



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :

louise.curtis@tc.gc.ca

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

Title – Sujet		
Professional Services-Study on echolocation device use, characteristics, and impact mitigation in the Salish Sea/Services professionnels – Étude sur l'utilisation des dispositifs d'écholocation, les caractéristiques et l'atténuation des impacts dans la mer des Salish		
Solicitation No. – N° de l'invitation		Date
T8080-220050		15 July 2022
Client Reference No. – N° référence du client		
T8009-220027		
GETS Reference No. – N° de référence de SEAG		
Solicitation Closes L'invitation prend fin		Time Zone Fuseau horaire
at – à	02:00 PM – 14h00	Eastern Daylight Time (EDT) Heure Avancée de l'Est (HAE)
on – le	8 August 2022	
F.O.B. - F.A.B.		
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :		
Louise Curtis		
Area code and Telephone No. Code régional et N° de téléphone		E-mail Courriel
343-571-8834		louise.curtis@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction		
National Capital Region		

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
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



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Bids must be submitted by Electronic Submission only to louise.curtis@tc.gc.ca.

Refer to Part 3, section 3.1 "Bid Preparation Instructions".

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

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the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

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- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically by the date and time of closing identified on page 1.

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

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- i. Section I: Technical Bid One(1) soft copy, Submitted by email;
- ii. Section II: Financial Bid One(1) soft copy, Submitted by email;
- iii. Section III: Certifications – Not included in the technical bid, One(1) soft copy, Submitted by email.

The bids must be sent by E-mail to: louise.curtis@tc.gc.ca.

Epost Connect service and facsimile are not accepted by Transport Canada at this time.

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

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

- i. use a numbering system that corresponds to the bid solicitation;
- ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iii. Include a table of contents.

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 accordance with the Basis of Payment

A. SACC Manual Clauses

SACC Manual Clause [C3011T \(2013-11-06\)](#) Exchange Rate Fluctuation.

B. Electronic Payment of Invoices - Bid

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder accepts to be paid by the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - 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 specified in Attachment 1 to Part 4 for the point rated technical criteria
2. Bids not meeting (a) or (b) or (c) 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%.

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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 70/30 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 (70%) and Price (30%)				
		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	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		84.18	73.15	77.7
Overall Rating		1st	3rd	2nd

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ATTACHMENT 1 to PART 4 – BID EVALUATION CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

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Criteria ID	Method of Compliance	Met/ Not Met	Cross Reference
MC1	<p>Draft Project Schedule:</p> <p>The proposal must include a draft project schedule that captures the following:</p> <ul style="list-style-type: none"> • Anticipated Project Duration (the project must be completed in one year from the date of contract initiation). • Due dates for deliverables. • Start and end dates for each task. 		
MC2	<p>Project Manager (CV):</p> <p>The proposal must include a copy of the CV for the proposed Project Manager that demonstrates cumulative experience of at least 24 months in managing projects related to studying or reducing underwater noise produced by vessels (or vessel equipment) within the past 8 years (<i>8 years from RFP release. Ongoing projects can be included</i>).</p> <p>The Bidder must provide a copy of the CV for the proposed project manager which includes brief abstracts of the projects undertaken that clearly demonstrate their relevant experience. The Bidder must provide all relevant details for each project listed including but not limited to:</p> <ul style="list-style-type: none"> • Project title. • Project start and end dates. • Description of the work, scope and purpose. 		
MC3	<p>Examples of projects:</p> <p>The proposal must include at least 2 examples of similar projects that demonstrate the Bidder's capacity to reach out and engage with a wide array of vessel owners. The Bidder must provide all relevant details for each project listed by filling out the template in Annex B.</p>		

Point-Rated Criteria

To be deemed responsive, the Bidder's proposal must:

- Achieve a minimum of 24 points AND
- Achieve a minimal score of 60% for each point-rated criteria.

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No.	Criteria	Scoring	Points Awarded	Cross Reference
PR1	<p>Description work plan</p> <p>The Bidder should provide a high-level work plan that they would use to conduct the work described in the SoW (Phase 1 and 2). The following items must be addressed:</p> <ul style="list-style-type: none"> • Outline a clear project schedule aligned with the requirement described in the Statement of Work. Tasks, deliverables and estimates are logically organized. • Identify which resource is doing which tasks, how much time and effort each task is expected to take, and when each task is scheduled to begin and end. • Identify key activities of the project • Clearly outline standard and typical assumptions made; and • Identify potential risks that would prevent or delay key task completion and relevant mitigation strategies (contingency plan). <ul style="list-style-type: none"> ○ Outline an effective method to communicate variances of the project plan to the TC project officer. 	<p>(15 Points) The work plan comprehensively and effectively addresses all items mentioned in the criteria and demonstrates an in-depth understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is realistic.</p> <p>(12 Points) The work plan effectively addresses all items mentioned in the criteria and demonstrates a good understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is largely realistic.</p> <p>(9 Points) The work plan effectively addresses most items mentioned in the criteria and demonstrates an adequate understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is generally realistic.</p> <p>(6 Points) The work plan only addresses some items mentioned in the criteria and demonstrates a marginal understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is generally not realistic.</p> <p>(0 Point) The work plan does not address items mentioned in the criteria and does not demonstrates understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is not realistic.</p> <p>PR1 minimal scoring for the proposal to be deemed responsive: 9 points.</p>		
PR2	<p>Methodology</p> <p>The Bidder should provide a methodology that they would use to conduct the tasks in the Statement of Work (Phase 1 and 2). The following items must be addressed for each task:</p> <ul style="list-style-type: none"> • Information sources and information collection methods; 	<p>(15 Points) Methodology is deemed effective and realistic to achieve the mandate's objective and addresses comprehensively all tasks from the SoW and items mentioned in the criteria.</p>		

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	<ul style="list-style-type: none"> Proposed stakeholders to be consulted (if known) and the approach for that consultation (including vessel owners and echolocation device manufacturers), if relevant for the task; Approach(es) to information analysis; Manner in which observations, analyses, findings, conclusions and recommendations will be presented. 	<p>(12 Points) Methodology is deemed mostly effective and realistic to achieve the mandate's objective and addresses comprehensively key tasks from the SoW and items mentioned in the criteria.</p> <p>(9 Points) Methodology is deemed generally effective and realistic to achieve the mandate's objective and addresses comprehensively most tasks from the SoW and items mentioned in the criteria.</p> <p>(6 Points) Methodology is deemed generally not effective and realistic and addresses some tasks from the SoW and items mentioned in the criteria.</p> <p>(0 Point) Methodology is deemed not effective and realistic, and does not address key tasks from the SoW and items mentioned in the criteria</p> <p>PR2 minimal scoring for the proposal to be deemed responsive: 9 points.</p>	
<p>PR3 Demonstrated similar project experience</p>	<p>The proposal must include 2 examples of similar projects.</p> <p><i>Each project should be summarized in the template provided in Attachment 1 to part 4 and should not exceed one page in length.</i></p>	<p>(10 Points): The projects are very similar to the SoW in terms of scope, scale, and work undertaken.</p> <p>(8 Points): The projects are similar to the SoW in terms of scope, scale, and work undertaken.</p> <p>(6 Points): The projects have some similarities to the SoW in terms of scope, scale, and work undertaken.</p> <p>(4 Points): The projects have very few similarities to the SoW in terms of scope, scale, and work undertaken.</p> <p>(0 Point): The projects are not similar to the SoW in terms of scope, scale, and work undertaken.</p> <p>PR3 minimal scoring for the proposal to be deemed responsive: 6 points.</p>	

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TEMPLATE TO DEMONSTRATE SIMILAR PROJECT EXPERIENCE

Project name	Project start	Project end
Project objective	Project stakeholders	
Client organization ¹	Bidder's organization role in the project	
Project description		

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.2.1 Status and Availability of Resources

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

5.2.2.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience.

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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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

6.2.1 Optional Goods or Services, or both

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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 \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The work is to be performed during the period of contract award to 30 August 2023.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Louise Curtis
Procurement Specialist
Transport Canada
275 Sparks Street, Ottawa, ON K1A 0N5

343-571-8834
louise.curtis@tc.gc.ca

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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 inserted at 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 *(to be inserted at contract award)*

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

Telephone: _____
Facsimile: _____
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

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

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6.7.2 Multiple Payments

SACC Manual clause [H1001C \(2008-05-12\)](#) Multiple Payments

6.7.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI).

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.
 - a. A copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the email 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 general conditions [2010B \(2022-01-28\)](#) Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work
- (d) Annex "B", Basis of Payment
- (e) the Contractor's bid dated _____ *(to be inserted at contract award)*

6.12 Insurance

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

6.13 Dispute Resolution

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-
- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
 - (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
 - (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
 - (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - STATEMENT OF WORK

TRANSPORT CANADA, INNOVATION CENTRE

STATEMENT OF WORK (SOW)

for

Determining an accurate portrait of echolocation device characteristics and use in the Salish Sea by smaller vessels that are frequently in the vicinity of SRKW, to identify meaningful mitigation measures and assess their feasibility of implementation

1.0 BACKGROUND

With a population size approximatively in the low 70s (2020 estimate)¹, the Southern Resident killer whale (SRKW) has been on the Endangered list under the Species at Risk Act (SARA) since 2003. Recognizing that this species' protection is a key priority, the Government of Canada has been taking action to tackle the greatest threats to their recovery, including acute and chronic underwater noise. In that sense, since 2018, Transport Canada has been implementing a number of management measures in efforts to reduce acoustic disturbances from vessels to endangered marine mammals. To build on these efforts and further support the recovery of the SRKW population, Transport Canada would like to have a deeper understanding of echolocation device use in the Salish Sea and identify ways to mitigate their impacts.

Echolocation devices are considered active contributors to underwater noise, as sound is intentionally produced to measure water depths (echosounders) or masses of fish (fish finders). Sounds produced by echolocation devices predominantly fall within the most sensitive portions of the toothed whale (odontocete) hearing range, potentially creating stress and avoidance behaviours, interfering with foraging and intra-species communication, and even producing short term or permanent hearing loss. To understand the impacts of different types of echosounders more thoroughly, Transport Canada initiated a study conducted by Vard Marine Inc. in 2020² that looked at the types of echolocation devices available to commercial and recreational vessels. This study importantly developed recommendations for designs and operational measures that could mitigate the acoustic impact of this technology on marine mammals, with a specific focus on SRKWs. Recommendations from this report included finding additional information with regards to currently used and commercially available echolocation devices for smaller vessels operating in the Salish Sea, such as recreational boaters, sport fishers, commercial whale watchers and commercial fishers, as they are more likely to be within 1 km of whales due to the nature of their activities. The additional information required includes:

- determining the type and characteristics of the devices being used currently for different vessel classes and the devices that are available for purchase;
- determining the purpose of the devices for different vessel classes and under which circumstances they are used.

Once adequate information is obtained about the characteristics and usage of echolocation devices, tailored mitigation measures will need to be identified and studied if, following the assessment, it is deemed that noise savings for SRKWs are possible considering the presence and use of current devices

¹ Center for Whale Research (31 December 2020). *Southern Resident killer whale population*. Whale research. URL: <https://www.whaleresearch.com/pop#:~:text=As%20of%20December%2031%2C%202020,captures%20for%20marine%20park%20exhibition.>

² Vard Marine Inc. (2020). Echolocation devices and marine mammal impact mitigation. Available online at: <https://tcdocs.ingeniumcanada.org/sites/default/files/2020-11/Echolocation%20Devices%20and%20Marine%20Mammal%20Impact%20Mitigation.pdf>

on small vessels. More specifically, the study of the available mitigation measures should include an assessment of the noise savings, feasibility, costs, commercial availability and barriers to development.

As noted in the Vard report, the finding that most echolocation devices available on the market do pose a threat to the SRKW population on the west coast is an immediate concern, and short-term measures are needed to reduce the impact of echolocation devices. SRKWs are expected to perceive echolocation devices and, depending on the distance from the device and its characteristics, could suffer temporary hearing impairment after prolonged exposure. It is understood that in the commercial fishing sector, potentially large numbers of devices operating at frequencies audible and potentially harmful to SRKWs could remain in service for a long time.

*Please note: commercial vessel echolocation devices, while identified as a concern by Vard, have been assessed in Georgia Strait and Boundary Pass through a study by JASCO Applied Sciences in 2020³. Thus, information on echolocation device use on large commercial vessels is outside the scope of this study request.

2.0 OBJECTIVES

The objectives of this work are to: (1) characterize and determine an accurate portrait of the usage of echolocation devices by vessels that are less than 150 gross tonnage (GT) and are frequently in the vicinity of SRKW critical habitat; and (2) based on findings from objective 1, provide relevant and meaningful mitigation strategies to reduce impacts of echolocation devices on SRKWs, and provide an evaluation of the feasibility, cost, commercial availability and likelihood of implementation for the targeted vessel groups in the Salish Sea.

This work will be a continuation of the study conducted by Vard, which looked at types of echolocation devices and their impacts to marine mammals, particularly SRKWs, and identified possible ways to mitigate those impacts. This present in-depth study is necessary in order to determine the specific echosounder types and usages by the targeted vessel types in the Salish Sea, to then identify the most appropriate, feasible and acceptable mitigation methods.

3.0 SCOPE

3.1 Area of interest

The focus of this study is to be geographically limited to the use of echolocation devices in the Salish Sea and focus on impacts to SRKWs. While the study is focused on this geographic area and a specific species, findings should be of relevance to other areas in Canada where echolocation devices are utilized and may impact endangered marine mammals. Where applicable, this must be highlighted in the study.

3.2 Vessel classes to be considered for this study

Vessel classes that are less than 150 GT and are frequently in the vicinity of SRKW critical habitat are to be included in this study, including:

- Recreational boaters;
- Sport fishers;
- Commercial whale watchers;
- Commercial fishers; and

³ Martin, S.B., C. Evans, C.C. Wilson, and D.E. Hannay. 2021. *Assessing Sonar Sound Levels from Commercial Ships*. Document number 02037, Version 2.0. Technical report by JASCO Applied Sciences for Innovation Centre of Transport Canada.

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- Other 'small vessel' echosounder user groups that are frequently in the vicinity of Southern Resident killer whales.

Unless specified, the term “vessels”, “vessel owners”, “vessel classes” or other similar terms hereafter refer to these vessel classes above.

3.3 Echolocation devices

All types of echolocation devices or high-frequency devices used by the vessel classes included in this study are to be considered. This includes, but is not limited to, echosounders (multi/single frequency), fish-finders, sonars and ultrasonic hull cleaners.

4.0 PROJECT DURATION

The project must be completed in one year from the date of contract initiation.

5.0 FINANCIALS

5.1 Phased Budget

The project will follow a two-stage process, as outlined below in Section 6.

Both the Phase 1 and Phase 2 budgets must include the following at a minimum:

- Salaries & wages, hourly rates;
- If applicable: all sources of project funding (e.g., in-kind), including hourly rates, and letters from partner organizations that attest to third party financial support;
- Breakdown of cost for each milestone payment.

The Phase 2 budget in the Bidder's proposal must be based on the proposed Phase 2 plan. Any recommended changes to the Phase 2 budget will be identified at the end of Phase 1 "Determining an accurate portrait of echolocation device use". Any potential changes to the Phase 2 budget must be processed through a contract amendment.

6.0 PROJECT PHASING

6.1 Phase overview

All projects will follow a two-stage process, as outlined below:

Phase 1: Determining an accurate portrait of echolocation device use.

- The scope of Phase 1 is to provide a comprehensive understanding of the current use and the technical characteristics of echolocation devices operated in the Salish Sea by vessel classes that are less than 150 GT and are frequently in the vicinity of SRKW critical habitat.

Phase 2 (*optional services 1*): Potential mitigation strategies (pending outcomes of Phase 1).

- The scope of Phase 2 (*optional services 1*) is to identify and study tailored mitigation measures to echolocation devices currently used by vessel classes that are less than 150 GT by analyzing their noise savings, feasibility of implementation, costs, commercial availability and any barriers to their development.

While both Phase 1 and 2 (*optional services 1*) are focused on SRKW critical habitat, findings that are of relevance to other areas in Canada where similar echolocation devices are utilized and may impact endangered marine mammals must be identified in the study.

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6.2 Phase Progression

Prior to commencing Phase 2 (*optional services 1*), a final decision to proceed will be made by Canada via a gateway milestone, and will be based on Canada's acceptance of the Phase 1 deliverables and project participant commitments. Canada reserves the right not to proceed with the contract past Phase 1 for reasons including, but are not limited to, the following:

- Phase 1 deliverables implications:
 - Phase 1 deliverables do not meet the technical scope of the contract.
 - Phase 1 deliverables suggest that echolocation device impacts to SRKW stemming from the target vessel groups are already minimized to the extent possible without compromising vessel safety, or that further mitigation would not significantly benefit SRKW.
 - Phase 1 deliverables suggest that the subsequent Phase 2 (*optional services 1*) will not be completed by the end date as defined in Section 4.
 - Phase 1 deliverables are deemed unsatisfactory by TC.

6.3 Phase 2 (*optional services 1*) Termination Provisions

Canada reserves the right to not proceed with the contract at any point during Phase 2 for the following reasons:

- Phase 2 (*optional services 1*) progression does not meet the scope of the contract
- Project delays cause the end date to exceed the date outlined in Section 4.0
- Contractor identifies concerns regarding commercially confidential information which limits Canada's ability to share results and associated data of the project in the public domain.

7.0 **TASKS, MILESTONES & DELIVERABLES**

7.1 Task descriptions

Under this contract, the contractor must accomplish the following tasks:

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Task #	Task name	Task description	Phase
1	<i>Kick-off meeting</i>	The Contractor must convene and co-chair the project Kick-Off Meeting. This meeting must be held no later than 14 calendar days after Contract Award. The record of discussion (ROD) must be prepared by the Contractor and delivered to TC for approval within 3 business days after the meeting. During the kick-off meeting, the project schedule, defining the timeline on which the Contractor will execute the project, must be presented. The Project Schedule must capture the project duration, description of work necessary to complete each milestone, and start dates and end dates for each milestone.	1
2	<i>Characterization of echolocation devices</i>	Identification and characterization of the echolocation devices used by vessel owners on vessels less than 150 gross tonnage (GT) in the Salish Sea. Characterization should include, whenever possible, frequency range, type of echosounder, waveform, manufacturer, max power output, power adjustment, if there is independent channel control, beam directionality, range/depth capability, depth resolution, year, and cost. Other specifications to include might be suggested in by the contractor and discussed with TC at the kick-off meeting. Transport Canada can provide a communication channel to reach some of these vessel owners, should the contractor need it. However, focused discussions with manufacturers will likely be needed, as devices for the recreational market come with very little technical information.	
3	<i>Interim report 1</i>	Interim report covering the work undertaken from contract award to midway through Phase 1. See section 8.1 explaining the content that should be included and how it should be structured.	
4	<i>Portrait of echosounder usage</i>	Determine a portrait of echosounder usage in SRKW whale critical habitat. This should include: <ol style="list-style-type: none"> 1. Identification of any other potential vessel echosounder user groups that are frequently in the vicinity of SRKW critical habitat in the Salish Sea, if relevant. 2. Outlining of the purpose of echolocation device use for each vessel class (i.e., navigation safety, fish-finding capabilities, others). This can be done as a literature review, as a survey of users of these technologies in the vicinity SRKW critical habitat, or other. 3. Determining if vessel owners are aware of and/or following best practices to reduce the impacts of their echolocation devices on marine mammals (i.e., optimizing their echosounder settings in order to reduce impact to marine mammals, turning off echosounders when not in use and safe to do so, or other practices). 4. How often, and for how long is this equipment being used? 	
5 (optional)	<i>Additional questions of relevance (optional)</i>	Identify and answer any other question of relevance that would help determine which mitigation measures proposed by Vard (see footnote of Section 1) would be applicable and relevant to lessen echolocation device impacts to SRKW. Final scope of work included in the task will be determined in consultation with TC.	
6	<i>Interim report 2 – Phase 1 summary</i>	Interim report describing in detail the results of Phase 1 (tasks 2-5), assessing the need for Phase 2, and if relevant describing the preparation and planning for Phase 2. See section 8.1 explaining the content that should be included.	
7	<i>Identify mitigation measures and quantify impacts</i>	Based on the portrait of echolocation devices usage by vessels frequently in the vicinity of SRKW critical habitat in the Salish Sea established in Phase 1, and using Vard's report as support, identify relevant mitigation measures/technologies available to reduce impacts to SRKW, quantify their effectiveness at reducing impacts to SRKW, and if relevant, identify how they should be used in order to reduce impacts to SRKW. <ul style="list-style-type: none"> • If relevant, mitigation measures identified in the Vard report (i.e., technologies disabling or reducing source levels/pulse power of transmissions below 160 kHz, such as switched dummy loads, attenuators, filters, etc.) should be included in the assessment. • Mitigation measures can include noise reducing technologies, replacing echolocation devices, operational measures, or other. 	2
8	<i>Echolocation devices market study</i>	Assess the commercial availability of echolocation devices in the Canadian market that are less harmful to SRKW. Particular attention should be given to the availability of devices with all of the characteristics identified by Vard in their 2020 report (Section 11: Recommendations).	
9	<i>Interim report 3</i>	Interim report covering the work undertaken from the start of Phase 2 to midway through Phase 2. See section 8.1 explaining the content that should be included.	

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Task #	Task name	Task description	Phase
10	<i>Feasibility assessment</i>	<p>Assess the feasibility and cost for vessel owners associated with modifying existing equipment or using existing equipment to be less impactful as defined in task 7. This task should identify:</p> <ul style="list-style-type: none"> • The potential concerns of vessel owners with respect to the implementation of the suggested mitigation measures. • Any feasibility/logistic concerns or knowledge gaps coming from the vessel owners that should be addressed with regards to the usage, installation, or operation of the proposed mitigation measures in task 7. • If cost and/or installation and operation considerations associated with the proposed mitigation measures in task 7 would be a disincentive for vessel owners. • The means available to encourage vessel owners to select less intrusive systems and / or use existing systems in less intrusive ways. 	
11	<i>Barrier to innovation of echolocation devices</i>	<p>Identify the barriers to innovation or to the development of less impactful echolocation devices on the Canadian market.</p> <ul style="list-style-type: none"> • This task should assess if there is any type of approval, cost or effort disincentives that may be perceived by echolocation device manufacturers in introducing new devices with advanced technologies that might be less impactful to SRKW. 	
12	<i>Final report and presentation of results</i>	<p>Delivery of final report describing the findings under each task in detail and providing recommendations to reduce impacts of echolocation devices to SRKW, following the standards laid out in Section 8.2, and delivery of an oral presentation of the findings and annotated PowerPoint to TC.</p>	

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7.2 Milestones

Under this contract, the contractor must complete the following deliverables, which will all be associated with a milestone payment:

Milestone No.	Deliverable	Description	Milestone payment as % of Phase value	Due by ⁴
1	Interim report 1	Interim report detailing the work that was completed from contract award to milestone 1.	40% of Phase 1 value	12 weeks from contract award
2	Interim report 2 - Phase 1 summary (Gateway milestone)	Interim report describing in detail the results of Phase 1 (tasks 2 to 5), assessing the need for Phase 2, and if relevant describing the preparation, planning, and updated budget for Phase 2.	60% of Phase 1 value	24 weeks from contract award
3	Interim report 3	Interim report detailing the work undertaken from start of Phase 2 to milestone 3.	20% of Phase 2 value	36 weeks from contract award
4	Draft of final report	Delivery of a draft final report describing the findings under each task in detail in a cohesive way and providing recommendations to reduce impacts of echolocation devices to SRKW. This report must follow the standards laid out in Section 8.2	40% of Phase 2 value	47 weeks from contract award
5	Acceptance of final report after TC review and presentation	Delivery of a final report describing the findings under each task in detail in a cohesive way and providing recommendations to reduce impacts of echolocation devices to SRKW. This report must follow the standards laid out in Section 8.2. Delivery of an oral presentation of the findings and annotated Powerpoint to TC.	40% of Phase 2 value	50 weeks from contract award

⁴ It is possible for the successful bidder to request an amendment at contract award to modify these due dates. Note that the total project duration must be 1 year or less from contract award, and that TC must be consulted and give final approval for every new due date.

7.3 Deliverables

1. The Contractor must convene and co-chair a virtual Project Kick-Off Meeting. Unless otherwise specified, this meeting must be held no later than 14 calendar days after Contract Award. The record of discussion (ROD) must be prepared by the Contractor and delivered to TC for approval within 3 business days after the meeting.
2. At the beginning of each month, the contractor must provide a short monthly progress report summarizing the work that was done to date, any hurdles or issues encountered that may impact the capacity of the contractor to meet the contract requirements, next steps, and any other item deemed relevant by TC or the Contractor.
3. The Contractor must provide a first interim report halfway through Phase 1, documenting all activities and findings from contract award up to that point. Details to be included in the interim report can be found in Section 8.1 below. **(MS1)**
4. The Contractor must provide a second interim report documenting the results from Phase 1 (task 2-5), assessing the need for Phase 2, and if relevant describing the preparation, planning, and updated budget for Phase 2. Details to be included in the interim report can be found in Section 8.1 below. **(MS2 – GATEWAY MILESTONE)**.
5. The Contractor must provide a third interim report covering the work undertaken from the start of Phase 2 up to the MS3 due date. Details to be included in the interim report can be found in Section 8.1 below. **(MS3)**
6. A draft final report must be delivered, which documents the usage of echolocation devices by vessel < 150 GT that are frequently in the vicinity of SRKW critical habitat in the Salish Sea, and associated mitigation measures available. Recommendations on the best ways to reduce echolocation devices impacts for the targeted vessel groups should be included. While this study is focused on SRKW critical habitat, findings that are of relevance to other areas in Canada where echolocation devices are utilized and may impact marine mammals should be identified. Unless previously discussed and agreed to with TC, this report should include and discuss items included in tasks 2-11, and any other item that would support TC's stated objectives. TC will review and comment the draft report within 15 business days. **(MS4)**
7. A final report must be delivered, which documents the usage of echolocation devices by vessel < 150 GT that are frequently in the vicinity of SRKW critical habitat in the Salish Sea, and associated mitigation measures available. Recommendations on the best ways to reduce echolocation devices impacts for the targeted vessel groups should be included. While this study is focused on SRKW critical habitat, findings that are of relevance to other areas in Canada where echolocation devices are utilized and may impact endangered marine mammals should be identified. Unless previously discussed and agreed to with TC, this report should include and discuss on items included in tasks 2-11, and any other item that would support TC's stated objectives. A final presentation of the results must be delivered to TC, using an annotated Powerpoint. TC will review and comment the report and Powerpoint within 10 business days. **(MS5)**

8.0 REPORTING REQUIREMENTS

8.1 Interim report requirements - content

The Contractor's interim reports must include, but not be limited to, the following information:

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- A detailed methodology behind the work conducted as part of the milestone. The methodology should include the planning, the work undertaken as part of each task as in Section 7.1, and any other related background information required
- An overview of the results to show the completion of the required work of the milestone. The results section should be clear, concise, and demonstrate what was achieved.
- A summary to discuss the results, provide insight into next steps, and discuss whether the project is currently on track.

Moreover, the interim reports must:

- Be written in English.
- Be professionally written and edited.
- Use SI units (unless special exception is warranted. Alternative units may be used in brackets).

8.2 Final report requirements

The final report must:

- Follow the Guidelines for Creating Accessible Documents in Microsoft Word 2013 to ensure report readability for all readers. Documents with the requirements and guidelines will be provided by TC.
- Include an executive summary written in both French and English (translation can be provided by TC).
- Include a Publication Data Form in both official languages (translation can be provided by TC). The blank form will be provided by TC for the Contractor to complete.
- Be formatted in accordance with TC's Publication Standards and Guidelines for Contractors, document TP 929⁵⁶. This document will be provided by TC. Reports are subject to review by TC for quality control and adherence to TP 929.
 - TP 929 namely provides a skeleton of what the final report should look like (i.e: Introduction, methods, discussion...)
- Be written in English.
- Be professionally written and edited.
- Use SI units (unless special exception is warranted. Alternative units may be used in brackets).

Canada intends to publish the results and associated data of the project in the public domain. The contractor must outline any concerns regarding commercially confidential information that would limit Canada's ability to publish results and associated data of the project in the public domain.

9.0 PROJECT MANAGEMENT

9.1 Monthly meetings

⁵ TP 929E Innovation Centre publication guidelines for contractors, (available upon request)

⁶ Guidelines for authors on how to create accessible documents, (available upon request)

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Louise Curtis

The Contractor and TC will be available for monthly 1h conference calls, beginning the month of the signing of the contract, to provide an overview of the progress of the different tasks, bring up any important updates, and respond to questions.

Any material that is used to present the updates should be made available to TC after the meeting.

9.2 Cancellation of meetings

Canada or the Contractor may cancel scheduled meetings but must provide up to 48 hours' notice. The date and time of rescheduled meetings will be done based on mutual agreement between all parties.

9.3 Problem Reporting

The Contractor must notify Canada immediately by telephone or email upon discovering or identifying an issue that may impact any of the work to be performed under the Contract. The Contractor must document the issue in writing, within two (2) calendar days of identification, and provide to Canada via e-mail. Canada will advise whether an ad hoc / unscheduled meeting or any other action is required.

ANNEX "B" - BASIS OF PAYMENT

The Contractor will be paid a firm price for the work, customs duties included and Applicable Taxes extra.

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Travel and Living expenses

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

Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestone Payments detailed in Table 1 below if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada. The Bidder shall propose the amount of each instalment in the space provided. The Bidder may, at its discretion, consolidate Milestones into fewer Milestones as long as the payment percentages and number of deliverables are respected.

Table 1. Initial Contract Period: Schedule of Milestone Payments

Period 1 – Initial Contract Period (phase 1) – Contract award to 18 weeks after contract award			
Milestone No.	Description of Deliverable	Completion Date/Due Date	Firm Amount (A)
1	Interim Report 1 completed in MS Word that details the work completed to date.	12 weeks after contract award	\$ _____ (40% of firm price) – amount to be inserted by Bidder
2	Interim Report 2 completed in MS Word that details the results of Phase 1 assessing the need for Phase 2, and if relevant describing the preparation, planning, and updated budget for Phase 2	24 weeks after contract award	\$ _____ (60% of firm price) – amount to be inserted by Bidder
Total Firm Price for Initial Period: <i>(Total Evaluated Cost)</i>			\$ _____ Applicable Taxes Extra

Table 2. Optional Services 1: Schedule of Milestone Payments

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Optional services 1 (phase 2) - From 19 weeks after contract to 50 weeks after contract award

Milestone No.	Description of Deliverable	Completion Date/Due Date	Firm Amount (B)
1	Interim Report 3 completed in MS Word that details the work completed from onset of Phase 2 work.	Within 36 weeks from contract award	\$ _____ (20% of firm price) – amount to be inserted by Bidder
2	Draft final report completed in MS Word that outlines all work completed in Phase 1 and 2, as well as recommendations to reduce echolocation device impacts to SRKW.	Within 47 weeks from contract award	\$ _____ (40% of firm price) – amount to be inserted by Bidder
3	Final report completed in MS Word that incorporates all recommendations and comments made by TC with regards to the draft final report and outlines recommendations to reduce echolocation device impacts to SRKW. As well as a delivery of an oral presentation of the findings and annotated PowerPoint to TC	Within 50 weeks from contract award	\$ _____ (40% of firm price) – amount to be inserted by Bidder
Total Firm Price for Optional Services 1: <i>(Total Evaluated Cost)</i>			\$ _____ Applicable Taxes Extra
			Firm Amount (C) (A+B=C)
Total Firm Price for Initial Period (A) and Optional Services (B) 1 <i>(Total Evaluated Cost)</i>			\$ _____ Applicable Taxes Extra