identification

Risk identification will proceed based on the available data and models. The risk will be an assessment of the impact, spread, and fuel availability for a given wildfire. This will allow the identification of rail lines that, were they to be the ignition of a fire, would present the greatest risk.

Risk identification in this contract will not include the likelihood of a wildfire at a given point in the rail network. This is because this risk assessment would be driven by variables that are subject to change as use of the rail network changes, and would quickly go out of date.

## Reporting and Deliverables

The Contractor will complete any reporting required for the project. This includes the completion and submission of any presentations and deliverables.

## Deliverables

Work is performed according to the stated deliverables in the contract, and additionally as necessary to brief and engage the Project Management Committee and relevant stakeholders.

For the project, the Contractor must provide:

1. A complete project plan;
2. Identified data needs;
3. Reporting on data gaps and mitigation strategies during the project;
4. Climate Change Scan;
5. Description of Spatial Deliverables;
6. Information Gaps and Future Steps;
7. Draft final report; and
8. A final report documenting the work output of the project.

Certain deliverables may be waived or added by the Project Management Committee.

## Project Plan

The Contractor must provide a complete and detailed plan of its methodology and approach, which must contain but is not limited to the following sections:

1. Background
2. Scope and Objectives
3. Methodology
4. Assessment Tools
5. Assessment Schedule and Milestones

6. Resource Allocation and Level of Effort
7. Resource Schedules
8. Risk and Mitigation Strategies

The Project Plan must be approved by the Project Management Committee for the Contractor to continue.

## Project Reports

### Data Needs and Gaps

The Contractor must provide, as a part of its risk and mitigation strategies in the project plan, an assessment of the data it requires to complete its work, the likely or known sources of this data, and the format in which this data should be provided. Where data is not available or is in a state which reduces its analytical value, the Contractor must provide an assessment of mitigation strategies to continue the project using substitutes or alternative sources.

When new concerns arise during the project, a new report must be submitted to the Project Management Committee.

### Climate Change Scan

The Contractor will work to understand and document the implications of climate change and how to incorporate these implications into the wildfire spread modeling completed for the project. The methodology and other elements used to complete this scan must be included in the Project Plan.

### Spatial Data

The Contractor will provide access to all of the data inputs, formulas, and modeling tools used to permit Transport Canada a full due diligence understanding of the methodology and work completed.

### Information Gaps and Future Steps

The Contractor will provide a summary of information that was found to be available, and gaps that exist, as well as the implications for the modelling that these gaps posed. The Contractor will provide recommendations on how to address these gaps. These recommendations may include but are not limited to modifications to infrastructure, data collection and organization practices, and organizational structures.

## Reports

### Billing Report

In order to demonstrate the cost incurred under each task, the Contractor will provide:

- The budgeted fees for the identified work;
- The fees invoiced;
- The balances to be invoiced; and
- The status of the project.

Additional information may be required by the Project Management Committee.

### Draft Final Report

The Contractor will provide a draft of its final report to the Project Management Committee. The Committee will provide comments and questions to ensure the report is clear and communicative of the results necessary for the project. The Contractor must proceed to address any concerns or questions raised.

## Final Report

The final report must be comprehensive and must be communicative of all tests and evaluations completed for the project.

## Final Report Presentation

The final report must be accompanied by a presentation. The presentation must cover the same content as the final report, permitting engagement and questions from the Project Management Committee.

## Approval of Deliverables

On receipt, the Project Management Committee will review the deliverable.

The Project Management Committee may require the Contractor to provide additional information or to produce a follow-up deliverable. Where significant deficiencies are identified, the Project Management Committee may return the deliverable with comments to the Contractor. Where a deliverable is returned, the Contractor must remedy identified issues and submit the deliverable again.

When the Project Management Committee is satisfied, it will approve the deliverable. Upon approval of the Final Report, the task is closed.

# Party Capacities

## Capacity Provided by the Contractor

The Contractor must have the capacity to provide the following:

- a) Systems and Software
  - a. Designed to conduct wildfire risk modeling over large geographic areas, from linear ignition sources such as rail lines.
  - b. Capable of addressing the risk of wildfire posed by multiple parallel rail lines.
  - c. Capable of processing large and disparate datasets for analytical and modeling purposes.
- b) Subject Matter Expertise
  - a. Expertise in methods related to wildfire risk assessment and management including but not limited to geospatial measures and mapping; meteorological modeling and assessment; and data analytics.
  - b. Expertise in topics concerning wildfire risk assessment and management including but not limited to wildfire fuels, wildfire spread, and fire risk to public safety and infrastructure.
  - c. Expertise in topics concerning risk assessment including but not limited to probability, impact, and risk.
  - d. Expertise in the identification and mapping of critical infrastructure and other public safety concerns.
  - e. Qualifications including advanced (Masters or Doctorate) degrees or equivalent experience, and publications or presentations at established and recognized international seminars and conferences.
  - f. A multi-disciplinary team capable of conducting complex analysis concerning the intersection of different factors that impact wildfire risk.

- 
- g. Experience supporting a government regulatory body in the regulation of rail safety.
  - h. Experience modeling wildfire risk over large geographic areas.
  - i. Experience modeling wildfire risk from potential ignition sources with a linear physicality such as railway lines.
  - j. Immediate and ongoing access to the necessary qualified personnel and/or subject matter experts to perform and manage the requisite activities.

## Support Provided by Canada

TC-RS, other government bodies, or their partners will provide the following:

- a. Data about the Canadian transportation system, as necessary and as available.
- b. Data about wildfires from railway lines, as available.
- c. Reviews and assessments of Canada's rail safety regulatory scheme and expected changes.
- d. Data about climate and meteorological patterns and incidents.
- e. Access to locations and infrastructure.

**ANNEX "B"****BASIS OF PAYMENT (TO BE COMPLETED BEFORE CONTRACT AWARD)**

All prices are in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

Canada will not reimburse any travel or living travel or living expenses associated with performing the Work.

Canada will pay the Contractor upon completion and delivery of units 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.

Deliverables	Total Cost
<p><b>Complete The Work and Provide a Final Report Containing:</b></p> <ul style="list-style-type: none"> <li>• <b>Gathering and Consolidation of Data</b></li> <li>• <b>Wildfire Spread Modeling With Confirmation of Potential Impacts</b></li> <li>• <b>Wildfire Risk Identification.</b></li> </ul>	\$

**ANNEX "C"****PRICING SCHEDULE**

Bidders must complete the table below and must submit the Pricing Schedule in accordance with the details in the RFP. Bidders must include a price for all items. The information in this Annex will form part of the resulting contract.

All prices are in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

Canada will not reimburse any travel or living travel or living expenses associated with performing the Work.

<b>Deliverables</b>	<b>Total Cost</b>
<p><b>Complete Work and Provide a Final Report Containing:</b></p> <ul style="list-style-type: none"> <li>• <b>Data Gathering</b></li> <li>• <b>Consolidation</b></li> <li>• <b>Wildfire Spread Modeling With Confirmation of Potential Impacts</b></li> <li>• <b>Wildfire Risk Identification.</b></li> </ul>	\$

**ANNEX "D"****BID EVALUATION CRITERIA****Rail Line Wildfire Risk Identification****1. Technical Evaluation Criteria**

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

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

**Table A: Required Format for Demonstrating Experience**

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

- |   |
|---|
| <ol style="list-style-type: none"> <li>a. The name of the client organization;</li> <li>b. Title of the proposed resource</li> <li>c. A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource;</li> <li>d. The dates/-duration of the work/project indicating the years and months of engagement by the proposed resource</li> <li>e. Title, name and email address of an individual at the organization which may be contacted to validate the information provided</li> </ol> |
|---|

**2. Mandatory Technical Criteria (M)**

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

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

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

**Table 1: Mandatory Criteria, Technical Consultant Services**

Number	Mandatory Criterion	Referenced Section/Page in Bidder's proposal and/or CV	Met/Not Met
M1	<p><b>BIDDER TEAM</b></p> <p>The Bidder <b>must</b> propose a team and provide the list of proposed resources within the team.</p> <p>A) The Bidder <b>must</b> propose a team and provide the names, titles, and responsibilities of each proposed resource within the team. The bidder must indicate which proposed resource will be the Project manager/Contractor representative for this project.</p> <p>B) For each proposed resource, the bidder must provide a current Curriculum Vitae (CV), and it must include the following information:</p> <ul style="list-style-type: none"> <li>-education (institution name and year of graduation and specialization i.e. certificate obtained) for example Bachelor of Applied Science, 2010, Carleton University</li> <li>-work history of the proposed resources which includes the information in Table A, to demonstrate compliance.</li> </ul>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M2	<p>The Bidder must include at least one proposed resource that has a minimum of five (5) years of cumulative experience in wildfire risk assessment and management within the last ten (10) years.</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M3	<p>The Bidder must include at least one proposed resource that has a minimum of three (3) years of cumulative experience within the last ten (10) years in geospatial measures and mapping.</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M4	<p>The Bidder must include at least one proposed resource that has a minimum of three (3) years of cumulative experience within the last ten (10) years in meteorological modeling and assessment</p> <p>To demonstrate compliance, the bidder must provide a description of the proposed resource(s)</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No

	work experience in accordance with the format outlines in Table A.		
M5	The Bidder must include at least one proposed resource that has a minimum of five (5) years of cumulative experience in the last eight (8) years performing data analytics.  To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.		<input type="checkbox"/> Yes <input type="checkbox"/> No
M6	The bidder must provide evidence that they possess systems and software designed to conduct wildfire risk modeling over large geographic areas, addressing the risk of wildfire posed by multiple parallel rail lines and processing large and disparate datasets for analytical modeling purposes.		<input type="checkbox"/> Yes <input type="checkbox"/> No

### 3. Point Rated Technical Criteria (R)

Bids who meet all of the mandatory technical criteria will be further evaluated and scored against the following rated requirements. Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive. Each point rated technical criterion should be addressed separately.

**Max Points: 75**

**Minimum Points Required for Consideration: 30**

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

Number	Rated Criterion	Scoring Instructions	Referenced Section/Page in Bidder's proposal and/or CV	Max Points	Bidder Score
R1	The Bidder should include one proposed resource that has at least three (3) cumulative years of experience in the last eight (8) years, as a project lead for at least one project. The Project should be related to conducting wildfire risk assessments and management including but not limited to wildfire fuels, wildfire spread, and fire risk to public safety and infrastructure.	Points awarded based on years of experience.  Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 10pts, ≥5 yrs. = 15 pts.		15	
R2	The Bidder should include at least one proposed resource that has at least three (3) cumulative years of	Points awarded		10	

	experience in the last eight (8) years supporting a government regulatory body in the regulation of rail safety	based on years of experience.  Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 7pts, ≥5 yrs. = 10 pts.			
R4	The Bidder should include at least one proposed resource that has at least three (3) cumulative years of experience in the last eight (8) years modeling wildfire risk over large geographic areas.	Points awarded based on years of experience.  Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 10pts, ≥5 yrs. = 15 pts.		15	
R5	The Bidder should include at least one proposed resource that has at least three (3) cumulative years of experience in the last eight (8) years modeling wildfire risk from potential ignition sources with a linear physicality such as railway lines	Points awarded based on years of experience.  Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 7pts, ≥5 yrs. = 10 pts.		10	
R6	The Bidder should include at least one proposed resource that has a minimum of three (3) cumulative years of experience in identifying and mapping critical infrastructure and other public safety concerns  To demonstrate compliance, the bidder must provide a description of the proposed resource(s) work experience in accordance with the format outlines in Table A.	Points awarded based on years of experience.  Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 10pts, ≥5 yrs. = 15 pts.		15	

R7	The Bidder should demonstrate that they have experience in previous projects such as those related to wildfire risk assessment, wildfire modeling, mapping critical infrastructure, data analytics for risk assessments, fire risk to public safety, and modeling over large geographic areas.	Points awarded based on years of experience.  Rating: ≥3 yrs. and <4 yrs.= 5pts, ≥4 yrs. and <5 yrs.= 7pts, ≥5 yrs. = 10 pts.		10	
<b>The minimum passing score is 30 points. The maximum score is 75 points.</b>		<b>Total points: 175</b>			

---

**ANNEX "E" 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)