

Title – Sujet Economic and social impacts measures protecting the North Atlantic Right Whale (NARW) and the Southern Resident Killer Whale (SRKW)	
Solicitation No. – N° de l'invitation T8080-190184	Date September 9,2019
Client Reference-1 No. – N° référence du client	
GETS Reference No. – N° de référence de SEAG -	
File No. – N° de dossier	CCC No. / N° CCC - FMS No. / N° VME

SOLICITATION CLOSES – L'INVITATION PREND FIN at – à 02:00 PM (14:00 hrs) on – October 21, 2019	Time Zone Fuseau horaire Eastern Standard Time (EST)
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RETURN BIDS TO:

**RETOURNER LES
SOUMISSIONS À:**

Transport Canada
MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

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

Proposition aux: 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)

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: natasha.blackstein@tc.gc.ca	Buyer Id – Id de l'acheteur
Telephone No. – N° de téléphone : (343) 550-2321	FAX No. – N° de FAX N/A
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Instructions : See Herein

Instructions: Voir aux présentes

Comments - Commentaires

Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution

Transport Canada
MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario
K1A 0N5

Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF WORK.....	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
1.0 PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	7
2.0 PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
3.0 PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	22
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	23
5.1 CERTIFICATIONS REQUIRED WITH THE BID	23
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	24
4.0 PART 6 - RESULTING CONTRACT CLAUSES	25
6.1 SECURITY REQUIREMENTS	25
6.2 STATEMENT OF WORK.....	25
6.3 STANDARD CLAUSES AND CONDITIONS.....	25
4.1 6.4 TERM OF CONTRACT.....	25
6.5 AUTHORITIES	26
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	27
6.7 PAYMENT	27
6.8 INVOICING INSTRUCTIONS	29
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	29
6.10 APPLICABLE LAWS.....	30
6.11 PRIORITY OF DOCUMENTS	30
ANNEX "A"	31
STATEMENT OF WORK	31
ANNEX "B"	41
BASIS OF PAYMENT (FINANCIAL PROPOSAL)	41
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	42
ELECTRONIC PAYMENT INSTRUMENTS.....	42
ANNEX "D" TO PART 5 OF THE BID SOLICITATION	43

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security for this requirement.

The Contractor must not remove any protected or classified information or assets from Transport Canada premises and the Contractor must ensure that its personnel are made aware of and comply with this restriction. Work on non-sensitive information may be accessed or processed at the Contractor's site.

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, by telephone or in person.

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).

1.0 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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

2.2 Submission of Bids

Bids must be submitted only to Transport Canada Receiving Unit by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant

to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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: 2012-2](#) 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.

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.

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.

2.0 PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

- Section I: Technical Bid (4 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (2 hard copies)

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) 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.

Section II: Financial Bid

Bidders must submit their financial bid in Canadian funds in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

3.0 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

For any project summaries provided in demonstration of mandatory or rated experience requirements, the resource must provide:

1. A description of the project, and the scope of services rendered and deliverables
2. The value of the project
3. If applicable: A solicitation reference number or award notice, with link to government tender site
4. The scale of the project (number of end users, if applicable).
5. The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work).
6. A brief description of the proposed resource(s) role in the project.
7. The name of the client organization (to whom the proposed resource services were provided), and contact person for verification.

If the services rendered and deliverables met client expectations for time, budget, and quality of work.

Mandatory Technical Criteria	Met	Not Met	SUBSTANTIATING DETAIL (Cross reference page number to proposal)
<p>M.1. Work Plan: The Bidder must provide a Work Plan, and Approach and Methodology describing how it will meet the requirements of the Statement of Work (SOW), Annex A.</p> <p>The Approach and Methodology must include the major activities of each proposed resource assigned to each task and the proposed schedule for completion or delivery in relation to the requirements of the SOW.</p>			
<p>M.2. Corporate Experience:</p> <p>The Proposal must demonstrate that within the past six (6) years (as of closing date of RFP), the Bidder has completed at least one project demonstrating it has experience doing project(s) of a scope similar to (or more complex than) that required under this RFP, and has experience providing recommendations based on that work.</p>			
<p>M.3. Resource Resumes:</p> <p>The Bidder must provide:</p> <ul style="list-style-type: none"> i. Senior Consultant name and resume. The Senior Consultant will be the point of contact for TC, responsible for managing and delivering the work; ii. Names and resumes of the following team members (other than the team leader): <ul style="list-style-type: none"> a. Economic Impact Analysis Specialist; b. Evaluation of Marine Life Specialist; c. Engagement with West Coast First Nations Specialist; and d. Any other specialists that 			

<p>you rely on to meet the technical evaluation criteria.</p> <p>At a minimum, the Bidder must provide the following information on the résumé:</p> <ul style="list-style-type: none"> i. Full name of the individual proposed; ii. Education/Academic qualification; iii. Relevant work experience; and iv. The duration of each engagement. 			
<p>M.4. Resources Experience:</p> <p>The Proposal must demonstrate that within the past four (4) years (as of closing date of RFP), at least one of the proposed resources has completed at least one project demonstrating the person has experience in delivering the following:</p> <ul style="list-style-type: none"> i. Analysis of supply chain in the marine industry ii. Analysis of the fishing industry iii. Analysis of cruise industry iv. Engagement with local communities v. Engagement with First Nations on the West Coast vi. Cost-benefit analysis vii. Economic impact analysis viii. Stated preference evaluation related to marine life <p>More than one project can be used to meet this requirement.</p>			
<p>M.5. Language:</p> <p>The Proposal must demonstrate that at least one member of the proposed team is fluently bilingual in both English and French (both written and spoken). *Resource must be fluent in both official languages of Canada (French and English). The individual(s) proposed must be able to communicate orally and in writing in French and English without any assistance and with minimal errors.</p>			

4.1.1.2 Point Rated Technical Criteria

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point- Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids **MUST** achieve an overall minimum score of 116 out of 166 possible points of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 116 total points of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

R1: SENIOR CONSULTANT

Point rated evaluation criteria – Manager	Scoring Method	Maximum points	Number of points	SUBSTANTIATING DETAIL (Cross reference page number to proposal)
R.1.1 The Bidder should demonstrate that the proposed Senior consultant has experience managing similar projects.	Rating scale: Each year of experience: 1 pt Maximum = 10 pts	10 points		
R.1.22 The Bidder should demonstrate that the proposed Senior consultant has experience on marine industry projects	Rating scale Each year of experience = 1 pt Maximum: 6 pts	6 Points		
R.1.2 The Bidder should demonstrate that the proposed Senior consultant has experience preparing summary reports or associated information products (e.g. briefing notes, slide decks, technical reports) containing findings.	Rating scale Each year of experience = 1 pt Maximum: 4 pts	4 Points		

Maximum Possible Score Resource #1 : 20 Points Minimum Pass Mark = 14/20		
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R2: ECONOMIC IMPACT ANALYSIS

Point rated evaluation criteria – Specialist: Economic Impact Analysis	Scoring Method	Maximum points	Number of points	Clearly demonstrate why bidder failed. Provide concrete information.
R.2.1 The Bidder should demonstrate that the proposed Specialist: Economic Impact Analysis has experience in conducting cost-benefit analysis or economic impact analysis.	Rating scale Each year of experience= 1 pt Maximum: 10 pts	10 Points		
R.2.2 The Bidder should demonstrate that the proposed Specialist: Economic Impact Analysis has experience in the marine industry.	Rating scale: Each year of experience= 1 pt Maximum: 6 pts	6 Points		
R.2.3 The Bidder should demonstrate that the proposed Specialist: Economic Impact Analysis has experience preparing summary reports or associated information products (e.g. briefing notes, slide decks, technical reports) containing findings related to cost-benefit and economic impact analysis.	Rating scale: Each year of experience= 1 pt Maximum: 4 pts	4 Points		
Maximum Possible Score Resource #2 : 20 Points Minimum Pass Mark = 14/20				

R3: EVALUATION OF BENEFITS OF MARINE LIFE

Point rated evaluation criteria – Specialist: Evaluation of benefits of Marine Life	Scoring Method	Maximum points	Number of points	Clearly demonstrate why bidder failed. Provide concrete information.
R.3.1 The Bidder should demonstrate that the	Rating scale: Each year of	10 Points		

<p>proposed Specialist: Evaluation of benefits of marine life has experience in conducting studies on marine life.</p>	<p>experience = 1 pt Maximum: 10 pts</p>			
<p>R.3.2 The Bidder should demonstrate that the proposed Specialist: Evaluation of benefits of marine life has experience doing stated preference evaluation.</p>	<p>Rating scale: Each year of experience = 1 pt Maximum: 6 pts</p>	6 Points		
<p>R.3.3 The Bidder should demonstrate the proposed Specialist: Evaluation of benefits of marine life has experience preparing summary reports or associated information products (e.g. briefing notes, slide decks, technical reports) containing findings related to the evaluation of benefits of marine life..</p>	<p>Rating scale: Each year of experience = 1 pt Maximum: 4 pts</p>	4 Points		
<p>Maximum Possible Score Resource #3 : 20 Points Minimum Pass Mark = 14/20</p>				

R4: ENGAGEMENT WITH WEST COAST FIRST NATIONS

Point rated evaluation criteria – Specialist: Engagement with west coast First Nations	Scoring Method	Maximum points	Number of points	Clearly demonstrate why bidder failed. Provide concrete information.
R.4.1 The Bidder should demonstrate that the proposed Specialist: Engagement with west coast First Nations has experience both in engaging west coast First Nations.	Rating scale: Each year of experience= 2 pts Maximum : 16 pts	16 Points		
R.4.2 The Bidder should demonstrate that the proposed Specialist: Engagement with west coast First Nations has experience preparing summary reports or associated information products (e.g. briefing notes, slide decks, technical reports) containing findings related to engagement with First Nations.	Rating scale: Each year of experience= 1 pt Maximum: 4 pts	4 Points		
Maximum Possible Score Resource #4 : 20 Points Minimum Pass Mark = 14/20				

R5 UNDERSTANDING OF THE REQUIREMENT

Proposal details	Rated	Maximum Points	Number of points	Clearly demonstrate why bidder failed. Provide concrete information.
R5.1 The Bidder's proposal should demonstrate an understanding of the requirements of the Statement of Work. Sufficient detail should be provided to allow a complete demonstration of the Bidder's understanding of the project requirements and proposed approach, which				

should include the following:				
<p>A) Articulate an appropriate methodology that the Bidder proposes to use to validate the results of the previous studies on the impact of the protection measures of NARW and SRKW local communities for 2017 and 2018 and to evaluate those impacts for 2019.</p>	<p><u>Validation component:</u></p> <p>Proposal does not explicitly propose an appropriate validation methodology: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to validate previous studies: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on how the results of the previous studies will be validated: 4 pts</p> <p>Proposal includes a complete description of the appropriate methodology on how the results of the previous studies will be validated: 6 pts</p> <p><u>Impacts in 2019</u></p> <p>Proposal does not explicitly propose an appropriate methodology to evaluate the impact for 2019: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to evaluate the impact for 2019: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on how to evaluate the impacts for 2019: 4 pts</p>	<p>12 points</p>		

	<p>Proposal includes a complete description of the appropriate methodology on how to evaluate the impacts for 2019: 6 pts</p>			
<p>B) Articulate an appropriate methodology that the Bidder proposes to use to validate the costs and the economic impact evaluated in the previous studies of the protection measures of NARW and SRKW for 2017 and 2018 and to evaluate those costs and economic impacts for 2019.</p>	<p><u>Validation component - costs:</u></p> <p>Proposal does not explicitly propose an appropriate validation methodology for the costs of the protection measures: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to validate the costs of the protection measures from the previous studies: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on how the costs of the protection measures from the previous studies will be validated: 4 pts</p> <p>Proposal includes a complete description of the appropriate methodology on how the costs of the protection measures from the previous studies will be validated: 6 pts</p> <p><u>Validation component – economic impact:</u></p> <p>Proposal does not explicitly propose an appropriate validation methodology for the evaluation of the economic impact of the protection measures from the previous studies:</p>	<p>24 points</p>		

	<p>0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to validate the economic impact of the protection measures from the previous studies: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on how the economic impact of the protection measures from the previous studies will be validated: 4 pts</p> <p>Proposal includes a complete description of appropriate the methodology on how the economic impact of the protection measures from the previous studies will be validated: 6 pts</p> <p><u>Impacts in 2019 - costs</u></p> <p>Proposal does not explicitly propose an appropriate methodology to evaluate the cost of the protection measures for 2019 : 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to evaluate the costs of the protection measures for 2019: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on how the costs of the protection measures will be evaluated for 2019: 4 pts</p>			
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	<p>Proposal includes a complete description of the appropriate methodology on how the costs of the protection measures will be evaluated for 2019: 6 pts</p> <p><u>Impacts in 2019 – economic impact</u></p> <p>Proposal does not explicitly propose an appropriate methodology to evaluate the economic impact of the protection measures for 2019 : 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to evaluate the economic impact of the protection measures for 2019: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on how the economic impact of the protection measures will be evaluated for 2019: 4 pts</p> <p>Proposal includes a complete description of the appropriate methodology on how the economic impact of the protection measures will be evaluated for 2019: 6 pts</p>			
<p>C) Propose an appropriate methodology to validate the evaluation of benefits in the previous studies on the costs and benefits of</p>	<p><u>Benefits in the previous studies</u></p> <p>Proposal does not explicitly propose an appropriate validation methodology for the evaluation of benefits associated with the</p>	<p>32 points</p>		

<p>protecting the NARW and the SRKW for 2017 and 2018 and to evaluate those benefits for 2019.</p>	<p>protection measures in the previous studies: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to validate the evaluation of benefits associated with the protection measures: from the previous studies: 4 pts</p> <p>Proposal includes a good description of the appropriate methodology on how the evaluation of benefits associated with the protection measures: from the previous studies will be validated: 8 pts</p> <p>Proposal includes a complete description of the appropriate methodology on how the evaluation of benefits associated with the protection measures: from the previous studies will be validated: 16 pts</p> <p><u>Benefits in 2019</u> Proposal does not explicitly propose an appropriate validation methodology for the evaluation of benefits associated with the protection measures in 2019: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology on how to validate the evaluation of benefits associated with the protection measures in 2019 : 4 pts</p>			
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	<p>Proposal includes a good description of the appropriate methodology on how the evaluation of benefits associated with the protection measures: from the previous studies will be evaluated in 2019: 8 pts</p> <p>Proposal includes a complete description of the appropriate methodology on how the evaluation of benefits associated with the protection measures: from the previous studies will be evaluated in 2019: 16 pts</p>			
<p>D) Articulate an appropriate methodology that the Bidder proposes to use to evaluate the costs and economic impact on fishing industry for measures applied in 2019.</p>	<p>Proposal does not explicitly propose an appropriate methodology to evaluate the impacts on the fishing industry: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology to evaluate the impacts on the fishing industry: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology to evaluate the impacts on the fishing industry: 4 pts</p> <p>Proposal includes a complete description of the appropriate methodology to evaluate the impacts on the fishing industry 6 pts</p>	6 points		
<p>E) Articulate an appropriate methodology that the Bidder proposes to</p>	<p>Proposal does not explicitly propose an appropriate methodology to evaluate the impacts on</p>	6 points		

<p>use to evaluate the costs and economic impacts on small boats activity on the West Coast for measures applied in 2019.</p>	<p>small boats: 0 pts</p> <p>Proposal offer only a partial description of the appropriate methodology to evaluate the impacts on small boats: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology to evaluate the impacts on small boats: 4 pts</p> <p>Proposal includes a complete description of the appropriate methodology to evaluate the impacts on small boats. 6 pts</p>			
<p>F) Articulate an appropriate methodology that the Bidder proposes to use to assess the long term impacts of the measures protecting the NARW and the SRKW on supply chain and local communities.</p>	<p>Proposal does not explicitly propose an appropriate methodology to evaluate the long term impacts on supply chain and local communities of measures protection the NARW and the SRKW: 0 pts</p> <p>Proposal only offer a partial description of the appropriate methodology to evaluate the long term impacts on supply chain and local communities of measures protection the NARW and the SRKW: 2 pts</p> <p>Proposal includes a good description of the appropriate methodology on the long term impacts on supply chain and local communities of measures protection the NARW and the SRKW will be evaluated: 4 pts</p>	<p>6 points</p>		

	<p>Proposal includes a complete description of the appropriate methodology on the long term impacts on supply chain and local communities of measures protection the NARW and the SRKW will be evaluated: 6 pts</p>			
<p>Maximum Score for Requirement 5 Minimum Pass Mark = 60/86</p>				

Total Technical Points:

Rated Criteria	Maximum Points	Minimum Score (70%)	Bid Score
R1 Senior Consultant	20	14	
R2 Economic Impact	20	14	
R3 Evaluation of Marine Life	20	14	
R4 Engagement First Nations	20	14	
R5 Understanding the Requirement	86	60	
Total Technical Point Score	166	116	

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit [70%] and Price [30%]

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum number of points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 166 points.
2. Bids not meeting (choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") 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 70 % for the technical merit and 30 % 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 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %
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	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40$
Combined Rating	83.84	75.56	74.52	
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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Certification of Language

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

5.2.3.1.1 SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2013-11-06) Education and Experience

4.0 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 There is no security requirement applicable to the Contract.

The Contractor must not remove any protected or classified information or assets from Transport Canada premises, and the contractor must ensure that its personnel are made aware of and comply with this restriction. Work on non-sensitive information may be accessed or processed at the Contractor's site.

6.2 Statement of Work

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the contract is from date of award to July 15, 2020 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional one (1) year period(s) 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 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Contracting Specialist
Transport Canada
Address: 275 Sparks Street
Ottawa, Ontario
K1A 0N5
Telephone: 343-550-2321
E-mail address: natasha.blackstein@tc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: [to be provided upon contract award]

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: [to be identified upon contract award]

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ___ - ___ - _____
E-mail address: _____

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

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment (Milestone Payments)

For the Work described in the Statement of Work in Annex A

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract upon the following deliverables.

Milestone No.	Description or "Deliverable"	Firm Amount	Delivery Date
1	Acceptance of the scheduled work plan	\$ _____ (10% of fixed price)	2 weeks after Contract Award
2	Presentation of the Interim Report A on supply chain, fishing industry and local communities (excluding on the West Coast First Nations).	\$ _____ (20% of fixed price)	December 13, 2019
3	Presentation of the interim report B and on the measures of benefits.	\$ _____ (20% of fixed price)	February 7, 2020
4	Presentation of the interim report C on the economic impact	\$ _____ (20% of fixed price)	February 28, 2020
5	Presentation of the draft final report.	\$ _____ (10% of fixed price)	March 20, 2020
6	Presentation of the final report, the production of a dataset related to Report and in person presentation summarizing the major findings of the report	\$ _____ (20% of fixed price)	July 15, 2020
Total Cost for Evaluation Purposes (Sum of : Milestone 1 to Milestone 5 (with no Taxes)		\$ _____	
Applicable Taxes (insert the amount ,as applicable)		\$ _____	
Total Cost (taxes included)		\$ _____	

6.7.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes –Foreign based Contractor

6.7.5 Electronic Payment of Invoices – Contract

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

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

6.7.6 Discretionary Audit

C0705C (2010-01-11) Discretionary Audit

6.8 Invoicing Instructions

1. 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 time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:

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 Ontario.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16) Contractor to own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) 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)*)

ANNEX "A"

STATEMENT OF WORK

1.0 Project Title

Economic and social impacts of measures protecting the North Atlantic Right Whale (NARW) and the Southern Resident Killer Whale (SRKW).

2.0 Project Objectives

2.1 Early in 2019 Transport Canada (TC) commissioned four studies in relation to measures put in place for the protection of NARW and SRKW in 2017 and 2018. Those studies looked at the impacts of the measures, implemented in 2017 and 2018, on supply chain, fishing industry and local communities; the economy; and the costs and benefits of the measures.

2.2 A separate study looked at the cruise industry in the Gulf of St Lawrence because preliminary evidence from other studies showed that small communities that depend heavily on cruise ship activities are the most impacted by the measures put in place to protect the NARW.

2.3 Transport Canada (TC) is seeking to obtain the services of a Contractor to:

- Validate the results of the following studies using updated methodology and information where appropriate:
 - a) Local Community and Supply Chain Participant Perspectives on Mitigation Measures for the Protection of the Southern Resident Killer Whale
 - b) Community and supply chains assessment of ship speed reductions for the protection of North Atlantic Right Whales
 - c) Economic Impact of Measures Protecting the North Atlantic Right Whale and the Southern Resident Killer Whale
 - d) Cost-Benefit Evaluation of Measures Protecting the Southern Resident Killer Whale and the North Atlantic Right Whale
 - Based on the results of the validation, produce revised quantitative and qualitative analysis of the measures implemented in 2017 and 2018,
 - Produce a methodology and assess the quantitative/ qualitative impacts of both the updated measures as well as new measures as put in place for the 2019 season, and changes to the measures within the season on:
 - a) The supply chain;
 - b) Industry (i.e. fishing, cruise, cargo);
 - c) Local communities
 - East Coast includes but is not limited to Saint-John (NB), Gaspé, Sept-Îles, Havre St-Pierre and Charlottetown
 - West Coast includes First Nations communities
 - d) The economy
- and
- forecast the long-term economic impacts of the measures to be identified by TC on the above-noted quantitative and qualitative areas of focus.

3.0 Background

Transport Canada, Transportation and Economic Analysis is responsible for conducting research and data analysis in support of strategic policy decisions regarding Canada's transportation system.

3.1 North Atlantic Right Whale

The North Atlantic Right Whale (NARW) is an endangered whale population in both the US and Canada. Their population was estimated to be approximately 450 individuals in 2016. In 2017 there were 12 confirmed deaths in Canadian waters, 7 confirmed deaths from direct human activity, 4 of which died from blunt force trauma consistent with vessel strike. There were no known NARW deaths in 2018. However, as of July 30th, 2019 there have been eight NARW deaths in Canadian waters during the 2019 season, with evidence that at least three were likely as a result of vessel strikes. High mortality owing to human action, combined with the whales' low birth rate, has led Transport Canada and Fisheries and Oceans Canada to implement a set of measures to protect and aid in the recovery of this species, including measures to reduce threats of vessel collisions.

2017 Measures

From August 11, 2017 to January 11, 2018, TC implemented a static speed restriction for vessels 20 metres or longer to a maximum of 10 knots when travelling in the western Gulf of St. Lawrence. The speed restriction was lifted on January 11, 2018. [Figure 1]

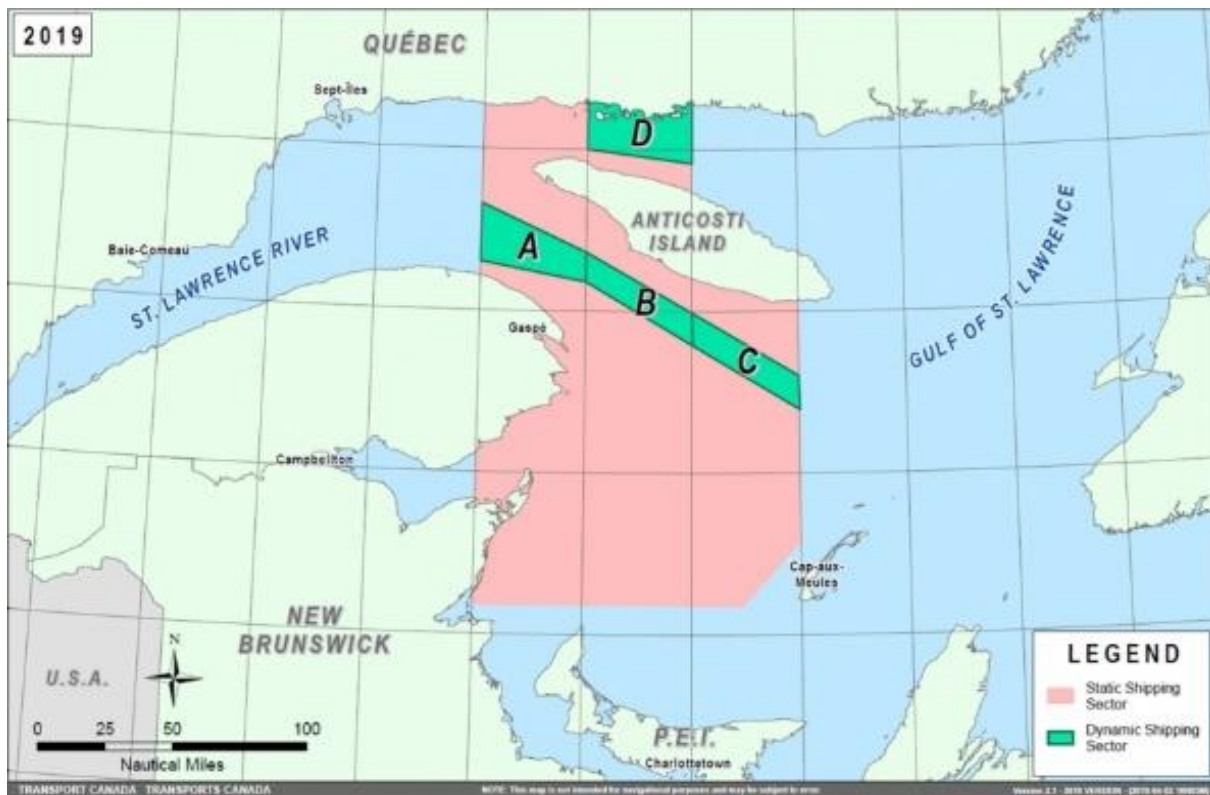
2018 Measures

The static speed restriction of 10 knots for vessels 20 metres or longer was in place from April 28 to November 9. A dynamic shipping zone was introduced (A to C), which includes two shipping lanes where the restrictions would only be in effect if whales were actually spotted in the area. Vessel operators were asked to voluntarily respect to 10 knot limit until December 31. [Figure 2]

2019 Measures

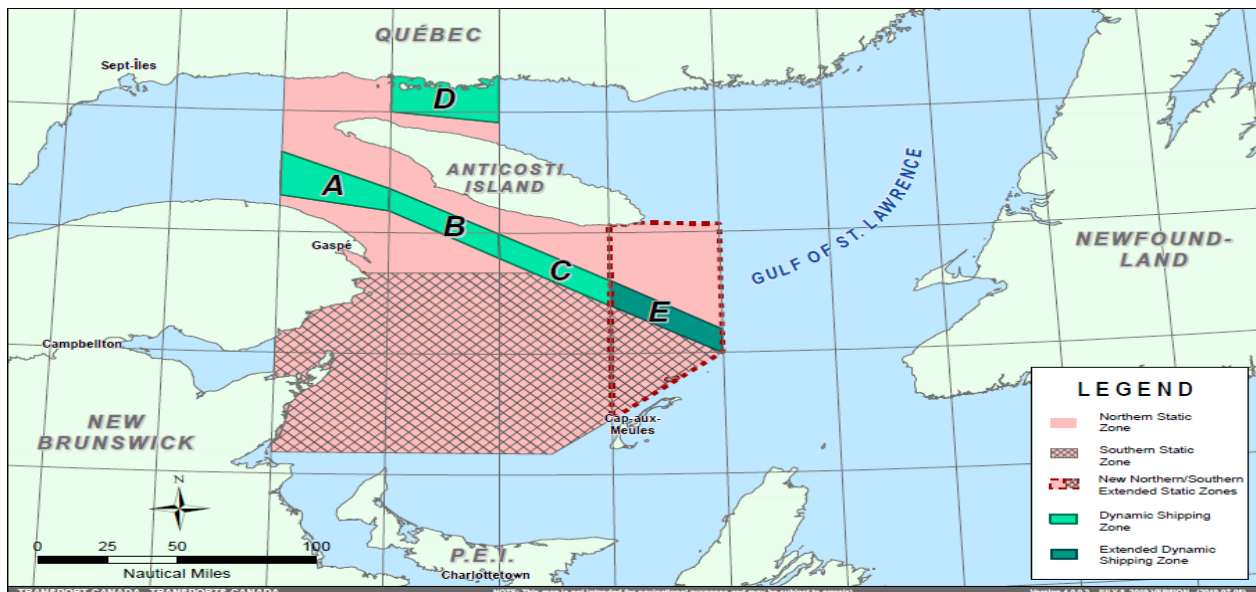
The measures were reintroduced for 2019 and came into effect on April 28, and will remain in effect until November 15, or later if whales are still present. The static and dynamic zones are similar in shape and size to 2018, with two modifications: the removing of southeast corner of static zone near Magdalen Island and change in static zone north of Anticosti Island by including it in dynamic zone D (See Figure 1 below).

Figure 1



On June 26th, 2019, TC triggered the slowdown in the dynamic zones in response to the recent deaths of NARWs. The slowdown was triggered, despite no whales being sighted in this area, on a precautionary basis as further options for action were assessed. On July 8th, TC announced the expansion of the current speed management zones further east. This includes an expansion of the current static slowdown zone where vessels are required to travel at no more than 10 knots at all times, and the addition of a new dynamic shipping zone (E) where vessels will be required to travel at a maximum of 10 knot when a NARW is spotted in the area (see Figure 2 below). TC also expanded the application of the mandatory speed restriction to any vessel over 13 metres long.

Figure 2



Previous studies commissioned show that small communities that depend heavily on cruise ship activities are the most economically impacted by the measures. In supply chains, ship services to local communities are impacted because they are not able to make up for the time lost in the restricted speed zone. The total cost for all the economic agents represent less than 2% of the value associated with the NARW. The fishing industry was not covered by the measures in 2017 and 2018.

3.2 Southern Resident Killer Whale

The Southern Resident killer whale (SRKW) is an iconic Canadian species and holds special significance for many coastal communities and First Nations. It is listed as being endangered in both Canada and the United States. Their population is estimated to be from 74-76 individuals and is gradually declining with no calves having survived beyond their first year since 2016. The three key threats to the SRKW are: acoustic and physical disturbance, quality and availability of prey, and persistent contaminants. Transport Canada (TC) is responsible for addressing physical and acoustic disturbance as a result of underwater noise from vessels, and in so doing works closely with other federal departments such as Fisheries and Oceans Canada (DFO), and with stakeholders through such initiatives as the Vancouver Fraser Port Authority (VFPA) Enhancing Cetacean Habitat and Observation (ECHO) Program. It is important to note that the ECHO Program has been active in the protection of recovery of the SRKW and addressing underwater vessel noise for the past several years, and TC is an active participant in this program.

3.2.1 Underwater Vessel Noise Mitigation Measures

Since 2017, the ECHO Program (in partnership with the Government of Canada (TC and DFO), U.S. Coast Guard, Canadian and U.S. marine transportation industry associations, and other interested partners), has put in place two voluntary measures:

a) VESSEL SLOWDOWN IN HARO STRAIT

An initial voluntary vessel slowdown trial took place in 2017 in Haro Strait, with all large commercial vessels being asked to slow down to 11 knots. Results indicated significant noise reductions in both broadband noise and SRKW-audiogram weighted noise frequencies. The following year the voluntary vessel slowdown in Haro Strait was again in place, between July 1 and October 31, 2018. The slowdown

began once SRKW were confirmed as present within Haro Strait by hydrophone data and trusted observers. Based on analysis of the 2017 vessel slowdown trial, the ECHO Program identified optimum speeds for different vessel types that would both increase vessel participation and increase reductions in underwater noise. Target speeds were:

- 15 kn or less for car carriers, cruise ships, and container vessels;
- 12.5 kn or less for bulkers, tankers, Washington State Ferries and government vessels.

Based on the 2018 results, the revised parameters for the 2019 slowdown are:

- The slowdown has been extended to include Boundary Pass
- Target speeds are reduced to:
 - o 14.5 kn or less for vehicle carriers, cruise and container vessels;
 - o 11.5 kn or less for bulkers, tankers, ferries, and government vessels.
- The slowdown was scheduled to take place from June 1 – October 31, 2019.
 - o SRKW were confirmed present within Haro Strait on July 5, 2019 which signaled the start of the slowdown
 - o The slowdown trial will continue to September 30, 2019 with two-week extensions to no later than October 31 if the whales are still confirmed present in the area.

b) LATERAL DISPLACEMENT TRIAL

In 2018, a lateral displacement was trialed in the Strait of Juan de Fuca from July 12 to October 31, 2018. This voluntary measure asked outbound deep sea vessels to sail closer to the southern edge of the shipping lane without entering the separation zone, moving them farther away from key foraging areas for SRKW on the south shore of Vancouver Island. At the same time, all vessels transiting the inshore zone were requested to navigate as far south as possible without impeding outbound shipping traffic. While analysis is still ongoing, preliminary results show a significant reduction in underwater noise in the waters adjacent to the southern edge of Vancouver Island.

Starting June 1, 2019, inshore traffic will be asked to once again undertake the lateral displacement. Due to safety concerns and limited benefit, deep sea vessels will not be undertaking the lateral displacement for the 2019 season.

3.2.2 Other Measures

Recognizing the important role that smaller vessels play, including recreational boats and whale watching vessels, the Government of Canada introduced a suite of voluntary and mandatory measures starting June 1, 2019:

Mandatory measures

- Three Interim Sanctuary Zones (ISZ) have been introduced within SRKW critical habitat:
 - o Off the South-west coast of North Pender Island;
 - o Off the eastern tip of Saturna Island; and,
 - o Near the mouth of the Strait of Juan de Fuca at Swiftsure Bank.
- These ISZ will limit fishing activity and vessel traffic from June 1 until October 31, subject to specific exemptions for safety, indigenous use, and local traffic. These areas are important areas for SRKW and are intended to create spaces of refuge for the whales on an interim basis pending further feasibility assessment work on a longer term sanctuary approach. The ISZ at Swiftsure expands the scope of an existing and longstanding fishery closure to apply to all commercial and recreational fisheries.
- In addition to ISZs, a new mandatory 400-metre approach distance to all killer whales in the SRKW critical habitat is in effect. Exceptions for commercial whale watching companies to allow

viewing of transient or Biggs killer whales at the existing 200-metre approach distance may be authorized if operators enter an agreement with the Minister of Transport.

- Members of the Pacific Whale Watch Association as well as other eco-tourism operators have entered into such agreements, whereby they agree to refrain from offering tours on SRKW, in addition to taking other stewardship actions.

Voluntary measures

- When safe to do so, vessel operators are asked to turn off their echo sounders and turn engines to neutral idle if a whale is within 400 metres.
- In the three “Enhanced Management Areas” all vessels are asked to reduce their speed to less than 7 knots if they are within 1 km of killer whales.

3.2.3 Previous Results

The studies showed that the economic impact of 2017-18 SRKW measures (i.e., vessel slowdown, lateral displacement) on the supply chain is very limited. When the cost (e.g., pilotage overage, increased fuel consumption) of slowing down to accommodate the voluntary measure is too high vessels will opt-out. The evaluation shows that the costs represent only 0.15% of the value of the SRKW. This does not take into account the costs and benefits for First Nations.

4.0 Scope of Work

The Contractor must:

- 1) Validate and update the results of previous studies (identified in Article 2 paragraph 4), including the impacts of vessel management measures implemented in 2017 and 2018 on supply chain, industry, local communities, the cost and benefits of those measures and the economic impact of the measures.
- 2) Assess the quantitative/ qualitative impacts of the revised and new 2019 measures on the supply chain; Industry (i.e. fishing, cruise, cargo); local communities and the economy; and
- 3) Forecast the long term economic impact of the measures.

4.1 Task 1. Review and Update of the detailed Work Plan and Methodology

The Contractor must host a kick-off meeting to review the scope of the project, the Work Plan and methodology and update it as necessary based on the version proposed in the bid. This meeting will be held either in the Project Authority's office or by conference call at the request of the Contractor.

4.2 Task 2. Biweekly update

4.2.1 Starting with the approval of the updated work plan and methodology, the Contractor must submit a report every two weeks summarizing the work done and work to be done in the next two weeks.

4.2.2 **On request by the Contractor or by Transport Canada, a conference call might be required to clarify issues.**

4.3 Task 3. Interim Report on supply chain and local communities

4.3.1 The Contractor must review the assumptions found in the following three following studies:

- a) *Community and supply chains assessment of ship speed reductions for the protection of North Atlantic Right Whales*
- b) *Local community and supply chains participant perspectives on mitigation measures for the protection of the Southern Resident Killer Whale*

- c) *Étude sommaire de l'industrie des croisières au Québec et analyse des impacts des mesures de protection des mammifères marins dans le golfe du Saint-Laurent*

and use appropriate methods to update the results for 2017 and 2018, and provide an evaluation for 2019, that includes an evaluation of new measures for the 2019 season including the impact of the measures on the fishing industry.

4.3.2 The Contractor must provide an evaluation and forecast of the long term economic impact of the measures.

4.3.3 The report must produce a specific analysis for the local communities of Saint-John (NB), Gaspé, Sept-Iles, Havre St-Pierre and Charlottetown but should not be limited to those communities. Impacts on First Nations need not be included as they are covered under Task 5.

4.4 **Task 4. Interim Report on the measure of benefits**

The measure of benefits in the study Cost-Benefit Evaluation of Measures Protecting the Southern Resident Killer Whale and the North Atlantic Right Whale is based on Willingness to Pay (WTP). The Contractor must use the Stated Preference Evaluation approach to review the results for 2017 and 2018 and to evaluate the benefits for 2019.

4.5 **Task 5. Engage Indigenous Communities on the west coast on the evaluation process**

The Contractor, in cooperation with Transport Canada representatives designated by the Project Authority, must engage Indigenous communities in the evaluation of the costs and benefits of the protection measures for the First Nations, and how the local community is impacted. The Project Authority will be responsible for initiating contact with the First Nations in cooperation with the Contractor.

4.6 **Task 6. Interim Report on economic impact**

4.6.1 The Contractor must review the assumptions made in the study *Economic Impact of Measures Protecting the North Atlantic Right Whale and the Southern Resident Killer Whale*; and use appropriate methods to update the results for 2017 and 2018 and provide an evaluation for 2019, including an evaluation of new measures implemented for the 2019 season.

4.6.2 The Contractor must distribute the impacts between provinces, local communities, stakeholders and fishing industry.

4.7 **Task 7. Draft Final Report**

The draft Final Report must describe for years 2017 to 2019:

- a) The context of the study for the East Coast and the West Coast.
- b) The impacts of the measures on supply chain, local communities, fishing industry and First Nations including a discussion of the long term economic impact of the measures.
- c) The costs and benefits of the measures with a distribution by province, local communities, stakeholders and fishing industry.
- d) The economic impact of the measures with a distribution by province, local communities, stakeholders and fishing industry.
- e) A summary of the major findings.

4.8 **Task 8. Final Report**

The Contractor must provide the final version of the report and make a presentation in person to Transport Canada representatives in Ottawa. The Final Report must include a separate electronic file that contains all the names of the contacts, their contact information and when they were contacted, along with methodology notes on data collection and data quality assessment.

5.0 Deliverables / Timelines:

5.1 The Contract must be completed by July 15, 2020.

5.2 **Final Report:** The final deliverable of this project will consist of three elements:

- a) A written report on the Economic and Impact Analysis of measures protecting the North Atlantic Right Whale (NARW) and the Southern Region Killer Whale, and the distribution of these impacts by industry, stakeholders, local communities and by province for the year 2017, 2018 and 2019.
- b) An in person presentation to the Project Authority in Ottawa summarizing the major findings.
- c) A dataset in a format negotiable with the Project Authority (excel, SAS, SQL, etc.), with methodology notes on data collection and data quality assessment including name of contacted persons, contact information and date of contact.

5.3 All written deliverables must be submitted to the Project Authority in printable format agreed with the Project Authority. Documents submitted in hard copy must be accompanied by the corresponding electronic files prepared using Transport Canada compatible software. All associated tools and the full listing of reference materials/bibliographies and data sources are to be provided by the Contractor.

5.4 **Kick-off Meeting:** The Contractor must host a Kick-off meeting within 5 days of Contract award in accordance with Task 1 of Article 4. No later than 2 weeks after the Contract is awarded, the Contractor will forward for review to the Project Authority a revised Work Plan for review and comments by the Project Authority.

5.5 **Progress Reports:** A biweekly written report of progress, findings to date, and remaining intended work on Report will be submitted electronically to the Project Authority until the submission of the Draft Final Report.

5.6 **Interim Report A:** An Interim Report on supply chain, fishing industry and local communities (excluding the First Nations on the West Coast) must be submitted to the Project Authority no later than December 13, 2019.

5.7 **Interim Report B:** An Interim Report on the measure of benefits will be submitted to the Project Authority no later than February 7, 2020.

5.8 **Interim Report C:** An Interim Report on the economic impacts will be submitted to the Project Authority no later than February 28, 2020.

5.9 **Draft Final Report:** A draft Final Report must be submitted to the Project Authority no later than March 20, 2020. Within 10 working days from receipt, the Project Authority will provide comments on the Draft Final Report.

5.10 The **Final Report** must be submitted to the Project Authority no later than June 20, 2020. The Project Authority will respond on the acceptability of the Final Report within 14 calendar days from receipt. Once the Final Report has been accepted by the Project Authority, the Contractor must make the final presentation to the Project Authority summarizing the findings before July 15, 2020.

6.0 Client Support: (if applicable)

TC agrees to share all available studies and non-confidential navigation information involving vessels in the specified areas on the East and West Coast (ship id, flag, vessel type, port of origin, port of destination, all positions within the trip including derived information like speed, time between observations, total distance and total time for the trip).

7.0 Work Location:

The Contractor must conduct the work at its place of business.

8.0 Official Languages:

All reports as well as interim progress reports shall be submitted in English. The Contractor must engage with stakeholders in either official language at the stakeholder's request.

9.0 Travel:

Travel expenses will not be separately reimbursed under this Contract. Any travel expenses must be included in the firm price.

10.0 Expected start and completion dates

The services of the Contractor will be required from date of contract award and is expected to be completed July 15, 2020.

Option to extend:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period under the same conditions. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

11.0 Acceptance of Deliverables

All deliverables rendered under any Contract are subject to inspection by the Departmental Representative. Should any deliverables not be to the satisfaction of the Departmental Representative, the Departmental Representative shall have the right to reject it or require correction before the last payment is authorized.

12.0 Security Requirements

The Contractor MUST NOT remove any PROTECTED or Classified information or assets from Transport Canada premises, and the contractor must ensure that its personnel are made aware of and comply with this restriction. Work on non-sensitive information may be accessed or processed at the Contractor's site.

13.0 Non-Disclosure

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D to this SOW, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work. The Contractor must not make public any of the reports associated with this Contract without the prior written consent of the Project Authority.

ANNEX "B"

BASIS OF PAYMENT (FINANCIAL PROPOSAL)

In consideration of the contractor meeting all obligations under the terms and conditions of this contract, the Contractor shall receive payment in accordance with the Basis of Payment detailed in Appendix A, Statement of Work, objectives to be performed pursuant associated with the work plan of the Contract.

Total all inclusive cost for the provision of all professional services, including all associated costs to carry out the required work:

Initial contract period: From contract award to July 15, 2020

Total Cost \$ _____ in Canadian dollars (exclude HST/GST if applicable)

Option period 1: July 16, 2020-July 15, 2021

Total Cost \$ _____ in Canadian dollars (exclude HST/GST if applicable)

Option period 2: July 16 2021-July 15, 2022

Total Cost \$ _____ in Canadian dollars (exclude HST/GST if applicable)

Option period 3: July 16, 2022-July 15, 2023

Total Cost \$ _____ in Canadian dollars (exclude HST/GST if applicable)

Total Price for Evaluation Purposes:

**Initial period+ Option period 1+ Option period
2+ Option period 3**

\$ _____

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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)

ANNEX “D” to PART 5 OF THE BID SOLICITATION

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract. I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement. I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be. I agree that the obligation of this agreement will survive the completion of the Contract No: T8080-190184

_____ Signature _____ Date