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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 Comprehensive Land Claims Agreement(s)

"This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Tsawwassen
- Maanulth
- Sechelt
- Sliammon"

### 1.4 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: 180 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

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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](mailto:louise.curtis@tc.gc.ca).

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to TC 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;

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- b. date of termination of employment or retirement from the Public Service.

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 **British Columbia**.

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.

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- (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.

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

- Section I: Technical Bid One(1) soft copy, Submitted by email;
- Section II: Financial Bid One(1) soft copy, Submitted by email;
- 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](mailto: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:

- use a numbering system that corresponds to the bid solicitation;
- 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
- 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 Annex "B" - Basis of Payment

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SACC Manual Clause **C3011T** (2013-11-06) Exchange Rate Fluctuation.

### **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.

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### ATTACHMENT 1 to PART 3 – PRICING SCHEDULE

1.0 The bidder Must complete this pricing schedule and include it in its financial bid.

PRICING SCHEDULE	
RESOURCE	PER DIEM RATE
PROJECT MANAGER	
ADVISOR	

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

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.

#### 4.1.3 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%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.



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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 \$50,000.00 (50).

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
<b>Calculations</b>	<b>Technical Merit Score (OSi x 70)</b>	<b>Pricing Score (LP/Pi x 30)</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 70 = 62.22	50/60 x 30 = 24.99	87.21
<b>Bidder 2</b>	98/135 x 70 = 50.81	50/55 x 30 = 27.77	78.08
<b>Bidder 3</b>	82/135 x 70 = 42.52	50/50 x 30 = 30	72.52

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## ATTACHMENT 1 to PART 4 – BID EVALUATION CRITERIA

### 1. Technical Evaluation criteria

Proposal compliance will be evaluated on the basis of the following mandatory and rated requirements. Bidders must provide necessary documentation to support compliance. Bidders are also advised to refer to Part 3.1 – Bid Preparation Instructions.

<b>Table 1: Required format to demonstrate experience</b>
<p>Work experience or project experience performed within the last ten (10) years and used to demonstrate compliance for the evaluation criteria must be presented using the format of this table</p> <p>If the Bidder cites a project, the project and the work period of the resource must have lasted at least two (2) months.</p> <p>NOTE: For the purpose of R1 <u>only</u>, work experience or project experience can have been completed outside the 10 year timeframe (ie, there is no time limit for work experience or project experience completion for this criterion).</p>
<ol style="list-style-type: none"> <li>a. The name of the client organization;</li> <li>b. The date, duration of the work or project, indicating the years and months in which the proposed resource participated;</li> <li>c. A description of the project, including its scope, and the results of the work undertaken by the proposed resource;</li> <li>d. A description of the activities carried out by the proposed resource;</li> <li>e. A brief description of the methodology or methodologies used; and</li> <li>f. The name, title and email address of a contact person in the client organization who can validate the projects or experience.</li> </ol>

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

Bidders are also advised that if the month(s) or year(s) of experience listed for one project overlap(s) the timeframe of another referenced project, the overlapping time will only be counted once. For example, if the timeframe for Project 1 is from July 2001 to December 2001 and the time frame for Project 2 is from October 2001 to January 2002, the total number of months of experience for these two projects is seven (7) months.

### 2.0 Mandatory Technical Criteria

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

Each Mandatory Technical Criterion should be addressed separately. Proposals that do not meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

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

No.	Mandatory Technical Criteria	Bidder Response / Cross Reference to Proposal and/or CV	Met / Not Met
<b>M1</b>	<p><b>BIDDER'S TEAM</b></p> <p>The Bidder must provide a team of at least 2 resources that will carry out the work, including the team member who will be the Project Manager/Team Lead for this project.</p> <p>For each proposed resource, the bidder must include:</p> <ul style="list-style-type: none"> <li>- A resume with at a minimum the resource's education, chronological employment history, fields of expertise and relevant experience.</li> <li>- The roles and responsibilities of that resource on the project</li> </ul>		
<b>M2</b>	<p><b>PROJECT MANAGER/TEAM LEAD QUALIFICATIONS</b></p> <p>The Bidder must demonstrate that the Project Manager / Team Lead has the following qualifications: A) A minimum of a bachelor's degree from a recognized postsecondary institution. A copy of the diploma must accompany the bid.</p> <p>B) At least (10) ten years of experience from the date of bid closing, using the Table 1 format, in analysis and research in the following two (2) areas:</p> <ol style="list-style-type: none"> <li>1. Assessment of cumulative effects from anthropogenic impacts, preferably marine shipping</li> <li>2. Aquatic ecosystems</li> </ol> <p>C) Experience working with First Nations and indigenous knowledge; knowledge and proof of successful application of the OCAP principles in past projects (for example projects where you've worked directly with Indigenous groups and respectfully worked with their indigenous knowledge; for example through the use of data sharing agreements or systems set up for the respectful management of Indigenous related information, etc).</p>		
<b>M3</b>	<p><b>TEAM MEMBER QUALIFICATIONS</b></p> <p>The bidder must also demonstrate that at least one (1) additional team member other than the project manager/team lead with the following qualifications:</p>		

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No.	Mandatory Technical Criteria	Bidder Response / Cross Reference to Proposal and/or CV	Met / Not Met
	<p>A) A minimum of a bachelor's degree from a recognized postsecondary institution. A copy of the diploma must accompany the bid.</p> <p>B) At least (2) two years of experience, using the Table 1 format, in analysis and research in the following two (2) areas:</p> <ol style="list-style-type: none"> <li>1. Assessment of cumulative effects from anthropogenic impacts, preferably marine shipping</li> <li>2. Aquatic ecosystems</li> </ol> <p>Note: Equivalencies must be approved prior to bid closing. The bidder must be able to demonstrate that the experience of Team Members meets the requirements outlined in M2, M3, R1, R2 and R3.</p> <p>C) Experience working with First Nations and indigenous knowledge; knowledge and understanding of OCAP principles</p>		
<b>M4</b>	<p><b>EXPERIENCE OF BIDDER TEAM</b></p> <p>The Bidder must demonstrate that it has completed at least four (4) multidisciplinary environmental research projects within ten (10) years of the RFP closing date.</p> <p>Completed means that the research has been completed and compiled, data and information has been analyzed, results have been obtained and a report has been prepared.</p> <p>The projects and the contribution of the member(s) of the proposed team must be presented using the Table 1 format. The bidder must also demonstrate that it has experience (at least 2 projects or 2 years) working with BC Indigenous groups, within 5 years of the RFP closing date.</p>		
<b>M5</b>	<p><b>WORK PLAN</b> The Bidder must submit a draft work plan demonstrating how it will complete the project tasks and the deliverables as described in the Statement of Work. The following information must be included: (a) The Bidder's approach, including potential methodology(ies) for the project;</p> <p>(b) The project management structure;</p> <p>(c) Details of the complete quality control strategy for research, analysis and reporting.</p>		

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

Bids which meet all of the mandatory technical criteria will be further evaluated and scored against the following rated requirements.

Bids which fail to obtain the required minimum number of points specified for each rated criteria will be declared non-responsive.

Each point rated technical criterion should be addressed separately.

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimum Score Required	Bidder Score
R1	<p><b>TEAM LEAD/PROJECT MANAGER EXPERIENCE</b></p> <p>The Bidder should demonstrate, in the format shown in Table 1, that the proposed Project Manager/Team Lead identified in M2 has experience in conducting analytical research in Cumulative Effects Assessment as well as in two (2) or more of the following areas:</p> <ul style="list-style-type: none"> <li>a) Regional impact assessment</li> <li>b) Development of databases for environmental analysis</li> <li>c) Working with Automatic Identification System (AIS) data</li> <li>e) Development of analysis, integration and visualization tools (ie modeling, GIS etc) as it relates to Cumulative Effects</li> <li>f) Marine biology research</li> </ul> <p><b><u>Rating scale</u></b></p> <p>Less than 8 years = 0 points</p>		20	12	

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No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimum Score Required	Bidder Score
	<p>8 years to less than 10 years = 12 points</p> <p>10 years to less than 12 years = 16 points</p> <p>12 years and over = 20 points</p>				
R2	<p><b>TEAM LEAD/PROJECT MANAGER PROJECT EXPERIENCE</b></p> <p>The Bidder should demonstrate that the proposed project manager / team lead designated in M2, has completed, within ten (10) years of the RFP closing date, exactly two (2) projects in the format of Table 1 in one (1) or more of the following areas (from A to H):</p> <p>Each project mentioned will be scored out of 40 points. No experience demonstrated would equal zero (0) points, while experience demonstrated would equal five (5) points for each of the rating scale criteria below (A to H). Each project is rated separately. The maximum total score for the criterion is 80 points.</p> <p><b><u>Rating scale</u></b></p> <p>a. Experience in assessing cumulative effects on marine environments (consequences of anthropogenic activity for the human, biotic or physical environment): (0 or 5 points )</p> <p>b. Experience in using a multidisciplinary approach for completing projects: (0 or 5 points)</p> <p>c. Experience in the development of databases for environmental analysis purposes: (0 or 5 points)</p> <p>d. Experience working with Indigenous communities and their knowledge: (0 or 5 points)</p> <p>e. Experience with a collaborative approach:</p>		80	45	

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No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimum Score Required	Bidder Score
	<p>(0 or 5 points)</p> <p>f. Experience in developing analysis, integration and visualization tools: (0 or 5 points)</p> <p>g. Experience in reporting and presenting results and conclusions: (0 or 5 points)</p> <p>h. Experience related to British Columbia (0 or 5 points)</p>				
R3	<p><b>BIDDER'S TEAM (OTHER THAN THE TEAM LEAD ) PROJECT EXPERIENCE</b></p> <p>The Bidder should demonstrate that team members have completed, within eight (8) years of the RFP closing date, with one (1) proposed resource other than the Project Manager/Team Lead designated in M1, at least (1) project presented in the format of Table 1 with the following characteristics:</p> <p>Each characteristic and the applicable points listed below (from A to G) for the project will be evaluated. No experience demonstrated would equal zero (0) points, while experience demonstrated would equal five (5) points for each of the rating scale criteria below (A to G).</p> <p><b><u>Rating scale</u></b></p> <p>a) Experience in analyzing the human footprint in aquatic ecosystems (0 or 5 points);</p> <p>b) Experience working with Automatic Identification System (AIS) data: (0 or 5 points)</p> <p>c) Experience in analyzing the interactions between multiple stressors (0 or 5 points);</p> <p>d) Experience in designing or implementing assessment methodologies (0 or 5 points);</p> <p>e) Experience in data collection and database</p>		35	15	

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No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimum Score Required	Bidder Score
	<p>development (0 or 5 points);</p> <p>f) Experience in exploring and/or developing tools to capture and synthesize the complexity of cumulative effects (0 or 5 points).</p> <p>g) Experience related to British Columbia (0 or 5 points)</p>				
<b>R4</b>	<p><b>WORK PLAN</b></p> <p>The Bidder should provide a narrative description of the proposed approach in the form of a draft work plan.</p> <p>Each component of the work plan (from A to D) will be rated as specified in Table 2.</p> <p>a) Proposed approach for assessing the cumulative effects of marine activities South Coast, BC in relation to the Statement of Work (Up to 5 points maximum)</p> <p>b) Proposed approach to achieve the tasks and complete the deliverables described in Section 6.2 and 6.3 of the Statement of Work including but not limited to: identification of staff, assignment of responsibilities and level of effort (Up to 5 points maximum)</p> <p>c) An approach that allows enough flexibility to undertake work in a collaborative environment where scope changes are possible and that has a comprehensive quality control strategy in place to monitor the quality of research, analysis and reporting. (Up to 5 points maximum)</p> <p>d) An open approach that promotes data sharing and sharing of data outputs as described in the</p>		<b>20</b>	<b>12</b>	



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No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimum Score Required	Bidder Score														
	<p>statement of work. (Up to 5 points maximum)</p> <table border="1" data-bbox="251 558 872 1304"> <thead> <tr> <th colspan="2" data-bbox="251 558 872 611">Table 2 – Rating Scale</th> </tr> </thead> <tbody> <tr> <td data-bbox="251 611 342 667">0</td> <td data-bbox="342 611 872 667">Information was not provided.</td> </tr> <tr> <td data-bbox="251 667 342 789">1</td> <td data-bbox="342 667 872 789">Information provided demonstrates a limited understanding of the project's sub-criteria and objectives.</td> </tr> <tr> <td data-bbox="251 789 342 911">2</td> <td data-bbox="342 789 872 911">Information provided demonstrates some understanding of some elements of the project's sub-criteria and objectives.</td> </tr> <tr> <td data-bbox="251 911 342 1033">3</td> <td data-bbox="342 911 872 1033">Information provided demonstrates an understanding of most elements of the project's sub-criteria and objectives.</td> </tr> <tr> <td data-bbox="251 1033 342 1155">4</td> <td data-bbox="342 1033 872 1155">Information provided clearly demonstrates an understanding of all elements of the project's subcriteria and objectives.</td> </tr> <tr> <td data-bbox="251 1155 342 1304">5</td> <td data-bbox="342 1155 872 1304">Information provided demonstrates a full range of in-depth understanding of all elements of the project's sub-criteria and objectives.</td> </tr> </tbody> </table>	Table 2 – Rating Scale		0	Information was not provided.	1	Information provided demonstrates a limited understanding of the project's sub-criteria and objectives.	2	Information provided demonstrates some understanding of some elements of the project's sub-criteria and objectives.	3	Information provided demonstrates an understanding of most elements of the project's sub-criteria and objectives.	4	Information provided clearly demonstrates an understanding of all elements of the project's subcriteria and objectives.	5	Information provided demonstrates a full range of in-depth understanding of all elements of the project's sub-criteria and objectives.				
Table 2 – Rating Scale																			
0	Information was not provided.																		
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4	Information provided clearly demonstrates an understanding of all elements of the project's subcriteria and objectives.																		
5	Information provided demonstrates a full range of in-depth understanding of all elements of the project's sub-criteria and objectives.																		

Maximum available points	155		
Minimum overall points required	96		
<b>Bidder score (*)</b>		Met: o	Not Met: o

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

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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"

### 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.

#### 6.3.2 Supplemental General Conditions

[4007](#) (2010-08-16) Supplemental General conditions - Canada 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 work is to be performed during the period of contract award to 30 June 2025.

#### 6.4.4 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Tsawwassen
- Maanulth
- Sechelt
- Sliammon

### 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

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343-571-8834  
[louise.curtis@tc.gc.ca](mailto:louise.curtis@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 (to be inserted at contract award)

The Project Authority for the Contract is:

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 by the contractor at time of bid)

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.

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

### 6.7.2 Milestone Payments

SACC Manual Clause [H3010C](#) (2016-01-28) – Milestone Payments – Not subject to holdback

### 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 British Columbia.

### 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 [4007](#) (2010-08-16) – Canada to Own Intellectual Property rights in Foreground Information.
- (c) the general conditions [2010B](#) (2022-01-28) – Professional Services (medium complexity)
- (d) Annex "A", Statement of Work
- (e) Annex "B", Basis of Payment

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- (h) 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) including its Inuit Benefits Plan. (if applicable).*

#### 6.12 Insurance

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

#### 6.13 Dispute Resolution

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

## ANNEX "A" - STATEMENT OF WORK

### 1. TITLE

Assessment of the Cumulative Effects of Marine Shipping (CEMS) in the South Coast of British Columbia region<sup>1</sup>.

### 2. OBJECTIVE

Transport Canada (TC) requires the services of a Contractor to conduct an assessment of the cumulative effects of marine shipping activities in the South Coast area of British Columbia. The objectives of this contract are to:

- Complete an assessment of the cumulative effects of marine vessel activities on valued components/connections that have been selected by the Project Team<sup>2</sup> as part of the SC CEMS regional pilot site. The assessment approach must be co-developed or co-selected (depending on existing relevant methodologies) and ultimately agreed upon with the Project Team and be in alignment with the multi-layered assessment approach established in South Coast BC.
- Identify, amalgamate, and summarize relevant data and knowledge sources (as per agreed to data/knowledge sharing agreements) into a database according to an agreed to process with collaborators and external parties, and identify data/knowledge gaps.
- Complete an assessment of the impacts of vessel traffic activities using the methodology(ies) co-developed or co-selected with the Project Authority and Project Team.
- Develop a list of potential mitigation and management recommendation options that could be applied to current vessel movements and/or future project developments as they relate to the conclusions found in the assessment.
- Produce a presentation and final report (in accessible pdf format) that summarizes the work conducted, key findings, as well as conclusions and recommendations made, to be delivered to the Project Team.

### 3. BACKGROUND STATEMENT

TC develops and administers policies and regulations to advance the safety and security of Canada's marine transportation system. Transport Canada promotes an efficient and sustainable system that protects the marine environment and contributes to economic development.

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<sup>1</sup> The regional scope of this initiative is inclusive of BC First Nation's territories from Smith's Inlet to the Canada/US border in Juan de Fuca Strait and includes both East and West Coast Vancouver Island within Canadian jurisdiction.

<sup>2</sup> Transport Canada, the First Nations Fisheries Council and South Coast First Nation delegates on the Ship Movement and Vessel Management Coordinating Committee make up the Project Team

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Through the Oceans Protection Plan (OPP), the Government of Canada is committed to preserving and restoring coastal marine ecosystems that are vulnerable to increased marine shipping, while reducing the impact of day-to-day vessel traffic. Many concerns have been expressed about the increase in marine transportation and the impact of other marine activities (a sector of activity that can be a major source of anthropogenic impacts) on coastal and marine ecosystems and on coastal and Indigenous communities and ways of life. The CEMS initiative was proposed in response to heightened concerns being expressed around the increases in marine shipping activities on all three coasts, potentially putting marine ecosystems and traditional ways of life at risk. These were being expressed through various venues, but mostly through project level impact assessments of energy, port development and other infrastructure projects that have associated marine vessel activities across Canada.

Through the OPP, Transport Canada is assessing the cumulative effects of marine shipping activities in the south coast region of BC in partnership with First Nations. The work is being guided by the principles included in the Commitment to Action and Results Accord Partnership Agreement between the Government of Canada and the First Nations Fisheries Council (FNFC). These principles include Respect, Inclusiveness, Flexibility, Sustainability, Stewardship, Accountability. TC, FNFC and South Coast First Nation delegates on the Ship Movement and Vessel Management Coordinating Committee (VMCC) (collectively referred to as the 'Project Team' hereafter in this document) are guiding and directing the Assessment under a co-developed Living Workplan.

The process being used in South Coast BC to conduct a cumulative effects assessment has been informed by feedback from First Nations. The creation of a multi-layered assessment approach was formed to allow the space for a regional assessment to be directed by the Project Team, but also allow the fluidity of input at a more localized level through the establishment of subregions. The subregional work, which is made up of one or more First Nations territories, will not only inform the larger regional assessment, but also address more localized marine shipping issues. This multi-layered assessment approach gives TC the most flexibility and adaptability to allow various issues and assessment priorities to be considered and assessed.

The scope of the regional cumulative effects assessment has been developed by the Project Team. The winning bidder will participate in discussions related to this finalized scope. This list of vessel activities of concern, stressors, valued components/connections can be found in Appendix D. It is important to note that this list is subject to change, and that the information presented is not listed in any particular order, nor have any of the issues been prioritized. In fact, the scope is shown in a circular way to depict the interconnectedness of the connections. Summaries of complementary discussions (ie workshop reports) will be provided to the Contractor at the time of contract award. This study will promote a shift toward a more proactive, holistic, and integrated approach to assessing the effects from marine shipping activities on marine ecosystem components.

The results of the assessment will subsequently be used by the Project Team to develop a list of feasible recommendations, such as mitigation and management tools and strategies, that could be applied to



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current vessel movements and future project developments to decrease the possible impacts of marine vessel activities. The outcomes of this contract will also inform the update of TC's National Framework for Assessing the Cumulative Effects of Marine Shipping (see section 5, Reference Documents). The contract will be carried out in a collaborative manner, as required, to ensure direction, input and guidance from the Project Team, and input and collaboration with scientists, non-government organizations (NGO's), industry, and government regulators as needed. Collection of raw environmental data (i.e. field work) is not part of this statement of work.

The projected timeline for this work will begin in the Fall 2022 and end in Spring 2025. Between Spring 2023 and Winter 2023/2024, the Contractor will amalgamate data and knowledge to inform the assessment and then in Fall 2024-Fall 2025 will undertake the analysis to assess the cumulative effects of marine shipping in South Coast BC.

#### 4. TERMINOLOGY

Additional relevant terminology can be found in the National Framework for Assessing the Cumulative Effects of Marine Shipping (see Appendix B) and the VMCC Living Workplan:

Activities: An action that may impose one or more stressors on the ecosystem being assessed.

Cumulative effects: are the changes in the environment, health, social, cultural, and economic conditions, caused by multiple interactions among human activities and natural processes, which accumulate across space and time.

Effects: Changes, either positive or negative, direct, or indirect, short or long term, localized or large scale, to the environment or to health, social or economic conditions.

Indigenous Value: An assessment priority component and cultural value that is based on the core principles and ideals upon which an entire community exists. This may be comprised of several parts and intrinsically linked: customs, which are traditions, activities, practices, languages, songs, legends, prayers, and rituals; values, which are beliefs; and culture, which form a community's guiding values. With firm historic roots, Indigenous values are forward facing and honour a responsibility to ensure the future of land, water, resources, and traditions for future generations.

Marine shipping: Includes commercial vessels, ferries, cruise, fishing (but not the activity of fishing itself) and recreational vessels operating in waters within Canadian jurisdiction, where the data is available and accessible.

Pathways of Effects: The cause-effects relationships between activities associated with marine shipping and their effects, via stressors, on the valued components of the environment.

Stressors: Any physical, chemical, or biological means that, at some given level of intensity, has the potential to change an ecosystem or one or more of its components.

Valued components/Connections: Environmental features that may be affected by an activity and that have been identified to be of concern by the Ship Movement and Vessel Management Coordinating Committee. The value of a component or connection not only relates to its role in the ecosystem, but

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also to the value placed on it. For example, it may have been identified as having scientific, social, cultural, economic, historical, archaeological, or aesthetic importance.

## 5. REFERENCE DOCUMENTS

Transport Canada will provide the Contractor with copies of general documents and studies as required to facilitate the completion of this analysis, including, but not limited to, the following:

**Appendix A:** Report entitled "Review of cumulative effects management concepts and international frameworks" (2017)

**Appendix B:** National Framework for Assessing the Cumulative Effects of Marine Shipping

**Appendix C:** ESSA Technologies' Evaluation of Cumulative Effects Assessment Methodologies for Marine Shipping

**Appendix D:** CEMS-VMCC Inventory of Marine Shipping Stressors, Effects and Connections and Scope of Assessment Connection Wheel

**Appendix E:** Overview of South Coast Regional (VMCC) Scoping Phase

**Appendix F:** ESSA Technologies' Strategic Vision for TC's CEMS South Coast Initiative

Previously published documents of interest that are available online:

DFO's 2014 Science Advisory Report on the pathways of effects for shipping:  
[http://www.dfompo.gc.ca/csas-sccs/publications/sar-as/2014/2014\\_059-eng.html](http://www.dfompo.gc.ca/csas-sccs/publications/sar-as/2014/2014_059-eng.html) Canadian Science Advisory Secretariat (CSAS) research document on conceptual models of the pathways of effects of marine shipping in Canada [https://www.dfo-mpo.gc.ca/csassccs/Publications/ResDocs-DocRech/2020/2020\\_077-eng.html](https://www.dfo-mpo.gc.ca/csassccs/Publications/ResDocs-DocRech/2020/2020_077-eng.html)

## 6. REQUIREMENT DESCRIPTION

Note: It is possible that a combination of methodologies may be required in part due to the type and availability of data, knowledge and a more holistic approach to this assessment being in partnership with South Coast BC First Nations. Hereafter in this document, 'methodology' may also mean suite or combination of appropriate methodologies.

The Contractor must participate in monthly workshops and attend any engagement sessions to finalize the methodology(ies) to be used. The Contractor must also participate in workshops and discussions with First Nations, marine stakeholders and coastal communities as directed by the Project Authority. The contractor must co-develop or co-select a methodology(ies) for analyzing the cumulative effects of marine shipping which will be discussed with and presented to the Project Team for review and input.

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Using the agreed-to methodology(ies), the Contractor will assess the cumulative effects of marine shipping on the scoped in valued components/connections identified for the South Coast BC region. Following the assessment, the Contractor must produce a report summarizing the methodology(ies) used, the analysis performed, the results, conclusions and include a list of potential mitigation and management recommendation options that could be applied to current vessel movements and/or future project developments as they relate to the conclusions found. The Contractor must also present the results and conclusions for input and guidance to partners, collaborators and interested parties as directed by the Project Authority and Project Team.

### **6.1 SCOPE**

To complete this work, the Contractor is expected to:

- a. Participate in regular meetings (virtual and face to face as agreed to and required) with the Project Team, such as:
  - Contract kick-off call
  - Work planning meetings
  - Monthly, bi-monthly workshops with the Project Team
  - Engagement meetings with relevant stakeholders, data and knowledge holders and other interested parties. Meetings to provide progress updates and present preliminary and final results.
- b. Conduct the Cumulative Effects Assessment, which will involve:
  - Co-select or co-develop<sup>3</sup> the assessment methods to be used with the Project Team;
  - Finalize the cumulative effects assessment methodology(ies) to be used in a report and seek approval, from the Project Team;
  - Summarize each cumulative effects assessment methodology and explain the relevance of each methodology for assessing the impacts of marine vessel activities that were prioritized by the VMCC in the Scoping Phase of the South Coast CEMS pilot site as well as how they could be nested within subregional scopes of assessment
  - Search for, identify, amalgamate and summarize data and knowledge sources relevant to the Scope of Assessment.
  - In cooperation with the Project Team, seek out solutions to data/knowledge gaps and/or issues and concerns with the assessment methodology(ies);
  - Align and weave indigenous knowledge / western science to better understand the pathways of effects more holistically within the regional scope of assessment. The principles of OCAP (Ownership, Control, Access and Possession) should be respected (where knowledge is available and able to be shared through knowledge sharing agreements).
  - Work with SC First Nations to develop Data and Knowledge Sharing Agreements (when needed and appropriate)

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<sup>3</sup> Based on the search for applicable and relevant assessment methodologies, the contractor should bring forward the results of their search for applicable and relevant assessment methodologies which could then be co-selected and approved by the Project Team. If no applicable and relevant assessment methodologies are found, it will result in one being co-developed with the Project Team.

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- Analyze and summarize the data and knowledge using the selected methodology(ies);
  - Draw conclusions based on the results; Develop a list of potential mitigation and management recommendations that could be applied to current vessel movements and/or future project developments as they relate to the conclusions found
- c. Provide an outline of the draft report for approval to the Project Team.
- d. Develop a draft report detailing the methodology used, the analysis performed, the input received and how it was used to inform the assessment, the results, conclusions, and potential mitigation and management recommendations.
- e. Provide a final summary report to the Project Team without limitations.
- f. Deliver all raw data sources, analysis scripts and outputs, including metadata, to the Project Authority (where applicable and appropriate);
- g. When working with marine vessel data to support the assessment, the contractor should:
- Identify data gaps and options for addressing gaps in marine vessel data
  - Identify any issues and concerns with the scope of marine vessel data analysis
  - In cooperation with the Project Team, seek out solutions to marine vessel data gaps
  - Provide a report that details how the marine vessel data was used, including:
    - A record of data sources used, how the data was accessed, organized, and modified
    - Method of analysis (including any technical details to execute the work using ArcGIS or similar GIS supported software)
    - Results displayed in a series of maps and tables or similar to allow for easy interpretation of findings
    - Reflections on the work and recommendations to the Project Team considering similar work in the future
- Share all raw data sources, analysis scripts and findings with the Project Team
- Analyze functional requirements to identify information, procedures and decision flows
- (if applicable) Evaluate existing procedures and methods for data analysis, and document the collection of data sources used (e.g., data dictionary)
  - (if applicable) Create, update and maintain procedures and standards for data analysis
  - Define input/output sources, including a detailed plan for technical design phase, and obtain approval of same
  - Perform analysis and modeling
  - Interpret project objectives and create appropriate data, analysis and output products (maps, reports)
  - Create and update metadata
  - Create, update, revise and document data sets
  - Deliver all maps in a GIS spatial format compatible with ArcGIS software to CEMS Project Team and Project Authority

## 6.2 DETAILED SERVICES AND TASKS

The Contractor must carry out the following tasks and activities:

- a. **Contract kick off call, work planning and progress meetings**

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A meeting will be held within two (2) weeks of contract award. The purpose of the meeting is, at a minimum, to introduce the Contractor's team and discuss the work plan and proposed approach, resource allocation and the Contractor's schedule. The timing for the submission of the first progress report will be determined at the kick-off meeting. The Contractor must submit a preliminary work plan for approval by the Project Team 2 weeks following the launch meeting. In addition, the Contractor must schedule bimonthly/monthly meetings/teleconferences with the Project Team to provide an update on the project and/or preliminary results. This may include:

- a summary of the latest activities carried out;
- what was accomplished and what was planned but not accomplished;
- what activities are planned between then and the next meeting.

Questions, problems and warnings must be reported to the Project Authority as they arise. Informal discussion and conversations are likely to occur between monthly meetings as issues and information arise.

**b. Participation in monthly, bimonthly workshops**

The Contractor is expected to participate in monthly, bimonthly workshops with collaborators and interested parties as a prerequisite to co-developing/co-selecting and finalizing the assessment methodology(ies). The Contractor will work with the CEMS-VMCC Technical Working Group to create or refine communications to the larger Indigenous Ship Movement and Vessel Management Coordinating Committee (VMCC). The Contractor must use the discussions and conclusions of those workshops and sessions as the basis for the co-development of the assessment. The Contractor will be provided with a summary of the CEMS Scoping Phase. At workshops through the fall 2022, the Contractor will co-develop/co-select the proposed assessment methodology for subsequent review and approval by Transport Canada and project collaborators. The Contractor must provide Transport Canada with the proposed co-developed assessment methodology, in a report, by February 2023, so that participants can review the documents by March 2023. Between Spring 2023 and Winter 2023/2024, the Contractor will amalgamate data and knowledge to inform the assessment and then in Fall 2024-Fall 2025 will undertake the analysis to assess the cumulative impacts of marine vessel related activities in South Coast BC. It is noted that tweaks and possible changes to the methodology may be required depending on availability of information and data, and any subsequent discussions. Any changes to the methodology will need to be discussed with the Project Authority and project collaborators; additional meetings may be set up to address possible changes.

At a workshop scheduled for Fall 2025, the Contractor must present the preliminary findings of the assessment for discussion before preparing the draft report. The Contractor must submit the preliminary findings to Transport Canada three (3) weeks prior to the workshop so that participants can review the documents before taking part in the discussions. An executive summary and key takeaways should be included in the preliminary findings for ease of reading. Transport Canada is responsible for organizing the workshops (including logistics and preparing minutes). The Contractor may be needed to facilitate these discussions. The Contractor must submit the draft then final report and deliverables to Transport Canada no later than June 30, 2025.

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Note: it is unclear at this point in time when face-to-face workshops will be able to resume as a result of the ongoing global COVID-19 pandemic. At the time of writing, workshops are being contemplated for face to face and virtually through 2022. Some travel requirements are anticipated within the first 12 months of the contract. It is possible that the contractor may be required to travel to South Coast BC for workshops. The exact location and number of workshop participants will be determined at a later date.

If travel requirements arise, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees", to a limitation of expenditure of \$5,000.00. Customs duty and Applicable Taxes are included. Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations. All travel must have the prior authorization of the Project Authority. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

**c. Conduct the Cumulative Effects Assessment**

This assessment must include, at a minimum, a characterization of the spatial distribution of the valued components/connections, and an integrated analysis of the impact of multiple vessel related stressors on the identified valued components/connections. The assessment methodology must be capable of:

- utilizing different types of data, including geo-spatial and tabular (non-geo-referenced) data or quantitative/qualitative data/knowledge;
- utilizing variable spatial and temporal boundaries to accommodate the availability of data/knowledge as required;
- weaving and aligning Indigenous and traditional knowledge into the assessment methodology(ies);
- characterizing the sources of multiple environmental stressors;
- assessing in an integrated manner the impacts of marine vessel related activities on identified valued components/connections.

The cumulative effects assessment methodology(ies) must be co-developed or co-selected by the Project Authority, FNFC, VMCC partners and collaborators.

**d. Search for, identify, amalgamate, and summarize data and knowledge sources relevant to the Scope of Assessment;**

Transport Canada does not have a comprehensive database of marine shipping related stressors and valued components/connections; however, TC will provide available data and support the Contractor in its research. TC will be able to provide contact information for entities who may have data and information to provide. Transport Canada will be able to provide vessel Automatic Identification System (AIS) data dating back to 2015.

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#### Considerations throughout data collection:

- The collection and compilation of data on regional marine vessel related activities, environmental, cultural, and traditional data, will be carried out in collaboration with the Project Team.
- The data acquired to conduct the analysis must be amalgamated and stored in a secure database that will potentially be used to share information on the South Coast region with the partners involved.
- Derived data analysis results or products (ie data outputs) will be delivered to the Project Authority and its partners.
- Data outputs must be provided in a common geographic information system (GIS) format to be determined by mutual agreement at a later date. It is anticipated that this assessment will rely primarily on publicly available data sources. It is possible that confidentiality agreements may be required to use certain types of data and / or knowledge.
- The bidder must be able to align and weave indigenous knowledge / western science into the pathways of effects within the regional scope of assessment through using the principles of OCAP (Ownership, Control, Access and Possession), where knowledge is available and able to be shared through knowledge sharing agreements.

We are anticipating the data amalgamation and knowledge inputs needed will come from a variety of sources, especially with appropriate protocols in place. The bidder will be required to communicate directly with partners, other government departments, academics, environmental non-government organizations and/or others to amalgamate relevant data and knowledge required for this exercise. It is not possible to identify the exact number of data or knowledge holders at this time but it is anticipated that this will require considerable effort and discussion with a variety of sources.

The Contractor must incorporate the comments received at the preliminary assessment report workshop and provide a final translated and accessible report no later than June 30, 2025. Accessibility requirements will be discussed at the time of delivery of the final report.

### 6.3 DELIVERABLES SCHEDULE

	<b>Deliverable</b>	<b>Date</b>
1	Kick off call, launch and preparation of the schedule and work plan	Three (3) weeks after contract award
2	Monthly/bimonthly meetings/workshops with Project Team	Throughout project lifetime
3	Work plan shared with Project Authority and Project Team	Three (3) weeks after contract award
4	Co-develop/co-select a suite of proposed assessment methodology(ies) for subsequent review and approval by Project Team; provide a presentation and report of the proposed	February 2023

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	assessment methodology(ies)	
5	Meetings with relevant parties/experts and Project Team as needed to inform Assessment	Throughout project lifetime
6	Co-develop/co-select final proposed assessment methodologies for approval by Project Team; provide a presentation and report of the final assessment methodology(ies)	March 2023
7	Identify and amalgamate relevant data and knowledge and summarize the resources in a report/table	Between Spring 2023 & Winter 2023/2024
8	Undertake the analysis to assess the cumulative impacts of marine vessel activities in South Coast BC with agreed to methodologies and provide draft findings on methods and results through monthly meetings.	Fall 2023-Fall 2024
9	Deliver a draft summary report and presentation of preliminary findings for comments at a workshop	Fall 2024
10	Go back and check on other deliverables from above	Winter 2024/2025
11	Delivery of final accessible report to Project Authority	Spring 2025
12	Delivery of derived data outputs and analysis. Data outputs must be provided in a common GIS format (where appropriate).	On or before June 30, 2025

## 7 SECURITY REQUIREMENTS

There are no Security Requirements applicable to this Service Contract as no confidential or protected information is required to be provided by Transport Canada to the contractor for the successful execution of this requirement.

## 8 LANGUAGE REQUIREMENTS

All deliverables will be in English.

## 9 INTELLECTUAL PROPERTY

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



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## ANNEX "B" – BASIS OF PAYMENT

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

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 installment 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. Schedule of Milestone Payments Milestone No. Description of Deliverable Firm Amount**

	<b>Deliverable</b>	<b>Date</b>	<b>Firm price(A)</b>
1	Kick off call, launch and preparation of the schedule and work plan	Three (3) weeks after contract award	2% of firm price
2	Monthly/bimonthly meetings/workshops with Project Team	Throughout project lifetime	5% of firm price (billed at end of project life)
3	Work plan shared with Project Authority and Indigenous Partners	Three (3) weeks after contract award	3% of firm price
4	Co-develop/co-select a suite of proposed assessment methodology(ies) for subsequent review and approval by Project Team; provide a presentation and report of the proposed assessment methodology(ies)	January 2023	10% of firm price
5	Meetings with relevant parties/experts and Project Team as needed to inform Assessment	Throughout project lifetime	2% of firm price
6	Co-develop/co-select final proposed assessment methodologies for approval by Project Team; provide a presentation and report of the final assessment methodology(ies)	February 2023	5% of firm price (billed at end of project life)
7	Identify and amalgamate relevant data and knowledge and summarize the resources in a report/table	Between Spring 2023 & Winter 2023/2024	15% of firm price
8	Undertake the analysis to assess the cumulative impacts of marine vessel activities in South Coast BC with agreed to methodologies and provide draft findings on methods and results through monthly meetings.	Fall 2023-Fall 2024	20% of firm price
9	Deliver a draft summary report and presentation of preliminary findings for comments at a workshop	Fall 2024	20% of firm price

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10	Go back and check on other deliverables from above	Winter 2024/2025	3% of firm price
11	Delivery of final accessible report to Project Authority	Spring 2025	10% of firm price
12	Delivery of derived data outputs and analysis. Data outputs must be provided in a common GIS format (where appropriate).	On or before June 30, 2025	5% of firm price
Total(A)			\$
Applicable Taxes Extra			

**Table 2: Travel – Contract Award to 30 June 2025**

	Deliverable	Estimated Cost(B)
13	Estimated travel expenses at cost without mark-up	\$5000.00
Total (B)		\$5000.00
Applicable Taxes are Extra		

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the **National Joint Council Travel Directive**; outside the National Capital Region (NCR) defined in the **National Capital Act (R.S.C., 1985, c. N-4)**, available on the Justice Website

(<http://lawslois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont>) Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations." and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations."  
All travel must have the prior authorization of the Project Authority

**Table 3: Total**

Total (C)	
Total (A)	\$
Total (B)	\$5000.00
Total (A)+(B)=(C)	\$
Applicable Taxes Extra	