



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

diane.jazzar@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	
MARINE SECTOR ASSESSMENT	
Solicitation No. – N° de l'invitation	Date
T8080-220366	November 10, 2022
Client Reference No. – N° référence du client	
T8838-220104	
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 Standard Time (EDT)
on – le December 20, 2022	Heure Normale de l'Est (HNE)
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 :	
Diane Jazzar	
Area code and Telephone No. Code régional et N° de téléphone	E-mail Courriel
613-866-4767	Diane.jazzar@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: 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 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 diane.jazzar@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;
- 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 seven (7) 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.

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

- 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: diane.jazzar@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 Annex "B" - Basis of Payment

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.

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.

4.1.2 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%.
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 equal 135 and the lowest evaluated price is \$50,000.00 (50).

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

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.

Table 1: REQUIRED FORMAT FOR DEMONSTRATING EXPERIENCE

When requested in a technical evaluation criterion to demonstrate either work experience or project experience, the bidder must provide (at a minimum) the following information below in order to demonstrate compliance (in addition to any other required information identified in the criterion):

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

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.

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

Number	Mandatory Technical Criteria	Met / Not Met	Referenced section/page in bidder's proposal
MC1	<p>The Bidder must provide a detailed* resume for each proposed resource.</p> <p>*Detailed resume is defined such as:</p> <ul style="list-style-type: none"> • Name of the resource; • Chronological work experience (project-and/ or task-specific) relevant to the provision of services described within the Statement of Work (indicated in years and months). Relevant experience includes, but is not limited to, experience conducting research projects, experience in the area of waste management, and experience in the shipping industry. Description of project and/or tasks must be accompanied by the duration for their completion meaning their start and end date, including days/months/years. <p>It is the responsibility of the Bidder to ensure that the proposed resources' resume is sufficiently detailed to enable a full evaluation.</p> <p>The Bidder must propose a team of at least two (2) resources (one being the lead researcher) of the project team. Each resource must have at a minimum a valid undergraduate degree from a Canadian university OR from a recognized institution with a certificate attesting to its equivalency to a Canadian university degree OR a minimum five (5) years of professional-level work experience conducting research, data collection and analysis.</p>	<p>Yes : <input type="checkbox"/></p> <p>No : <input type="checkbox"/></p>	
MC2	<p>To demonstrate valid undergraduate degree a legible copy of the degree must be included in the bidder's technical proposal.</p> <p>To demonstrate a minimum of 5 years full-time work experience conducting research, data collection and analysis, the Bidder must include chronological work experience including dates and explanations of how the work experience will support requirements of the contract and must be clearly identified in the Bidder's technical proposal.</p>	<p>Yes : <input type="checkbox"/></p> <p>No : <input type="checkbox"/></p>	

MC3	Lead researcher demonstrates experience researching marine transportation issues. Three examples of previous relevant work provided with contacts.	Yes : <input type="checkbox"/> No : <input type="checkbox"/>	
MC4	<p>The Bidder must demonstrate that the proposed project team has the capacity to communicate effectively orally and in writing in both official languages at an Advanced* level as per Section 3.4 of the Statement of Work.</p> <p>This means that at least one (1) member of the proposed project team has the capacity in English and at least one (1) in French. This may be the same resource.</p> <p>This requirement can either be demonstrated by:</p> <p>a. Declaration of the first official language.</p> <p>The bidder will need to sign a declaration of the first official language;</p> <p>or</p> <p>b. Proficiency of the Second official language.</p> <p>The bidder must provide a copy of a language proficiency test, or provide proof that part of their education was completed in that second language, or provide a copy of the transcript, from high-school, college, or university of the proposed resource indicating that they have successfully completed an advanced-level course in their second language of French or English.</p> <p>TC reserves the right to evaluate the oral and written linguistic abilities of the facilitators delivering the exercises as required.</p>	Yes : <input type="checkbox"/> No : <input type="checkbox"/>	

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.	Point Rated Technical Criteria	Bidder Response / Cross Reference to Proposal and or CV	Maximum Score	Minimum Score	Bidder Score
R1	<p>Methodology The Bidder must clearly outline the approach and proposed methodology to meet the requirements as well as the degree of success expected. The approach must include clear descriptions of the proposed system for quality control for data gathering and its analysis and reporting.</p> <p>The description of the methodology must provide details to demonstrate:</p> <ul style="list-style-type: none"> • How the Bidder intends to collect and analyze the information necessary to perform the tasks, including a preliminary description of data collection methods, its limitations, mitigation measures and data sources to be used (max 15 points); • The Bidder offers scientifically-sound methodologies for research projects and demonstrates knowledge of limits of various methodological approaches, including ways to address these to ensure that that project objectives are met (max 15 points); and • Clearly outline standard and typical assumptions made in regards to the methodological approach (max 15 points). <p>Point Allocation:</p> <p>*Points will be allotted for each bullet item up to a maximum of 15 points in increments of 5.</p>	/45 points			

No.	Point Rated Technical Criteria	Bidder Response / Cross Reference to Proposal and or CV	Maximum Score	Minimum Score	Bidder Score
	<p>0 points – The Bidder has not addressed the requirements related to the methodology. There is insufficient information to evaluate the level of success the bidder will have in achieving the project’s objectives.</p> <p>5 points - The Bidder has addressed some of the requirements related to the methodology but there are significant gaps. The information provided indicates that success in achieving the project’s objectives will be very limited.</p> <p>10 points - The Bidder has addressed some of the requirements related to the methodology but there are gaps. The information provided indicates that success in achieving the project’s objectives will be limited.</p> <p>15 points – The Bidder has fully addressed the requirements related to the methodology. The information provided clearly demonstrates that the project’s objectives will be fully achieved.</p>				

No.	Point Rated Technical Criteria	Bidder Response / Cross Reference to Proposal and or CV	Maximum Score	Minimum Score	Bidder Score
R2	<p>Risk Management Plan – The bidder must present a complete risk management plan that provides mitigation measures (max 15 points).</p> <p>The risk management plan must identify a comprehensive list of risks associated with each element of the project, the implication of those risks on project delivery, an assessment/ranking of the level of risk; and identify measures to mitigate their impacts.</p> <p>Point Allocation:</p> <p>*Points will be allotted up to a maximum of 15 points in increments of 5:</p> <p>0 points – No information provided in regards to risks, level of risk and mitigation strategy.</p> <p>5 points - Information provided in regards to potential risks, level of risks and /or mitigation strategy is limited and contains significant gaps.</p> <p>10 points - Information provided demonstrates that the Bidder has considered some potential risks, level of risks and associated mitigation strategy but there are minor gaps in risks and/or associated mitigation strategy.</p> <p>15 points - Information provided clearly demonstrates that the Bidder has sufficiently considered the risks, level of risks and defined associated mitigation strategy.</p>	/15 points			

<p>R3</p>	<p>For each of the following areas, the Bidder must propose a lead resource and demonstrate that this resource has the following experience (months/years), at the time of bid closing, by providing specific project examples. The same resource can be proposed for each area.</p> <ul style="list-style-type: none"> • Conducting complex studies, collecting and analyzing both qualitative and quantitative data (including socio-economic and statistical analysis, conducting impact and gap analyses) (max 15 points) • Developing, testing and implementing various methods and data collection tools (surveys, interviews, case studies, etc.) (max 15 points) • Validating findings, conclusions and recommendations, using methods such as, but not limited to: validation with participants/organizations (max 15 points) • Developing reports for complex studies containing findings, conclusions and recommendations (max 15 points) • Conducting projects pertaining to marine transportation garbage waste management, wastewater discharge, and use of hull coatings (max 15 points) • Proven capability of analysing federal, provincial and territorial policy and legislative instruments (max 15 points) <p>Point Allocation:</p> <p>*Points will be allotted for each experience element up to a maximum of 15 points.</p> <p>Description of project and/or tasks must be accompanied by the duration for their completion meaning their start and end date, including days/months/years.</p> <p>Less than 1 year (12 months) of experience= 0 pts >1 and <3 years = 5 pts >3 and <5 years = 10 pts 5 years and more =15 pts</p>	<p>/90 points</p>		
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R4	<p>Up to a maximum of ten (10) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p> <ul style="list-style-type: none"> a) 2 points for including a table of contents for the proposal; b) 2 points for ensuring evidence of qualifications and experience (i.e. a photograph of an undergraduate degree) are legible; c) 2 points for clearly labelling and explaining figures/tables/images; d) 2 points for ensuring the grammar, spelling and punctuation do not impede a reader's ability to evaluate the proposal; e) 2 points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Requirements in the RFP. 	/10 points		
<p>Total Point Rated Technical Criteria The minimum required overall score is 112 points out of a possible 160 points.</p>		/160 points		

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

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 **31 March 2024**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Diane Jazzar
Procurement Specialist
Transport Canada
275 Sparks Street, Ottawa, ON K1A 0N5
613-866-4767
diane.jazzar@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. 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
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s) 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 (SOW)

For "Sector assessment identifying operational plastic waste reduction and diversion challenges, best practices, and opportunities for the Canadian marine transportation sector"

1.0 Scope

1.1 Objective

Transport Canada (TC) is aiming to undertake a sector assessment that supports plastic waste reduction through the identification of challenges, best practices, and opportunities for the Canadian marine transportation sector. For each identified pathway (on-board waste management, wastewater discharge, and use of hull coatings), the objectives of this study are to: a) identify the existing marine plastic waste reduction and diversion operational practices adopted by Canadian ship owners and operators, including known gaps and best practices; b) identify relevant national and international marine plastic waste reduction and diversion best practices; and c) undertake a feasibility analysis to determine which existing Canadian practices are appropriate, the gaps needing to be addressed and, where relevant, which best practices would be best suited to amend or replace the existing practices. The results of this study will help inform the ongoing efforts by the federal government to review the domestic regulatory framework related to shipping operations and support the development of a national overarching policy framework to reduce the marine transportation sector's contribution to marine plastic litter.

1.2 Background

Plastic waste and marine litter have been recognized as an emerging global threat to ocean health, having significant impact on the marine environment. For example, it is estimated that over 8 million tons of plastic waste finds its way into the oceans annually, "[resulting] in at least \$13 billion of damage to marine ecosystems worldwide every year and represent an even greater loss of economic value".¹

Over 85% of plastics in Canada currently end up in landfills or in the environment, including in waterways and oceans, at the end of their life. Based on current trends, the demand for plastics in Canada is predicted to grow by almost 30% by 2030. By 2040, global plastic leakage into the ocean is set to nearly triple and plastic stock in the ocean is set to quadruple.² Plastic pollution causes serious damage to habitats, fisheries and marine life, particularly through entanglement and ingestion by wildlife, habitat degradation, and the transfer of contaminants through the food web. Coastal and northern communities risk bearing a disproportionate negative impact because these populations are more dependent upon sea-based industries for livelihoods, culture and food security and plastic waste and marine litter result in additional cleanup costs, impaired aesthetic value, and loss in tourism and fishery revenue.

Taking into account that public support remains strong on the issue of plastic, especially on marine plastic litter, where 95% of Canadians are concerned about the impact of plastic pollution on oceans and 94% are concerned about sea creatures being killed because of plastic ingestion or entanglement,³ the

¹ Canadian Council of Ministers of the Environment. (2018). *Strategy on Zero Plastic Waste*. Retrieved from <https://ccme.ca/en/res/strategyonzeroplasticwaste.pdf> .

² IRP (2021). Policy options to eliminate additional marine plastic litter by 2050 under the G20 Osaka Blue Ocean Vision. Fletcher, S., Roberts, K.P., Shiran, Y., Virdin, J., Brown, C., Buzzi, E., Alcolea, I.C., Henderson, L., Laubinger, F., Milà i Canals, L., Salam, S., Schmuck, S.A., Veiga, J.M., Winton, S., Youngblood, K.M. Report of the International Resource Panel. United Nations Environment Programme. Nairobi, Kenya.

³ Oceana, *Canadians want the Federal Government to Ban More Than Six Plastic Items*, January 25, 2021: <https://oceana.ca/en/press-releases/canadians-want-federal-government-ban-more-six-plastic-items/>

Government of Canada has taken a leadership position to address plastic waste both nationally and internationally.

On the international front, Canada spearheaded the development and adoption of the *Ocean Plastics Charter*⁴. The aim of the Charter outlines a more resource-efficient and sustainable approach to the management of plastics over their lifecycle. Domestically, the *Canada-wide Strategy on Zero Plastic Waste* was developed in partnership with provinces and territories through the Canadian Council of Ministers for the Environment (CCME) to deliver on Charter commitments⁵.

The threat to marine life and the marine environment has been widely acknowledged and it is recognized that plastic litter enters the marine environment from both land and sea-based activities. Sea-based pathways are known and include waste management, wastewater, marine paints and hull coatings, lost containers, and floating wrecks⁶. However, there is uncertainty in terms of the actual contribution of land and sea-based activities and their corresponding pathways.

As such, numerous organizations and governments around the world, including Canada, are adopting policies and strategies to reduce and reuse plastic waste. Acknowledging that plastic waste and marine litter are becoming global environmental priorities, international organizations have begun leading global efforts to prevent and reduce marine litter generated from the marine transportation sector. Domestically, the Canadian marine transportation sector is also demonstrating commitments to reduce its environmental footprint, with the implementation of internal policies and practices. For example, Green Marine's voluntary environmental certification program for the North American marine transportation encourages the adoption of waste management best practices⁷. Over 30 shipowners with more than 450 vessels are members of Green Marine⁸.

This study is focused on on-board waste management, wastewater discharge, and use of hull coatings. The current domestic regulatory frameworks for these pathways, include:

Waste management

Canada is a signatory to MARPOL, and the requirements under Annex V are applied in Canada via the *Vessel Pollution and Dangerous Chemicals Regulations* (VPDCR). Under the VPDCR, these vessels are obligated to collect and sort their garbage on board as per s. 106(5) and are required to have garbage management plans and garbage record book onboard as per s.s. 104(1) and 105(1). In addition, as per s.s. 103(1) every vessel of 12 meters or more in length overall, which roughly corresponds to 16 GT⁹, must display placards that notify the crew and passengers of the garbage discharge requirements.

Wastewater

Sewage is regulated at the international level through MARPOL, to which Canada is a signatory. Sewage is regulated in Canadian waters through the *Vessel Pollution and Dangerous Chemicals Regulations* (VPDCR) made pursuant to the *Canada Shipping Act, 2001*. The VPDCR is largely based off the International Maritime Organizations (IMO) *International Convention for the Prevention of Pollution from Ships* (MARPOL). Sewage discharge requirements are dependent on the size of the vessel and where the vessel is located at the time of the discharge. MARPOL Annex IV requires ships to be equipped with

⁴ <https://www.canada.ca/en/environment-climate-change/services/managing-reducing-waste/international-commitments/ocean-plastics-charter.html>

⁵ <https://www.canada.ca/en/environment-climate-change/services/managing-reducing-waste/reduce-plastic-waste/canada-action.html>

⁶ Joint Group of Experts on the Scientific Aspects of Marine Environmental Protection (GESAMP), *Sea-based sources of marine litter*, 2021: <http://www.gesamp.org/site/assets/files/2213/rs108e.pdf>

⁷ <https://green-marine.org/certification/>

⁸ Green Marine, *Green Marine Participants*: <https://green-marine.org/members/interactive-map/>

⁹ [Tonnage Measurements \(canada.ca\)](https://www.canada.ca/en/environment-climate-change/services/tonnage-measurements.html)

either an approved sewage treatment plant or an approved sewage comminuting and disinfecting system or a sewage holding tank. The sewage treatment plant installed on a passenger ship intending to discharge sewage effluent in Special Areas should additionally meet the nitrogen and phosphorus removal standard when tested for its Certificate of Type Approval by the Administration (resolution [MEPC.227\(64\)](#), section 4.2).

Unlike sewage, greywater is not currently regulated through the International Maritime Organization under MARPOL Annex IV, but is included in domestic Canadian regulations, through the VPDCR. The VPDCR mandates that vessels built after 2013 and certified to carry more than 500 passengers must treat greywater before discharging within 3 nautical miles from shore. Beyond 3 nautical miles from shore these vessels can discharge untreated greywater, and all other vessels can discharge untreated greywater regardless of location. Furthermore, in the event that ship's wastewater systems combine black and grey waters for treatment, the treatment standards under MARPOL Annex IV do not account for the capture and extraction of microplastics.

Hull coatings

Canada implements the International Convention on the Control of Harmful Anti-fouling Systems on Ships through the Canada Shipping Act, 2001 and the VPDCR. The VPDCR regulates the discharge of harmful substances from vessels in Canadian waters and regulates the use of anti-fouling paint, including through a ban on the use of anti-fouling systems that contains organotin compound that acts as a biocide. There are no bans on microplastics found in anti-fouling systems nor are there requirements for the maintenance of these systems.

1.3 Terminology

Marine litter: means any persistent, manufactured or processed solid material discarded, disposed of or abandoned in the marine and coastal environment. Marine litter can enter the marine environment from land or via aquatic activities such as shipping and fishing.

The acronyms used in this document are listed below:

- Canadian Coast Guard (CCG)
- Canadian Council of Ministers for the Environment (CCME)
- Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC)
- Department of Fisheries, Oceans (DFO)
- Environment and Climate Change Canada (ECCC)
- International Maritime Organization (IMO)
- International Convention for the Prevention of Pollution from Ships (MARPOL)
- Public Services and Procurement Canada (PSPC)
- Transport Canada (TC)

2.0 Reference Documents

TC will provide the following reference materials upon awarding the contract. Most of these documents are publicly available.

- Canada-wide Action Plan on Zero Plastic Waste, Phase 2 (CCME)

-
- IMO Action Plan to Address Marine Plastic Litter from Ships
 - IMO Guidelines for Ensuring the Adequacy of Port Waste Reception Facilities
 - MARPOL Annex IV & Annex V
 - Ocean Plastics Charter
 - Sea-Based Sources of Marine Litter – A Review of Current Knowledge and Assessment of Data Gaps (Final Report of GESAMP Working Group 43)
 - Strategy on Zero Plastic Waste (Canadian Council of Ministers of the Environment)
 - Vessel Pollution and Dangerous Chemicals Regulations
 - 2017 Guidelines for the Implementation of MARPOL Annex V
 - Hull Construction Regulations (C.R.C., c. 1431)
 - Green Marine Environmental Program – Certification Policy
 - Green Marine – 2021 Program Summary – Shipowner
 - Green Marine – 2020 Performance Report
 - Assessing Waste Management Systems in Canadian Ports – Final Report

3.0 Requirements

3.1 Scope of Work

TC is interested in undertaking a marine sector assessment that supports plastic waste reduction through the identification of challenges, best practices, and opportunities. To do so, for each of the following pathways (waste management, wastewater, and marine paints and hull coatings), the consultant will need to identify any existing Canadian marine plastic waste reduction and diversion operational practices adopted by Canadian ship owners and operators, as well as any relevant domestic and/or international best practices. These practices will be evaluated in terms of associated costs (e.g. financial, human resources, time, infrastructure) and effectiveness at diverting plastic litter from the marine environment. Finally, a feasibility analysis will be undertaken to determine which current Canadian marine plastic waste reduction and diversion operational practices are appropriate, where there are gaps, and, when relevant, which identified best practices might be best suited to amend or replace existing practices.

3.2 Tasks

Task 1: Identification of existing Canadian marine plastic waste reduction and diversion operational practices

Using a representative sampling of Canadian ship owners and operators, the consultant will provide a descriptive overview of the current marine plastic waste reduction and diversion operational practices adopted for the following identified pathways:

- on-board waste management
- Wastewater (sewage and greywater) discharge
- Use of hull coatings

The consultant must have a strong sampling methodology for ship owners and operators given historic low response rates for this industry.

The descriptive overview should include information on how each shipping company determines which practices are to be applied (e.g. domestic regulatory framework, internal policies), how are the practices accounted for and monitored, vessel type(s), voyage type(s) (e.g. domestic, international), voyage length(s), and number of crew members/passengers. For each pathway, the consultant should determine which operational practices are adopted by the sampled ship owners and operators to reduce and divert plastic litter from the marine environment. For each practice, the following should be addressed:

- How and to what extent the practice is implemented in terms of policies, procedures, monitoring systems and incentives/disincentives?
 - o How is the practice impacted by international, federal, provincial/territorial, and/or municipal laws and regulations?
- What are the associated costs (e.g. financial, human resources, time, infrastructure)?
- How effective is the practice at diverting macro- and/or microplastic litter from the marine environment?
- Are there any challenges, lessons learned, and/or best practices that have been identified for the practice? Particular consideration should be paid to implementation, monitoring, system alignment between the ship and other actors, and consistency of applicable laws and regulations.

Task 2: Identification of international best practices for marine plastic waste reduction and diversion

The consultant shall identify operational international best practices adopted by other countries, groups of countries, international organizations or any other relevant marine bodies including the international shipping industry for the reduction and diversion of plastic waste from the marine environment for each identified pathway. For each best practice, the consultant should identify:

- The reporting/governance structure (e.g. how is it determined which practices are applied, how are the practices accounted for and monitored)
- Any known or potential costs (e.g. financial, human resources, time, infrastructure)
- Level of effectiveness at reducing and/or diverting plastic waste from the marine environment

Task 3: Feasibility analysis and recommendations

Using the information gathered in Task 1 and Task 2 the consultant shall undertake a feasibility analysis to determine which, if any, of the identified best practices are most appropriate to be considered by the Canadian marine transportation sector. For each of the identified pathways, the feasibility analysis will take into consideration:

- The costs (e.g. financial, human resources, time, infrastructure) and effectiveness of existing Canadian marine plastic waste reduction and diversion operational practices
- Gaps in the domestic regulatory framework and where there are ineffective or no operational practices in place
- The costs and effectiveness of the identified best practices

The feasibility analysis should be able to highlight what current Canadian marine plastic waste reduction and diversion operational practices are appropriate, where there are operational and regulatory gaps, and, when relevant, which identified best practices might be best suited to amend or replace existing practices.

3.2.1 Tasks/Detailed Services

The Contractor will complete the following tasks:

- a) Participate in a Kick-Off Meeting with the Departmental Representative/Technical Authority

Within 1 week of the contract award, the Contractor will meet with the Departmental Representative/ Technical Authority to discuss the project requirements and expectations, refine timelines (if required), confirm roles and responsibilities, the methodology to be used and any changes required to the Initial Work Plan submitted with the Contractor's proposal. The meeting will take place via tele-/videoconference.

- b) Schedule Check-in Meetings Every Two Weeks with the Departmental Representative/Technical Authority

Following the Kick-Off Meeting, the Contractor will schedule check-in meeting every two weeks to provide status updates to the Departmental Representative/Technical Authority, bring forward any issues encountered, and work to identify solutions.

- c) Conduct a Literature Review of Key Documents and Develop Methodology and Work Plan

Within 4 weeks of the contract award, the Contractor will conduct a comprehensive search and review of documents and data sources to examine all key elements of the study. Upon awarding the contract, the Departmental Representative/Technical Authority will provide the Contractor with the reference documents listed in section 2.0. The Contractor will also be expected to identify and review additional sources of information.

The Contractor will also provide the Departmental Representatives/Technical Authority with their proposed methodology and work plan.

- d) Presentation of Proposed Methodology

At the second check-in meeting (within 5 weeks of contract award), the Contractor will present their understanding of the issues to be addressed, as well as how the proposed methodology intends to do so. The Departmental Representatives/Technical Authority will validate and provide clarifications where necessary during the meeting.

- e) Conduct Data Collection

The Contractor will test and adjust, if needed, the data collection instruments (e.g. questionnaires, surveys, government sources, interviews, etc.). The Contractor will subsequently collect the necessary data as outlined in the approved and accepted detailed Work Plan and Final Methodology for the Study. The Departmental Representative/Technical Authority expects to be in regular communication with the Contractor during the data collection phase about the status of the work and be kept apprised of any challenges experienced by the Contractor.

- f) Prepare Progress Report #1

Within 9 weeks of contract award, the Contractor will prepare and submit Progress Report #1.

- g) Prepare Progress Report #2

Within 14 weeks of contract award, the Contractor will prepare and submit a Progress Report #2.

h) Prepare Draft Report

Within 19 weeks of contract award, the Contractor will prepare the draft report that summarizes the work done in Progress Reports #1 and Progress Report #2. The draft report should clearly demonstrate how the conclusions reached relate to the evidence uncovered and the objectives of the study. This report must be accompanied by an executive summary. The report will be submitted to the Departmental Representative/Technical Authority.

i) Prepare Final Report and PowerPoint Presentation

Within 24 weeks of contract award, the Contractor will prepare the final draft of the report and incorporate the comments from all reviewers as collated and synthesized by the Departmental Representative/Technical Authority. The PowerPoint presentation will demonstrate the findings of the study and will be presented to the Departmental Representative/Technical Authority within 2 weeks after the final report is delivered.

3.3 Deliverables and Acceptance Criteria

The Contractor shall provide the following deliverables to the Departmental Representative/Technical Authority in English. The Departmental Representative/Technical Authority will review each deliverable and indicate its concurrence, via email or telephone. If changes are requested, the Contractor will review the deliverables accordingly. Approval from the Departmental Representative/Technical Authority will be required at this stage, prior to proceeding with any subsequent work.

Deliverable 1: Progress Report #1

A Progress report that documents preliminary observations from the data and documentary research and analysis.

Due date: Within 9 weeks from contract award.

Deliverable 2: Progress Report #2

A Progress report that documents the information and data gathered and the preliminary analysis, since Progress report #1.

Due date: Within 14 weeks from contract award.

Deliverable 3: Draft Report

A draft report that synthesizes the results of the various lines of evidence and options to be considered. An executive summary should accompany this report.

Due date: Within 19 weeks from contract award.

Deliverable 4: Final Report and PowerPoint Presentation

The Final Report and PowerPoint Presentation revised and approved in accordance with the Departmental Representative/Technical Authority.

Due date: Within 24 weeks.

3.4 Constraints

Language requirements:

While the deliverables are required in English only, the Department respects the spirit and the letter of the *Official Languages Act*. It is therefore required that for surveys and communication with survey participants, the Contractor ensures that all verbal and written communications are provided in the preferred official language of all participants.

The Contractor must have at least one project team member who has the capacity to communicate effectively orally and in writing in both official languages at an Advanced* level as per the description in Annex 1. This is essential to ensure that it is possible to review all documents and to communicate verbally and in writing in the preferred official language of the study participants. TC reserves the right to evaluate the oral and written linguistic abilities of the Contractor team members.

3.5 Support Provided by Canada

The Departmental Representative/Technical Authority will provide the Contractor with reference materials upon awarding the contract. Other information and data will be provided to the Contractor to facilitate project execution depending on availability and requests from the Contractor. During the meetings indicated in Section 3.2.1 and on an as needed basis, the Departmental Representative/Technical Authority will provide feedback and guidance to facilitate the project.

3.6 Intellectual Property

TC has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

- The Crown will own the foreground intellectual property arising from work under this contract in accordance with exception 4.1 of the federal policy on Title to Intellectual Property arising under Crown Procurement Contracts on the grounds that the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is to generate knowledge and information for public dissemination.

No part of the work can be distributed without prior written consent of the Departmental Representative/Technical Authority.

3.7 Security

There are no Security Requirements applicable to this Service Contract as the Contractor will not have access to any confidential or protected information.

3.8 Work Location and Travel

It is expected that the Contractor will conduct work on the project from their work location. The project does not include a travel requirement and, therefore, the Contractor will be solely responsible for any travel arrangements and travel expenses incurred.

Annex 1

Oral Proficiency Rating Scale

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.

Reading Proficiency Rating Scale

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native reader. Speed and accuracy is often nearly that of a well-educated native reader.

Writing Proficiency Rating Scale

Level	Proficiency	Definition
4	Advanced Professional Proficiency	Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, and subordinates).

ANNEX “B” – BASIS OF PAYMENT

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

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. Schedule of Milestone Payments

Milestone No.	Description of Deliverable	Completion/Due Date	Firm Amount
1	<u>Deliverable 1</u> : Progress Report #1 A Progress report that documents preliminary observations and the data and documentary research and analysis.	Within 9 weeks from contract award	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
2	<u>Deliverable 2</u> : Progress Report #2 A Progress report that documents the information and data gathered and the preliminary analysis, since Progress report #1.	Within 14 weeks from contract award	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
3	<u>Deliverable 3</u> : Draft Report A draft report that synthesizes the results of the various lines of evidence and options to be considered. An executive summary should accompany this report.	Within 19 weeks from contract award	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
4	<u>Deliverable 4</u> : Final Report and PowerPoint Presentation The Final Report and PowerPoint Presentation revised and approved in accordance with the Departmental Representative/Technical Authority.	Within 24 weeks from contract award and must be completed by March 31, 2024	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
Total Firm Price (Total Evaluated Cost)			\$ _____