



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

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**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Amendments - amendements

001

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	
Assessment of the Cumulative Effects of Marine Shipping (CEMS)	
Solicitation No. – N° de l'invitation	Date
T8080-220261	5 October 2022
Client Reference No. – N° référence du client	
T8010-220101	
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)
on – le 25 October 2022	Heure Avancée de l'Est (HAE)
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



AMENDMENT 001 IS RAISED TO:

A) Provide clarification and answers questions from industry

B) Extend the bid solicitation period

Q1:

For the requirements outlined in M2 and R1, would a proposal containing two individuals to fulfill these roles (Team Lead and Project Manager) be accepted and if so, could their experience be combined to meet the stated requirements? For example, the Project Manager has 8 years of experience, and the Team Lead has 14 years of experience, which combined is 22 years therefore, on average, it is 11 years per person which exceeds the minimum of 10 years.

A1:

Yes, their experience can be combined.

Q2:

What is the anticipated start date for the contract?

A2:

The anticipated contract award at this time is 1 November 2022 with the first activity being anticipated 3 weeks after that.

Q3:

What is the dollar value of the contract?

A3:

TC will not discuss the anticipated cost at this time as it could adversely affect the financial bids being presented.

Q4:

Page 31 of 34 of the RFP states "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." Can you please provide details on what translation (what language, how many languages) and accessibility requirements (format) should be scoped into the Proposal?

A4:

Transport Canada can provide financial assistance with the translation of this document into French once the report is final however may need some assistance from the contractor in providing any tables, drawings or diagrams in editable formats. The requirements will also be similar in terms of accessibility. Any tables, drawings or diagrams that are found in the final report will need to be provided as 'working files' and will need to include alt text. TC can then work with our web team to ensure it's accessible.

Q5:

Deliverables schedule on Page 31 of 34 in section 6.3 does not align with the detailed services and tasks scheduling mentioned on Page 28 of 34 in section 6.2. Which one takes precedence.



A5:

Section 6.3 on page 31 of 34 takes precedent.

Q6:

Page 24 of 34 of the RFP states "This list of vessel activities of concern, stressors, valued components/connections can be found in Appendix D." Please provide a copy of *Appendix D: CEMS-VMCC Inventory of Marine Shipping Stressors, Effects and Connections and Scope of Assessment Connection Wheel*.

A6.

Appendix D: CEMS-VMCC Inventory of Marine Shipping Stressors, Effects and Connections and Scope of Assessment Connection Wheel – is included in the RFP documents

Q7.

We were able to locate most of the appendices mentioned on Page 26 of 24 in Section 5 through public means, however, we were unable to locate *Appendix E: Overview of South Coast Regional (VMCC) Scoping Phase* and *Appendix F: ESSA Technologies' Strategic Vision for TC's CEMS South Coast Initiative*. Please provide a copy of these two documents along with Appendix D requested above.

A7.

Appendix E: Overview of South Coast Regional (VMCC) Scoping Phase and Appendix F: ESSA Technologies' Strategic Vision for TC's CEMS South Coast Initiative. Please provide a copy of these two documents along with Appendix D requested above. – Are included in the RFP documents

Q8.

Page 32 of 34 of the RFP states that "Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada", but is this the case for Indigenous knowledge that may arise from this Project, and if so how does this align with OCAP?

A8.

While the weaving of Indigenous Knowledge is a foundational piece of the CEMS initiative, any Indigenous Knowledge used to support the assessment will not be of intellectual property right of Canada. TC understands that IK can be culturally sensitive and include information communities may want to protect from public disclosure. Knowledge holders and/or their communities have/will retain control over their knowledge. It is important for TC to abide by the OCAP (ownership, control, access and possession) principles outlined by the First Nations Indigenous Governance Centre. TC employees and contractors working on behalf of TC, working with IK must respect community protocols, including any protocols concerning the handling, storage, access or integration of knowledge. One way TC is demonstrating this respect is by helping establish data-sharing agreements between third-party contractors and Indigenous peoples, which bypasses the need for TC to access the specific sensitive data/knowledge itself.

Q9.

The RFP states: "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." Can more information regarding the multi-layered assessment approach be provided? Is this outlined in Appendix D?

A9.



Please see Annex 1-page 41 of the attached link: https://tc.canada.ca/sites/default/files/2022-06/tc_marineshipping_en.pdf. Here you'll find a description of the multi layered assessment approach established in South Coast BC.

B)

The Contract end date has been extended to October 25th, 14h00 (EDT) as indicated on Page 1 of this Amendment 001 document

All other terms and conditions remain the same.