



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À :**

Transport Canada  
TC MAIL ROOM, (Food Court Level)  
Tower "C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario K1A 0N5  
Attention: Sylvain Desbois  
Bid receiving Unit : 613-998-5105

Transports Canada  
TC MAIL ROOM, (Niveau Food Court)  
Tour C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario K1A 0N5  
Attention: Sylvain Desbois  
Service de réception des soumissions : 613-998-5105

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Comments – Commentaires**

**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, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**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, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

<b>Title – Sujet</b>	
Evaluation of marine control zones for TERMPOL	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
T8080-180034	July 13, 2018
<b>Client Reference No. – N° référence du client</b>	
T8080-180034	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes</b>	<b>Time Zone</b>
<b>L'invitation prend fin</b>	<b>Fuseau horaire</b>
<b>at – à</b>	<b>02 :00 PM – 14h00</b>
<b>on – le</b>	<b>August 22, 2018</b>
Eastern Daylight Time (EDT) Heure Avancé de l'Est (HAE)	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
<b>Sylvain Desbois</b>	
<b>Area code and Telephone No.</b>	<b>Facsimile No. / e-mail</b>
<b>Code regional et N° de téléphone</b>	<b>N° de télécopieur / courriel</b>
<a href="mailto:sylvain.desbois@tc.gc.ca">sylvain.desbois@tc.gc.ca</a>	
<b>Destination – of Goods, Services, and Construction:</b>	
<b>Destination – des biens, services et construction</b>	
<b>National Capital Region</b>	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

<b>Delivery required -Livraison exigée</b>	<b>Delivery offered -Livraison proposée</b>
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address</b>	
<b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>e-mail - courriel</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement applicable with this Request for Proposal.

### 1.2 Statement of Work

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

### 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 or by telephone.

### 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

## 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>) 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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>

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 (TC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

### 2.3 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

## **2.4 Enquiries - Bid Solicitation**

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

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

## **2.5 Applicable Laws**

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

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

## **2.6 Basis for Canada's Ownership of Intellectual Property**

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (4 hard copies and 1 (one) soft copy such CD or DVD or USB key)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry 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.

**Education:** Where the education of a proposed individual will be evaluated, Canada will only consider academic credentials obtained from a recognized\* Canadian university, college or high school, or the equivalent for credentials obtained outside Canada, as established by a recognized\* Canadian academic credentials assessment service. (\*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: <http://www.cicic.ca/2/home.canada>.)

Attachment 1 to Part 4: Technical Evaluation Criteria, contains additional instructions that bidders should consider when preparing their technical bid

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- i. Bidders must submit their financial bid in accordance with Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- ii. Bidders must submit their price, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.

- iii. All prices included in the pricing schedule detailed in Attachment 2 to Part 4 : Financial Evaluation – Pricing Schedule exclude allowable authorized travel and living expenses.

**Section III: Certifications**

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

Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 EVALUATION PROCEDURES**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria (Step 1)**

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

##### **4.1.1.2 Point Rated Technical Criteria (Step 2)**

Refer to Attachment 1 to Part 4 : Technical Evaluation Criteria.

Point-rated technical criteria not addressed will be given a score of zero.

##### **4.1.2 Financial Evaluation & Mandatory Financial Criteria (Step 3)**

Refer to Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

Only compliant proposals meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2 to Part 4: Financial Evaluation - Pricing Schedule.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

Failure or refusal to provide a price or rate for any item in Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule shall be considered as failing to meet a mandatory requirement of the RFP and therefore, the Bidder's proposal shall be given no further consideration.

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

4.1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with Attachment 2 to Part 4 : Financial Evaluation - Pricing Schedule.

### **4.2 BASIS OF SELECTION**

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

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum points specified in Attachment 1 to Part 4 for the points rated technical criteria ; and
- (d) Meet the financial Mandatory Criteria

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

4.2.1.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4.2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

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

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

combined rating.

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

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88/100	82/100	92/100
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000^* / 60,000 \times 30 = 25.00$	86.60
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.27$	84.67
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30.00$	94.40**

\* represents the lowest evaluated price

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

- 4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Attachment 1 to Part 4; the responsive bid obtaining the highest overall score being ranked the highest.



## ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

### 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 to also refer to Part 3, Section I; Technical Bid.

All work experience or project experience performed in the last ten (10) years and used to demonstrate compliancy must be presented using the format of this table.

If referencing a project, projects must have been for a minimum of two months duration.

- a. The name of the client organization and/or employer ;
- b. The dates/duration of the work/project indicating the years/months of engagement by the proposed resource;
- c. A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource;
- d. Description of the activities performed by the proposed resource; and
- e. Name, title and email address of a contact person that may be used as a reference to validate projects or experiences

TABLE 1

For work experience to be considered, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. When multiple tasks are performed simultaneously, Bidders are to indicate timeline for each.

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

### 2.0 Mandatory Technical Criteria (M)

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

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

Proposals must demonstrate compliance with all of the following Mandatory Technical Criteria and must provide the necessary documentation to support compliance.

## 2.1 Mandatory Technical Criteria

No.	Mandatory Technical Criteria	Bidder Response / Cross Reference to Proposal and/or CV	MET/ NOT MET
M1	<p><b>TEAM BIDDER PROPOSED RESOURCES</b></p> <p>The Bidder must demonstrate that each proposed resource(s) in the team has a minimum of five (5) years of demonstrated experience conducting analysis in the last ten (10) years of the RFP closing date in any of the following fields (or a combination thereof):</p> <ul style="list-style-type: none"> <li>i. Marine legal analysis;</li> <li>ii. Marine policy analysis;</li> <li>iii. Marine hazard identification and risk assessment;</li> <li>iv. Port or marine facility risk assessments.</li> </ul> <p><b>Resource 1:</b> _____  <b>Add name(s) if required</b></p> <p>For each proposed resource, the bidder must include a resume (CV) demonstrating the required experience using the Table 1 format.</p>		
M2	<p><b>PROJECT MANAGER/TEAM LEAD QUALIFICATION</b></p> <p>The Bidder must demonstrate that the proposed Project Manager/Team Lead has:</p> <ul style="list-style-type: none"> <li>a) A minimum of a bachelor's degree from a recognized post-secondary institution. A copy of the degree must be provided</li> <li>b) Experience as the Lead or Project Manager of two (2) completed projects in the last ten (10) years of the RFP closing date where the main deliverable was a policy paper with advice and recommendations focused primarily on marine safety or marine security risk management.</li> </ul> <p><b>Project Manager / Lead :</b> _____</p> <p>Bidder must provide the following for each project:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) A brief description of the purpose of the project and deliverables;</li> <li>c) The dates/duration of the project;</li> <li>d) The dollar value of the project (\$CAD);</li> <li>e) The extent to which the project was completed on time, within budget and in accordance with established project goals; and</li> <li>f) Table 1 information</li> </ul>		

M3	<p><b>INITIAL WORKPLAN</b></p> <p>The Bidder must submit a comprehensive initial work plan to complete the project that includes the following information:</p> <p>a) The Bidder's proposed approach and methodology for the project;</p> <p>b) Details outlining the assignment of personnel, allocation of responsibilities and level of effort; and</p> <p>c) Quality control measures to ensure a high standard of research, analysis and reporting, and to ensure the timely delivery of all project deliverables.</p>		
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### 3.0 Point Rated Technical Criteria (R)

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

Bids which fail to obtain the required total of minimum score of 50 points over 85 points will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No.	Rated Requirements	Maximum Score	Bidder Response / Cross Reference to Proposal and/or CV	Bidder score
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R1	<p><b>TEAM LEAD/PROJECT MANAGER EXPERIENCE</b></p> <p>The Bidder should demonstrate using the table 1 format, experience in the last 10 years of the RFP closing date of the proposed Project Manager/Team Lead identified in M2, as either a Project Manager or Lead Resource or Senior Analyst in any or all of the following fields:</p> <ul style="list-style-type: none"> <li>• Marine legal analysis;</li> <li>• Marine policy analysis;</li> <li>• Marine hazard identification and risk assessment); or</li> <li>• Port or marine facility risk assessments</li> </ul> <p><b>Rating Scale:</b> 2 points for each full year (12 months) of experience, up to 20 points.</p>	20		
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R2	<p><b>TEAM LEAD/PROJECT MANAGER - PROJECT EXPERIENCE</b></p> <p>The Bidder should demonstrate, that the proposed Project Manager/Lead Resource has completed projects (*) in the last ten (10) years of the RFP closing date where the main deliverable was a policy paper with advice and recommendations</p>	10		
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	<p>focused primarily on marine safety or marine security risk management.</p> <p>(* ) Projects must be other than the 2 projects used to satisfy Mandatory Criteria (M2):</p> <p>Bidder must provide the following for each project:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) A brief description of the purpose of the project and deliverables ;</li> <li>c) The dates/duration of the project;</li> <li>d) The dollar value of the project (\$CAD);</li> <li>e) The extent to which the project was completed on time, within budget and in accordance with established project goals; and</li> <li>f) Table 1 information.</li> </ul> <p><b><u>Rating Scale:</u></b> 1 point per project up to a maximum of 10 points.</p>			
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R3	<p><b>BIDDER’S TEAM SIMILAR PROJECT EXPERIENCE</b></p> <p>The Bidder should demonstrate having completed with one of the proposed resource identified in M1 up to two (2) projects in the last 10 years of the RFP closing date.</p> <p>If more than 2 projects are submitted, only the 2 most recent completed projects will be evaluated.</p> <p>Bidder must provide the following for each project:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) A brief description of the purpose of the project and deliverables ;</li> <li>c) The dates/duration of the project;</li> <li>d) The dollar value of the project (\$CAD);</li> <li>e) The extent to which the project was completed on time, within budget and in accordance with established project goals; and</li> <li>f) Name, title and email address of a contact person that may be used as a reference to validate projects or experiences</li> </ul> <p>Each completed project will be scored for a total of 15 points each for a total score of 30 points.</p> <p>The Bidder projects will be scored against each following criteria:</p> <p><b><u>Rating scale:</u></b></p>	30		
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	<ul style="list-style-type: none"> <li>a) Experience conducting analysis of Canadian maritime laws, policies and regulations for the purpose of policy development or legislative review: (1 point) ;</li> <li>b) Experience gathering data and conducting assessments on Canada’s marine infrastructure and marine transportation networks: (1 point);</li> <li>c) Experience gathering data and conducting assessments on Canadian marine infrastructure and marine transportation in Northern Canadian communities: (1 point);</li> <li>d) Experience conducting marine safety assessments or port and marine facility risk assessments: (3 points);</li> <li>e) Experience in developing or applying marine spill hazard identification methodologies and the evaluation of associated risk treatment options: (3 points);</li> <li>f) Experience analyzing the feasibility or effectiveness of Marine Control Zones for a jurisdiction (local, provincial, state, national, and international) or commercial entity: (6 points).</li> </ul>			
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R4	<p><b>INITIAL WORKPLAN</b></p> <ul style="list-style-type: none"> <li>a) The Bidders should demonstrate that the role of each proposed resource is clearly defined, appropriate and reflected in all phases of the initial Workplan and that the assignment of personnel, allocation of responsibilities, level of effort are appropriate to complete the tasks, deliverables with the associated/proposed timelines.</li> <li>b) The bidders should demonstrate in their initial workplan the process for conducting the work, including methods for collecting and analyzing data to complete the tasks, deliverables and a comprehensive quality control strategy in place for monitoring the quality of the research, analysis and reporting.</li> <li>c) The bidder should demonstrate the proposed methodology for selecting jurisdictions with marine controls.</li> <li>d) The bidder should provide a draft table of contents of the final report, including a description of how each item in the table of content relates to the project’s scope and objectives</li> </ul> <p>Each sub-criteria above ( a, b, c, d ) is to be evaluated using the Table 2, with a maximum of up to 5 points each</p>	20		
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<b>Table 2 – Rating Scale</b>				
0	Information was not provided.			
1	Information provided demonstrates a limited understanding of the sub-criteria and objectives of the project.			
2	Information provided demonstrates some understanding of some of the elements of the sub-criteria and objectives of the project.			
3	Information provided demonstrates understanding of most elements of the sub-criteria and objectives of the project.			
4	Information provided clearly demonstrates understanding of all elements of the sub-criteria and objectives of the project.			
5	Information provided demonstrates a full range of in-depth understanding of all elements of the sub-criteria and objectives of the project.			

<b>R5</b>	<p><b>QUALITY OF THE PROPOSAL</b></p> <p>The Bidder's proposal will be evaluated according to the following criteria:</p> <ul style="list-style-type: none"> <li>• Clarity and conciseness, (0 or 1 point);</li> <li>• Organized in a logical and easy-to-read format, i.e. follows the structure of the RFP) (0 or 1 point);</li> <li>• Grammar, spelling and punctuation (No errors= 2 points; Up to five errors = 1 point; more than five errors = 0 points);</li> <li>• Professional presentation, (0 or 1 point).</li> </ul>	5		
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Maximum available points	85		
Minimum overall points required	50		
<b>Bidder score (*)</b>		Met: <input type="checkbox"/>	Not Met: <input type="checkbox"/>

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

## ATTACHMENT 2 TO PART 4 – FINANCIAL EVALUATION – PRICING SCHEDULE

Only bids which meet all the mandatory technical criteria and obtain and obtain the minimum overall score on the rated criteria from Attachment 1 to Part 4 – Technical Evaluation Criteria will be rated on their financial proposal.

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

### Pricing Schedule

PRICING SCHEDULE		
Deliverable / Milestone	Firm Price	
Deliverable 1 (20%): Final Workplan & Final Methodology	[\$Insert amount]	A
Deliverable 2 (30%): Preliminary draft reports	[\$Insert amount]	B
Deliverable 3 (35%): Final written report	[\$Insert amount]	C
Deliverable 4 (15%): Presentation of work to TC	[\$Insert amount]	D
EVALUATED PRICE (the sum of prices for deliverables 1 to 4, excluding taxes)	[\$Insert amount]	E=A+B+C+D
Taxes (insert tax amount, as applicable):	[\$Insert amount]	
Total Cost:	[\$Insert amount]	

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## PART 5 – CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 5.1 Certifications Required with the Bid and Additional Information

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 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.

Integrity declaration form : <http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

#### 5.1.2 Former Public Servant

The Bidder must submit a duly completed Attachment 1 to Part 5 – Information on Former Canadian Public Servant, as part of their bid.

#### 5.1.3 Additional Information

Bidders must submit Attachment 2 to Part 5 – Additional Certifications as part of their bid

### 5.2 Certifications Precedent to Contract Award

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) website (<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.

Forms : <http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>

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

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

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



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**ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT****Former Public Servant**

The Bidder must submit a duly completed Attachment 1 to Part 5 - Information on Former Canadian Public Servant, as part of their bid.

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 with FPS, bidders must provide the information required below before contract award.

**A. 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.

**B. 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 FPS 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

**C. 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 \_\_\_\_\_.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## ATTACHMENT 2 TO PART 5 – ADDITIONAL CERTIFICATIONS

### Additional Certifications

Bidders must submit **Attachment 2 to Part 5 - Additional Certifications** as part of their bid.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### A. Bidder / Supplier Information. Bidder to also sign and date page 1

Supplier's legal name	
Supplier Operating name	
Supplier's procurement business number (PBN)	
Supplier's address	
Contact person name and email address	

#### B. 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.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### C. 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.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## Part 6 – Resulting Contract Clauses

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

### 6.1 Security Requirements

6.1.1 No security requirement applicable to this Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010B/18>

#### 6.3.2 Supplemental General Conditions

4007 (2010-08-16): Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4007/3>

A7017C (2008-05-12) Replacement of Specific Individuals

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A7017C/2>

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to January 31, 2019.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Sylvain Desbois  
Contracting Specialist  
Transport Canada  
275 Sparks Street  
Building 275 Sparks - Floor 01 - Room 7  
Ottawa, Ontario  
K1A 0N5

Telephone: 613-990-8737

E-mail : [sylvain.desbois@tc.gc.ca](mailto:sylvain.desbois@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.

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**6.5.2 Technical Authority / Departmental representative *(to be identified at contract award)***

The Technical Authority for the Contract is:

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

Telephone: \_\_\_\_\_  
e-mail address: \_\_\_\_\_

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

**6.5.3 Contractor's Representative *(to be identified at contract award)*****6.5.4 Contractor's Resources *(to be identified at contract award)*****6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (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: 2012-2 of the Treasury Board Secretariat of Canada.

**6.7 Payment****6.7.1 Basis of Payment**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 - Basis of Payment, 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.

**6.7.2 Method of Payment**Milestone Payments

For the work as described in Annex A – Statement of Work, Canada will make milestone payments in accordance with the Schedule of Milestones outlined in Annex B and 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; and
- c) the Work delivered has been accepted by Canada.

## 6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "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:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 4007 (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information
- (c) A7017C (2008-05-12) Replacement of Specific Individuals
- (d) 2010B (2018-06-21) - General Conditions - Professional Services (Medium Complexity) ;
- (e) Annex A, Statement of Work ;
- (f) Annex B, Basis of Payment ;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on \_\_\_\_\_" or " , as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)*)

## 6.12 Insurance – No specific requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## **ANNEX A : STATEMENT OF WORK**

### **1. TITLE**

Evaluation of marine control zones for Transport Canada TERMPOL (Technical Review Process of Marine Terminal Systems and Transshipment Sites) review process.

### **2. OBJECTIVE**

Transport Canada (TC) requires a professional marine safety contractor to conduct domestic/international research and analysis on policies, legislation and regulations governing marine control zones around transiting vessels and in the vicinity of ports and marine terminals.

The results of the required evaluation will help inform TC's current navigation safety review process (TERMPOL) and potential options for a future enhanced navigational safety assessment program.

### **3. BACKGROUND**

The Government of Canada announced the \$1.5 billion national Oceans Protection Plan (OPP) in November 2016, with the objective of improving marine safety and responsible shipping, protecting Canada's marine environment, and offering new possibilities for Indigenous and coastal communities (more information at: <https://www.tc.gc.ca/eng/oceans-protection-plan.html> )

As part of the OPP, the Government of Canada would like to assess the feasibility for Canadian marine control zones around transiting vessels and in ports and in the vicinity of marine facilities. A marine control zone is a geographical exclusion area that prevents persons or vessels from coming within a specific distance. A marine control zone is one measure to improve safety and security around a terminal or transiting vessel since it acts as a barrier to entry for unauthorized personnel and creates a safe distance between the general public and dangerous cargoes.

The TERMPOL Review Process (TRP) is a technical review of marine terminal systems and transshipment sites that specifically focuses on the proposed route of new marine shipment projects and the process of cargo handling. Risk assessments are one requirement of the proponent under the TRP; however, TC requires additional expertise to validate methodologies in place for risk and control zones. The decision to implement a marine control zone for a given project has a direct impact on the mitigation of risks associated with its operation.

### **4. PROJECT OBJECTIVES/REQUIREMENTS**

#### **4.1 Scope**

The purpose of this work is to enhance TC's understanding of:

1. The success of existing marine control zones as a way to reduce the risk of a potential marine casualty event from occurring and causing harm to the surrounding environment;
2. The technical and geographic design of marine control zones and how they are implemented and enforced;
3. The policy and legislative options and implications for TC and other federal, provincial, and municipal agencies for establishing marine control zones;
4. Potential policy gaps and implications; and
5. Special considerations for implementing marine control zones in Canadian waters.

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## 4.2 Tasks/Detailed Services

The project will be managed by the Transport Canada Departmental Representative/Project Authority represented by the Ocean Protection Plan Operations Directorate of the Transformation Branch.

The Contractor will undertake the following tasks/activities:

### a) Initial Meeting

Within one (1) week of the contract being awarded, the Departmental Representative will hold a meeting with the Contractor Representative/Project Manager to review and discuss the plan project requirements and expectations, refine timelines, confirm roles and responsibilities and to review the initial work plan submitted in the Contractor's proposal.

This meeting may take place in person in Ottawa or via conference call.

### b) Provide bi-weekly updates on work progress

The Contractor representative/Project Manager will schedule 30-minute bi-weekly teleconferences with the Departmental Representative/Project Authority to update on project progress, to identify issues or potential issues, and to seek further information or clarification as required.

### c) Provide a draft report for review

The draft report is expected to include an overview of the context and a recommendation on the policy, legislative and regulatory options available, and other supporting research. The report should include detailed information on the science supporting marine control zones, Canadian and International legislation relating to marine control zones, best practices found in selected jurisdictions, and a preliminary analysis of a "best fit" framework that could be established in Canada.

In drafting this report, the Contractor is expected to use qualitative and quantitative research methods, including a thorough literature review including government documents, news releases, and other publications. The Contractor may also conduct telephone interviews with personnel from identified jurisdictions in order to seek clarity as to the development and implementation of their marine control zones.

In preparing the draft report, the Contractor is expected to perform the following specific tasks:

1. Evaluate the importance of marine control zones through a technical literature review. This includes an evaluation of the SANDIA Laboratories 2004 report, the SIGTTO and classification society guidelines for control zones, and any other relevant scientific information relating to LNG spill hazards such as gas cloud modelling and location specific individual risk (LSIR). Transport Canada may also provide relevant information derived from ongoing research and consultation.
2. Conduct a review of existing Canadian laws and regulations relating to marine control zones such as the Canada Shipping Act 2001, the Canada Marine Act, the Marine Transportation Security Act, the Pilotage Act, the Navigation Protection Act (proposed new name – Canadian Navigable Waters Act); and the Arctic Waters Pollution Prevention Act. Through this review, the Contractor will assess various aspects of Canadian marine transportation legislation to ensure that a proposed marine control zone system does not impinge upon any existing legislation.
3. Identify, analyze and categorize best practices in place for marine control zones in leading international jurisdictions through an analysis of the following:
  - a) Why they are best practices and the process by which this was determined;
  - b) When these marine control zones were implemented;

- c) Who manages the zone and how is it governed and enforced;
  - d) Who pays to operate/maintain the zone;
  - e) What relevant policy work have other jurisdictions undertaken to enhance marine control zones?
4. Weigh the advantages and disadvantages, in the Canadian context, for use of marine control zone system best practices identified in Tasks 1, 2, and 3.

The Contractor will provide this draft report to the Departmental Representative/Project Authority for review as required in the timeline.

The Departmental Representative/Project Authority will provide feedback on the draft report and request adjustments as necessary within 2 days of receiving the final draft from the Contractor.

**d) Provide a final report**

The Contractor will make the required adjustments/additions to the draft report as requested by the Departmental Representative/Project Authority and will provide a revised final report for review as required in the timeline.

**e) Provide a PowerPoint presentation**

The Contractor Representative/Project Manager will prepare and deliver a PowerPoint presentation to the Departmental Representative/Project Authority for review and approval that will be used to brief TC senior management. This presentation shall include key findings and recommendations contained in the final report. This presentation will be provided within 1 week after Departmental Representative/Project Authority approval of the final report.

**4.3 Deliverables, timelines and acceptance criteria**

The Contractor must provide the deliverables to the Departmental Representative/Project Authority in English in Microsoft Word and PowerPoint-formatted documents.

**Timelines**

	<b>Deliverable/Milestone</b>	<b>Due Date</b>
A	Final Workplan & Final Methodology	Within 10 days after the initial meeting
B	Preliminary draft report	Within 60 days after initial meeting
C	Final written report	Within 30 days after draft report reviewed by TC
D	Presentation of work to TC	Within 30 days after final report

The Departmental Representative/Project Authority will review each deliverable and indicate via email both approval and acceptance of the deliverable or the need for Contractor revisions. Only once the Departmental Representative/Project Authority has provided written approval and acceptance can the Contractor proceed with subsequent work.

**4.4 Support provided by Transport Canada**

The Departmental Representative/Project Authority, will be available to respond to questions from the Contractor Representative/Project Manager for the duration of the contract as required.

Transport Canada will provide boardrooms for discussions, meetings if required.

**4.5 Work location**

Work will be conducted from the Contractor's place of business and by teleconference, as required.





#### **4.6 Travel**

There is no requirement for travel under this contract.

#### **4.7 Language requirements**

The Contractor Representative/Project Manager must be able to communicate with the Departmental Representative/Project Authority verbally and in writing in fluent English.

#### **4.8 Constraints**

The Contractor Representative/Project Manager is responsible for coordinating and supervising the contractor-assigned resources to complete the deliverables.

#### **4.9 Access to TC premises and Systems**

The contractor will not require unescorted access to Transport Canada facilities. There is no requirement for access to Transport Canada systems or networks.

#### **4.10 Confidentiality of Information**

Whereas the contractor will not require access to classified or protected information, the potentially sensitive nature of the discussions requires that the contractor not divulge any information or knowledge regarding the federal government's consideration or intentions with respect to the potential development or implementation of marine control zones without prior consent from Transport Canada.

**ANNEX B : BASIS OF PAYMENT**

**1. FIRM PRICE**

The Contractor will be paid in accordance with the Schedule of Milestones table below.

The price specified below, includes any travel expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.

<b>PRICING SCHEDULE</b>		
<b>Deliverable / Milestone</b>	<b>Firm Price</b>	
Deliverable 1 (20%): Final Workplan & Final Methodology	\$[Insert amount]	A
Deliverable 2 (30%): Preliminary draft reports	\$[Insert amount]	B
Deliverable 3 (35%): Final written report	\$[Insert amount]	C
Deliverable 4 (15%): Presentation of work to TC	\$[Insert amount]	D
<b>EVALUATED PRICE</b> (the sum of prices for deliverables 1 to 4, excluding taxes)	\$[Insert amount]	<b>E=A+B+C+D</b>
Taxes (insert tax amount, as applicable):	\$[Insert amount]	
<b>Total Cost:</b>	\$[Insert amount]	