

Solicitation No. - N° de l'invitation
T8080-220324

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 :
alexander.hmaidan@tc.gc.ca

Attention: - Attention :
Alexander Hmaidan

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

2:00 PM - 14:00

On - le :

December 30, 2022

Time Zone - Fuseau Horaire :

EST

Title – Sujet Airspace Risk Assessment	
Solicitation No. – N° de l'invitation T8080-220324	Date November 30, 2022
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le	Time Zone Fuseau horaire Eastern Standard Time (EST)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Alexander Hmaidan alexander.hmaidan@tc.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : 613-558-5328	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	

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

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

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

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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.

1.2 Summary

Following the tragic downing of Ukraine International Airlines Flight 752 (PS752) in January 2020, a mere six years after the downing of Malaysian Airlines Flight MH17 in similar circumstances, Canada launched the global Safer Skies Initiative.

As both incidents highlighted the importance of timely, risk-based decision-making with regards to civilian flight planning over or near conflict zones, Transport Canada (TC) established the Conflict Zone Information Office (CZIO) to monitor conflict zones, assess risks and provide guidance to Canadian air carriers through both the sharing of vital risk information and the issuance of airspace notifications (e.g., Notice to Airmen (NOTAM)).

The objective of this RFP is to seek access to global geopolitical threat and risk information, including data, reports and trend analysis including an outlook of short, mid and long-term trends to help the CZIO get ahead of potential threats to Canadian civil aviation operations. This will support Transport Canada's ongoing monitoring and assessment efforts of risks posed to Canadian civil aviation operations by conflict zones, undertaken by the CZIO.

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;
- 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 ()**

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 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:
 - 1. Office of the Procurement Ombudsman (OPO)
 - 2. Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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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

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 for a 1 year period after 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 Two (2) 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 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

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 Single Payment

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

1. 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;
1. all such documents have been verified by Canada;
1. 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):

- 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)

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 2035 (2022-05-12), Higher Complexity – Services;
- 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

- The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 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.
- 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.

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

ANNEX "A"**STATEMENT OF WORK****1. Objective:**

The objective is to seek access to global geopolitical threat and risk information, including data, reports and trend analysis including an outlook of short, mid and long-term trends to help the Conflict Zone Information Office (CZIO) get ahead of potential threats to Canadian civil aviation operations. This will support Transport Canada's (TC) ongoing monitoring and assessment efforts of risks posed to Canadian civil aviation operations by conflict zones, undertaken by the CZIO.

2. Background:

Following the tragic downing of Ukraine International Airlines Flight 752 (PS752) in January 2020, a mere six years after the downing of Malaysian Airlines Flight MH17 in similar circumstances, Canada launched the global Safer Skies Initiative. As both incidents highlighted the importance of timely, risk-based decision-making with regards to civilian flight planning over or near conflict zones, TC established the CZIO to monitor conflict zones, assess risks and provide guidance to Canadian air carriers through both the sharing of vital risk information and the issuance of airspace notifications (e.g., Notice to Airmen (NOTAM)).

The CZIO also works with international partners to enhance the way the global civil aviation community manages conflict zone risks. This work has included the creation of the Safer Skies Consultative Committee (SSCC), which brings together subject-matter experts from states, industry, and international organizations, and provides a formal international platform to consolidate discussions on conflict zones – including risk assessments - in relation to civil aviation. Through its leadership and participation in the SSCC, the CZIO has effectively shared risk information and coordinated its response to emerging or evolving conflict zones.

The CZIO's daily operational work involves the monitoring of classified intelligence and open-source information to identify and assess new or evolving threats to Canadian civil aviation operations in conflict zones. This work requires access to a variety of sources, enabling CZIO analysts to gain an accurate and in-depth picture of global trends, which inform its risk assessments and decision-making processes. Due to the number and variety of open sources, a service that consolidates and validates available open-source information is required to dramatically reduce human processing and analysis times – essential to mitigating any identified risk in a timely manner. Also needed is a service that provides an outlook of short, mid and long-term trends to help the CZIO get ahead of potential threats to Canadian civil aviation operations.

3.0 Scope of Work:**3.1 Requirements:**

For the CZIO to execute its mandate on behalf of the department and to effectively monitor foreign conflict zones as they emerge and evolve, it must have all the necessary tools at its disposal. This will also support Canada's continued leadership of the global Safer Skies Initiative by positioning TC as a leader in conflict zone risk management.

3.1.1 Access to Threat and Risk Information

The department requires access to geopolitical threat and risk information to support TC analysts' risk assessments.

3.1.2 Threat and Risk Reporting

The department requires the ability to conduct risk assessments and brief management and the Canadian civil aviation community in a timely manner using the entirety of available threat and risk information.

3.1.3 Threat and Risk Alerts

The department requires early warning reports notifying of any changes in the threat and risk information that may denote a rise in threats related to conflict zones or a change in the overall threat level of a specific region, which could have an impact on civil aviation operations.

3.1.4 Trends Analysis

The department requires a service that provides an outlook on short, medium, and long-term trends in geopolitical conflicts to help the CZIO get ahead of potential threats to Canadian civil aviation operations.

3.1.5 Access to Threat and Risk Analysts

The department requires access to specialized subject matter experts conducting threat and risk assessments to ask specific questions and discuss assessments more in-depth.

3.2 Tasks:

3.2.1 Provide Portal Access

The Contractor must provide appropriate user ID, password, and permissions to designated TC Analysts to gain access to their database portal and reports.

3.2.2 Task – Provide Training to CZIO Analysts

The Contractor must provide training to designated TC analysts on how to navigate their database. This training must include specific content on how to conduct queries using specific search criteria, how to access and download threat and risk reports, and how to filter data, reporting, and system alerts.

3.2.3 Provide Access to Threat and Risk Information Support

The Contractor must provide means to communicate with subject matter experts (i.e., threat and risk analysts and technical support) in response to specific queries, concerns, or issues with the threat and risk information provided as well as their assessments thereof.

4.0 Deliverables and Acceptance Criteria:

4.1 Portal Access

The Contractor must provide username, password generation, and appropriate permissions that will enable an analyst to access the threat and risk information and assessments, receive reports as well as

make edits to their user profile. This will be considered delivered when each identified user has received login credentials to the portal and starts receiving the regular reports.

4.2 Threat and Risk Assessment Information

The Contractor must provide required training and instructions to allow CZIO analysts the ability to navigate the portal, and download Contractor created products. This will be considered delivered after training is provided to all identified users.

4.3 Portal Access

The Contractor must provide access to identified analysts to threat and risk information and portal for specified period as defined within subscription or license agreement. This will be considered delivered once access has been confirmed by both the Contractor and the department. Any interruptions identified will need to be rectified by both parties. Should access issues stem from the Contractor and not be resolved, they will be considered to be an interruption in the deliverables identified in this Statement of Work.

4.4 Training

The Contractor must provide training and instructions for analysts within the first week of the subscription or license.

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.

Period 1: Contract Award to _____	
Deliverable	Total Cost (Excluding Applicable Taxes)
Airspace Risk Assessment System Subscription	\$

Option Period 1	
Deliverable	Total Cost (Excluding Applicable Taxes)
Airspace Risk Assessment System Subscription	\$

Option Period 2	
Deliverable	Total Cost (Excluding Applicable Taxes)
Airspace Risk Assessment System Subscription	\$

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.

Period 1 - Contract Award to _____	
Deliverable	Total Cost (Excluding Applicable Taxes)
Airspace Risk Assessment System Subscription	\$

Option Period 1	
Deliverable	Total Cost (Excluding Applicable Taxes)
Airspace Risk Assessment System Subscription	\$

Option Period 2	
Deliverable	Total Cost (Excluding Applicable Taxes)
Airspace Risk Assessment System Subscription	\$

Evaluated Price (Applicable Taxes excluded): \$ _____ (CAD)

(i.e., sum of: Total Period 1 + Total Option Period 1 + Total Option Period 2)

ANNEX "D"**BID EVALUATION CRITERIA****Rail Line Wildfire Risk Identification****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):
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- | |
|---|
| <ol style="list-style-type: none"> 1. The name of the client organization; 2. Title of the proposed resource 3. 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; 4. The dates/-duration of the work/project indicating the years and months of engagement by the proposed resource 5. Title, name and email address of an individual at the organization which may be contacted to validate the information provided |
|---|

Mandatory Criteria

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

Criteria	Mandatory Criteria (CM)	Provide a cross reference to the proposal/CV where substantiating information can be found.	Met / Not Met
M1	<p>The Bidder must identify at least three (3) proposed resources that each have a minimum of three (3) years of cumulative experience as a subject-matter expert in both regional or national conflicts and risk assessments in the last ten (10) years.</p> <p>To demonstrate compliance, the Bidder must provide a CV for each resource and a description of the proposed resource's work experience, in accordance with the format outlined in Table A.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M2	<p>The Bidder must demonstrate, through their "products" that they have a "broad array" of expertise in geopolitical and armed conflict related intelligence and assessment. "Products" may include publications, reports, papers, emails, etc...</p> <p>'Broad array' is considered to be intelligence and assessment expertise pertaining to geopolitical events or considerations, and armed conflict from a minimum of four (4) geographical regions that must include: Middle East - Africa - Eastern Europe - South East Asia</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M3	<p>The Bidder must demonstrate, through their "products" that they have a broad array of expertise in intelligence and assessment pertaining to armed conflict and geopolitical events or considerations that have an impact on civil aviation (e.g., long range systems, cross border conflict, etc).</p> <p>"Products" may include publications, reports, papers, emails, etc...</p> <p>'Broad array' is considered to be intelligence and assessment expertise pertaining to armed conflict that has an impact on civil aviation, from a minimum of four (4) geographical regions that must include: Middle East – Africa - Eastern Europe - South East Asia</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No

M4	<p>The Bidder must demonstrate that they conduct threat and risk assessments using a methodology that is:</p> <ul style="list-style-type: none"> • based on a wide range of open-source information; and, • describes the key technical terms and assessment indicators used. <p>'Wide range of open-source information' is considered to include: local and International News Media Sources, social media platforms, local sources and government authorities.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M5	<p>The Bidder must demonstrate that they have an on-line accessible website/portal, available to TC analysts 24/7, that can be used to access up to date threat and risk information.</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No
M6	<p>The Bidder must demonstrate, through their "products" that they provide short, medium and-long term trend analysis of geopolitical and/or armed conflict. "Products" may include publications, reports, papers, emails, etc...</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No

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 non-responsive. Each point rated technical criterion should be addressed separately.

Table 2: Point Rated Technical Criteria (R)

Number	Rated Criterion	Scoring Instructions	Provide a cross reference to the proposal/CV where substantiating information can be found.	Max Points	Bidder Score
R1	The Bidder should provide evidence that their subscription includes notifications pertaining to changes in threat and risk information that may denote an increase or decrease in threats related to a geopolitical or armed conflict.	Yes = 20pts No = 0pts		20	
R2	The Bidder should provide evidence that they offer direct access to subject-matter experts with whom clients can discuss specific questions and assessments more in-depth, on an as-needed basis.	Points awarded based on service standards. Access within <24 to ≥48 hours = 5 pts Access within <12 hours to ≥24 hours = 10 pts Access within 12 hours or less = 20 pts		20	
R3	The Bidder should provide evidence that they include training on how to use their website/portal.	Yes = 15 pts. No = 0pts.		15	
R4	The Bidder should identify at least one (1) proposed resource that has a minimum of three (3) years cumulative experience as a subject-matter expert in both regional or national conflicts and risk assessments in the last ten (10) years.	Points awarded based on years of experience. Rating: ≥3 yrs. and <7 yrs.= 5pts, ≥7 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15 pts.		15	

R5	The Bidder should identify at least one (1) proposed resource that has a minimum of three (3) years cumulative experience as a subject-matter expert in either and or both regional and national conflicts and risk assessments in the last ten (10) years.	Points awarded based on years of experience. Rating: ≥3 yrs. and <7 yrs.= 5pts, ≥7 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15pts.		15	
R6	The Bidder should identify at least one (1) proposed resources that has a minimum of three (3) years cumulative experience as a subject- matter expert in both regional and national conflicts and risk assessments in the last ten (10) years.	Points awarded based on years of experience. Rating: ≥3 yrs. and <7 yrs.= 5pts, ≥7 yrs. and <10 yrs.= 10pts, ≥10 yrs. = 15 pts.		15	
The minimum passing score is 60 points. The maximum score is 100 points.			Total points: /100		

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)