



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

[diane.jazzar@tc.gc.ca](mailto: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

<b>Title – Sujet</b>	
Literature review assessing deleterious substance discharges	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
T8080-220542	February 06, 2023
<b>Client Reference No. – N° référence du client</b>	
T8838-220170	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à</b> 02:00 PM – 14h00	Eastern Standard Time (EST)
<b>on – le</b> March 03, 2023	Heure Normale de l'Est (HNE)
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
Diane Jazzar	
<b>Area code and Telephone No. Code régional et N° de téléphone</b>	<b>E-mail Courriel</b>
613-866-4767	<a href="mailto:Diane.jazzar@tc.gc.ca">Diane.jazzar@tc.gc.ca</a>
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction</b>	
National Capital Region	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

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

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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](mailto: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.

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## 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](#).

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## 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](mailto: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).

<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



**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**

<p>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):</p> <ol style="list-style-type: none"> <li>a. The name of the client organization</li> <li>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;</li> <li>c. The dates/-duration of the work/project indicating the year/months of engagement by the bidder</li> <li>d. Description of the activities performed by one of the proposed resource team members relevant to the criteria</li> <li>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</li> </ol>
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**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
M1	<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"> <li>• Name of the resource;</li> <li>• 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,</li> </ul>	<p><b>Yes:</b> <input type="checkbox"/></p> <p><b>No:</b> <input type="checkbox"/></p>	

	<p>experience conducting literature reviews, experience assessing testing results, experience in the area of water quality, 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> <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 one (1) resource for the project team. Each resource must have at a minimum a valid undergraduate degree from a Canadian university <b>OR</b> from a recognized institution with a certificate attesting to its equivalency to a Canadian university degree <b>OR</b> a minimum five (5) years of professional-level work experience conducting literature reviews, data collection and analysis.</p>		
<p><b>M2</b></p>	<p>To demonstrate valid undergraduate degree a legible copy of the degree <b>must</b> be included in the bidder's technical proposal.  To demonstrate a minimum of 5 years full-time work experience conducting literature reviews, data collection and analysis, the Bidder <b>must</b> include chronological work experience including dates and explanations of how the work experience will support requirements of the contract and <b>must</b> be clearly identified in the Bidder's technical proposal.</p>	<p><b>Yes:</b> <input type="checkbox"/>  <b>No:</b> <input type="checkbox"/></p>	
<p><b>M3</b></p>	<p>Resource demonstrates experience researching marine transportation issues. Three examples of previous relevant work provided with reference contacts consisting of a full name, email address, and phone number.</p>	<p><b>Yes:</b> <input type="checkbox"/>  <b>No:</b> <input type="checkbox"/></p>	
<p><b>M4</b></p>	<p>The Bidder must demonstrate that the proposed project team has the capacity to communicate effectively orally and in writing in English at an Advanced* level.</p> <p>This requirement can either be demonstrated by:</p> <p>a. Declaration of the first official language.  The bidder will need to sign a declaration of the first official language;  OR</p> <p>b. Proficiency of the Second official language.  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 English.</p> <p>TC reserves the right to evaluate the oral and written linguistic abilities of the facilitators delivering the exercises as required.</p>	<p><b>Yes:</b> <input type="checkbox"/>  <b>No:</b> <input type="checkbox"/></p>	

### 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	Maximum Points	Minimum Points	Bidder Score	Cross Reference to Proposal and or CV
R1	<p><b>Methodology</b>  The Bidder <b>should</b> clearly outline the approach and proposed methodology to meet the requirements as well as the degree of success expected. The approach <b>should</b> 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 <b>should</b> provide details to demonstrate:</p> <ul style="list-style-type: none"> <li>• How the Bidder intends to collect and analyze the information necessary to perform the tasks, including a preliminary description of data collection methods, their limitations, mitigation measures and data sources to be used (<b>max 15 points</b>);</li> <li>• The Bidder offers sound methodologies for literature reviews and demonstrates knowledge of limits of various approaches, including ways to address these to ensure that that project objectives are met (<b>max 15 points</b>); and</li> <li>• Clearly outline standard and typical assumptions made in regards to the methodological approach (<b>max 15 points</b>).</li> </ul> <p><b>Point Allocation:</b>  *Points will be allotted for each bullet item up to a maximum of 15 points in increments of 5.  <b>*No partial points will be awarded</b></p> <p><b>0 points</b> – 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.  <b>5 points</b> - 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.  <b>10 points</b> - The Bidder has addressed some of the requirements related to the methodology but there are</p>	/45 points			

	<p>gaps. The information provided indicates that success in achieving the project's objectives will be limited.  <b>15 points</b> – 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>				
<p><b>R2</b></p>	<p><b>Risk Management Plan</b> – The bidder should present a complete risk management plan that provides mitigation measures (<b>max 15 points</b>).</p> <p>The risk management plan should 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><b>Point Allocation:</b>  *Points will be allotted up to a maximum of 15 points in increments of 5:  <b>*No partial points will be awarded</b>  <b>0 points</b> – No information provided regarding risks, level of risk and mitigation strategy.  <b>5 points</b> - Information provided regarding potential risks, level of risks and /or mitigation strategy is limited and contains significant gaps.  <b>10 points</b> - 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.  <b>15 points</b> - Information provided clearly demonstrates that the Bidder has sufficiently considered the risks, level of risks and defined associated mitigation strategy.</p>	<p>/15 points</p>			
<p><b>R3</b></p>	<p><b>For each of the following areas, the Bidder should propose a 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.</b></p> <ul style="list-style-type: none"> <li>• Conducting literature reviews, collecting and analyzing both qualitative and quantitative data (including socio-economic and statistical analysis, conducting impact and gap analyses) (<b>max 15 points</b>)</li> <li>• Developing reports for intensive literature reviews and analyzing testing results containing findings, conclusions and recommendations (<b>max 15 points</b>)</li> <li>• Conducting projects pertaining to marine transportation, water quality, and in-water</li> </ul>	<p>/60 points</p>			

	<p>cleaning of vessels <b>(max 15 points)</b></p> <ul style="list-style-type: none"> <li>• Proven capability of analysing international, federal, provincial and territorial policy and legislative instruments <b>(max 15 points)</b></li> </ul> <p><b>Point Allocation:</b>  *Points will be allotted for each experience element up to a maximum of 15 points.  <b>*No partial points will be awarded.</b>  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> <ul style="list-style-type: none"> <li>• Less than 1 year (12 months) of experience = 0 pts</li> <li>• &gt;1 and &lt;3 years = 5 pts</li> <li>• &gt;3 and &lt;5 years = 10 pts</li> <li>• 5 years and more = 15 pts</li> </ul>				
R4	<p><b>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:</b></p> <ol style="list-style-type: none"> <li>2 points for including a table of contents for the proposal;</li> <li>2 points for ensuring evidence of qualifications and experience (i.e. a photograph of an undergraduate degree) are legible;</li> <li>2 points for clearly labelling and explaining figures/tables/images;</li> <li>2 points for ensuring the grammar, spelling and punctuation do not impede a reader's ability to evaluate the proposal;</li> <li>2 points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Requirements in the RFP.</li> </ol> <p><b>*No partial points will be awarded.</b></p>	/10 points			
	<p><b>Total Point Rated Technical Criteria</b>  <b>The minimum required overall score is 91 points out of a possible 130 points.</b></p>	<b>/130 points</b>			

## **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 \(2022-12-01\)](#) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### **6.3.2 Supplemental General Conditions**

[4007 \(2022-12-01\)](#) 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](mailto: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 \(2022-12-01\)](#) – Canada to Own Intellectual Property rights in Foreground Information.
- (c) the general conditions [2010B \(2022-12-01\)](#) – 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)

### Literature review assessing deleterious substance discharges for in-water cleaning of vessels and regulated Canadian industry

#### 1.0 Scope

##### 1.1. Objective:

Transport Canada (TC) is looking to determine thresholds applicable to Canadian aquatic environments for deleterious substances commonly released during in-water cleaning (IWC) of vessels, such as copper, zinc, and heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin), as well as identify any knowledge gaps.

##### 1.2. Background:

Transport Canada is working to protect Canadian waters by limiting the introduction and spread of aquatic invasive species through marine shipping, including vessel biofouling.

“Biofouling” happens when microorganisms, plants, algae, and animals build-up on structures that are exposed to an aquatic environment, like a vessel's hull. Vessel's biofouling can bring foreign species to Canadian waters, or move them between ecosystems within Canada. These species can become invasive and harmful in their new environments.

There are numerous methods to control and manage the accumulation of biofouling, though anti-fouling coatings are the dominant method for preventing biofouling growth on vessels. Anti-fouling coatings are paints that may contain biocides, chemicals that prevent aquatic organisms from settling or surviving on the vessel. The biocides (copper & zinc) found in anti-fouling paints as well as other compounds found in anti-fouling paint (heavy metals) can pose risks to water quality when released through normal operations, or when a vessel hull is cleaned in-water.

Cleaning vessels in-water can be an important part of managing biofouling. Biofouling also increases a vessel's drag, which leads to more fuel consumption and higher operating costs, cleaning can represent savings to vessel owners. In-water cleaning is often broken down into two categories: with capture, and without capture. New advanced technologies using state-of-the-art capture and filtration systems can mitigate the water quality and aquatic invasive species risks. Currently there are no service providers in Canada that use these technologies.

As part of the Ocean Protection Plan, TC is developing options for a long-term national approach on the control and management of vessels' biofouling that is aligned with the International Maritime Organisation's revised direction and scientific research conducted to fill knowledge gaps on vessel biofouling and its mitigation measures. This may include potential new domestic regulatory requirements, including on in-water cleaning of vessels.

As an interim measure, TC developed *Voluntary Guidance for Relevant Authorities on In-Water Cleaning of Vessels*, which outlines recommended best practices for environmentally responsible in-water cleaning operations, promotes the use of advanced clean and capture technologies in certain circumstances and highlights the current legislative framework. Under the *Fisheries Act* it is prohibited to release deleterious substances into water frequented by fish unless it is authorized via regulations. Such regulations do not exist for the in-water cleaning of vessels and therefore the voluntary guidance instructs everyone involved in in-water cleaning to follow all applicable municipal, provincial or territorial, and federal laws, including the Fisheries Act. Potential regulations would need to specify maximum allowable thresholds of deleterious substances associated with the activity.

Recognizing that advanced technologies cannot completely prevent the release of deleterious substances, Transport Canada (TC) is therefore looking to determine thresholds applicable to Canadian aquatic environments for deleterious substances commonly released during in-water cleaning (IWC) of vessels, such as copper, zinc, and heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin), as well as identify any knowledge gaps.

In Canada, threshold levels for the release of deleterious substances are often based on the Canadian Council of Ministers of the Environment (CCME)'s [Canadian Environmental Quality Guidelines](#) (CEQGs) CEQGs; however, there are currently no CEQG for the release of [copper or zinc into marine waters](#). The literature review will aim to address knowledge gaps in the absence of these guidelines.

Finally, TC's initiative to fill knowledge gaps on deleterious substances commonly released during in-water cleaning of vessels is aligned with other domestic and international initiatives to increase environmentally safe in-water cleaning. Public Services and Procurement Canada (PSPC) have collaborated with the Canadian Coast Guard (CCG) and the Department of National Defense (DND) to publish a request for supply arrangement for in-water cleaning service providers to clean the government's fleet. Globally, the International Maritime Organization (IMO) is revising their Biofouling Guidelines and the new version is anticipated to contain in-water cleaning recommendations.

### 1.3. Terminology:

**Anti-fouling system:** a coating, paint, surface treatment, surface, or device that is used on a ship to control or prevent unwanted organisms from attaching.

**Biocide:** a chemical that prevents aquatic organisms from settling or surviving. Biocides are sometimes a part of anti-fouling coatings or used in secondary treatment.

**Biofouling:** a build-up of aquatic organisms like micro-organisms, plants, and animals on surfaces and structures that are in or exposed to the aquatic environment. Biofouling includes microfouling and macrofouling.

**Contaminant:** any substance that occurs in the environment from human activities that could have a negative impact on the environment.

**In-water cleaning:** physically removing biofouling and/or surface deposits from submerged surfaces, "in-water" refers to the parts of a vessel that are either below the summer load line or normally submerged.

The acronyms used in this document are listed below:

- Aquatic Invasive Species (AIS)
- Canadian Coast Guard (CCG)
- Department of National Defense (DND)
- International Maritime Organization (IMO)
- 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.

### 2.1 Canadian Reference Documents:

- [In-Water Vessel Cleaning – Request for Supply Arrangement](#)
- [Canada Shipping Act, 2001](#) (S.C. 2001, c. 26)
- [Fisheries Act](#) (R.S.C., 1985, c. F-14)
- [Vessel Pollution and Dangerous Chemicals Regulations](#) (SOR/2012-69)
- [Aquaculture Activities Regulations](#) (SOR/2015-177)
- [Aquatic Invasive Species Regulations](#) (SOR/2015-121)
- [Authorizations Concerning Fish and Fish Habitat Protection Regulations](#) (SOR/2019-286)
- [Ballast Water Regulations](#) (SOR/2021-120)
- [Conditions for Making Regulations Under Subsection 36\(5.2\) of the Fisheries Act, Regulations Establishing](#) (SOR/2014-91)
- [Experimental Lakes Area Research Activities Regulations](#) (SOR/2014-95)
- [Fish Toxicant Regulations](#) (SOR/88-258)
- [Management of Contaminated Fisheries Regulations](#) (SOR/90-351)

- [Metal and Diamond Mining Effluent Regulations \(SOR/2002-222\)](#)
- [Newfoundland and Labrador Fishery Regulations \(SOR/78-443\)](#)
- [Order Declaring that the Wastewater Systems Effluent Regulations Do Not Apply in Quebec \(SOR/2018-194\)](#)
- [Pacific Aquaculture Regulations \(SOR/2010-270\)](#)
- [Pulp and Paper Effluent Regulations \(SOR/92-269\)](#)
- [Wastewater Systems Effluent Regulations \(SOR/2012-139\)](#)
- [Copper Water Quality Guideline for the Protection of Marine and Estuarine Aquatic Life](#)

## 2.2 International Reference Documents:

- [IMO's Guidelines for the control and management of ships' biofouling to minimize the transfer of invasive aquatic species](#)
- [SLC Article 4.8. Biofouling Management to Minimize the Transfer of Nonindigenous Species from Vessels Arriving at California Ports](#)
- [2013 Vessel General Permit \(VGP\)](#)
- [Water Act](#)
- [Guidance on Hull Cleaning in Washington State Waters](#)
- [Washington State Hull Cleaning Advisory Flyer](#)
- [Hawaii State Regulations and In Water Cleaning of Vessels](#)
- [Australian biofouling management requirements](#)
- [Australian toxicant default guideline values](#)
- [Chemical contaminant risks associated with in-water cleaning of vessels](#)

## 3.0 Requirements :

### 3.1 Scope of Work:

TC is interested in undertaking a literature review study to understand the deleterious substances released by in-water cleaning through an analysis of deleterious substances discharges from in-water cleaning of vessel hulls. The literature review will provide a comparison of these discharge levels with other Canadian industries regulated under section 36(3) to (6) of the [Fisheries Act](#), water quality guidelines in domestic and international jurisdictions (provincial, state, national, and international), existing IWC testing data, and academic sources on safe limits for aquatic environments for copper, zinc, and heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin). The summary analysis will also highlight where there are knowledge gaps. To do so, the contractor must:

1. Identify:
  - any existing regulated Canadian industry or water quality guidelines that have concentration limits for copper, zinc and identified heavy metals,
  - any American states, other countries, groups of countries, or international organizations that have water quality legislation or guidelines related to these substances;
  - the levels of copper, zinc, and identified heavy metals found in the effluent discharged from IWC activities; and,
  - academic sources that describe safe limits to prevent harm to aquatic environments from copper, zinc and identified heavy metals.
2. Evaluate these substance discharges in terms of type of aquatic environment (e.g. salt water, fresh water, brackish water, arctic, tropical) and supporting documentation on harms to the aquatic environment. Identify knowledge gaps where there is insufficient information to evaluate.

### 3.2 Tasks:

#### Task 1: Identification of existing Canadian aquatic deleterious substance discharges

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Using Canadian legislation, including water quality guidelines, Provincial and Territorial legislation and federal regulations made under the *Fisheries Act*, the contractor must provide a descriptive overview of the current legislative framework of regulated discharges in Canadian waters, highlighting the biocides and heavy metals commonly found in anti-fouling coatings, including:

- copper
- zinc
- heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin)

TC will provide the contractor a non-exhaustive list of relevant Canadian legislation and water quality guidelines. The descriptive overview should include for each regulated industry information on what the acceptable discharge levels for the relevant deleterious substances are, what type of aquatic environment the discharges occur in (salt, fresh, brackish, etc) and where these discharges are happening (e.g. port, rural municipality). The overview of water quality guidelines should specify whether the established levels are for a particular type of aquatic environment and whether the levels are for acute or chronic exposure.

### **Task 2: Identification of international frameworks for deleterious substance discharges**

The contractor must identify international legislation, water quality guidelines or best practices adopted by American states, other countries, groups of countries, or international organizations for the discharge of deleterious substances associated with in-water cleaning of vessels into the aquatic environment. For each jurisdiction, the contractor must provide a descriptive overview of the current legislative framework of deleterious substance discharges, highlighting the biocides and heavy metals commonly found in anti-fouling coatings, including:

- copper
- zinc
- heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin)

TC will provide the contractor with a non-exhaustive list of relevant international legislation, best practices and guidelines. Given that water quality and in-water cleaning are rapidly evolving fields the contractor will be expected to undertake an exhaustive review of primary sources (ie/ legislation of other countries) rather than relying on existing secondary sources that are frequently out of date (ie/ articles or publications summarizing the global legislative framework). Not all primary sources will be available in English or French, although fluency in other languages is not expected from the contractor, the contractor must be skilled in the use of research and translation tools to enable a thorough search. The descriptive overview should include information on what the acceptable discharge levels for the relevant deleterious substances are, whether the identified acceptable level is for freshwater environments, saltwater environments, or both. The contractor must also determine which power is used to legislate (ie/ water quantity, health of fish, protected areas, biosecurity). The overview of water quality guidelines should specify whether the established levels are for a particular type of aquatic environment and whether the levels are for acute or chronic exposure.

### **Task 3: Identification of safe levels of deleterious substance discharges**

The contractor must identify academic sources for threshold levels of deleterious substances that are toxic to aquatic life. For each deleterious substance, the contractor must provide a descriptive overview of the scientific understanding of threshold levels including relevant characteristics such as the type of aquatic environment, water temperature, etc highlighting the biocides and heavy metals commonly found in anti-fouling coatings, including:

- copper
- zinc
- heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin)

TC will provide a non-exhaustive list of academic resources. The contractor must undertake an exhaustive review of academic sources, they are expected to have access to academic journals and be well versed in good research practices. The descriptive overview should include information on threshold levels of deleterious substances that are toxic to aquatic life and whether the established levels are for a particular type of aquatic environment and whether the levels are for acute or chronic exposure.

#### **Task 4: Analysis of IWC industry testing results**

Transport Canada will reach out to IWC service providers to collect existing IWC testing data. For each deleterious substance, the contractor must provide a descriptive overview of average release rates among technologies with relevant characteristics such as the type of aquatic environment, water temperature, etc highlighting the biocides and heavy metals commonly found in anti-fouling coatings, including:

- copper
- zinc
- heavy metals (antimony, arsenic, cadmium, chromium, iron, lead, manganese, mercury, nickel, silver, tin)

TC will contact IWC service providers to collect existing IWC testing data and a provide a Non-Disclosure Agreement to protect commercially sensitive information. The contractor must be expected to analyze data from IWC service providers, with TC providing the collected data and coordinating NDAs. The descriptive overview should include information on what discharge levels were for testing and documentation on testing methodology used, if available.

#### **Task 5: Feasibility analysis and recommendations**

Using the information gathered in Task 1, Task 2, Task 3, and Task 4, the contractor must undertake a feasibility analysis to determine which, if any, of the identified deleterious substance discharge thresholds are most appropriate to be considered for the Canadian aquatic environment. For each of the identified deleterious substances, the feasibility analysis will take into consideration:

- type of aquatic environment (salt, fresh, brackish)
- environmental conditions (ex. weather, air temperature, water currents)
- substance characteristics (ex. bioaccumulation, fat soluble, water soluble)

The feasibility analysis should be able to highlight what thresholds for each deleterious substance may be relevant to Canadian aquatic environments and where there are knowledge gaps.

#### **3.2.1 Tasks/Detailed Services**

The Contractor will complete the following tasks:

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

Within 2 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, and any changes required to the Initial Work Plan submitted with the Contractor's proposal. The meeting will take place via 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) **Collect Literature, Key Documents and Develop Work Plan**

Within 5 weeks of the contract award, the Contractor will conduct a comprehensive search 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.

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The Contractor will also provide the Departmental Representatives/Technical Authority with their proposed work plan to analyze the sources identified in the literature review, and the data provided by IWC service providers.

d) Presentation of Proposed Methodology

At the second check-in meeting (within 6 weeks of contract award), the Contractor will present their understanding of the issues to be addressed, as well as the proposed sources and analysis methods. The Departmental Representatives/Technical Authority will validate and provide clarifications where necessary during Draft Report

Within 22 weeks of contract award, the Contractor will prepare the draft report that summarizes the work done, it should clearly demonstrate how the conclusions reached relate to the evidence uncovered and the objectives of the study. The report will be submitted to the Departmental Representative/Technical Authority.

e) Final Report and PowerPoint Presentation

Within 28 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. The Final Report must be provided in MS Word and the Presentation Deck must be provided in PowerPoint. The final report and PowerPoint presentation must adhere to common accessibility standards.

3.3. Deliverables, timelines 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 videoconference. 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: Methodology and Sources

A list of proposed sources and corresponding methodology to be considered for analysis of the source data.

Due date: Within 6 weeks from the contract award.

Deliverable 2: 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 22 weeks from contract award.

Deliverable 3: 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 28 weeks from contract award for the Final Report, within 30 weeks from contract award for the PowerPoint Presentation



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#### 3.4. Constraints:

N/A

#### 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 TC Project 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.

#### 3.9. Contract Period

The work will start from the date of contract award and the contract must be completed on or before **March 31, 2024**.

#### 3.10. Method and Source of Acceptance

All deliverables rendered under this contract are subject to review and acceptance by the Departmental Representative. TC will provide comments for each deliverable within 10 business days. Should any deliverables not be to the satisfaction of the Departmental Representative, the Departmental Representative has the right to reject it or require modification before the last payment is authorized.

### 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	Kick off meeting Presentation of workplan	No later than March 25, 2023	\$ _____ (30% of total firm price) <i>– amount to be inserted by Bidder</i>
2	<u>Deliverable 1</u> : Progress Report #1 A list of proposed sources and corresponding methodology to be considered for analysis of the source data.	Within 6 weeks from contract award	\$ _____ (10% of total firm price) <i>– amount to be inserted by Bidder</i>
3	<u>Deliverable 2</u> : 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 22 weeks from contract award	\$ _____ (30% of total firm price) <i>– amount to be inserted by Bidder</i>
4	<u>Deliverable 3</u> : Final Report and PowerPoint Presentation The Final Report and PowerPoint Presentation revised and approved in accordance with the Departmental Representative/Technical Authority.	Within 30 weeks from contract award and must be completed by March 31, 2023	\$ _____ (30% of total firm price) <i>– amount to be inserted by Bidder</i>
Total Firm Price <i>(Total Evaluated Cost)</i>			\$ _____