



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

fanie.charron@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	
Assessment of the Cumulative Sociocultural Effects of Marine Activities	
Solicitation No. – N° de l'invitation	Date
T8080-220262	March 2, 2023
Client Reference No. – N° référence du client	
T8010-220105	
GETS Reference No. – N° de référence de SEAG	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02:00 PM – 14h00	Eastern Daylight Time (EDT)
on – le April 12, 2023	
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 :	
Fanie Charron	
Area code and Telephone No. Code régional et N° de téléphone	E-mail Courriel
343-574-8173	fanie.charron@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Quebec	

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 fanie.charron@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: fanie.charron@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);

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.

4.1.3 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$50,000.00 (50).

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

The compliance of proposals 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, Section 1 - Technical Bid.

Table 1: Format required to demonstrate experience
All work experience or project experience performed in the last ten (12) years and used by the Bidder to demonstrate compliance with the evaluation criteria must be presented using the format of this table.
If the Bidder cites a project, the project and the work period of the resource must have lasted at least two (2) months.
<ol style="list-style-type: none">a. The name of the client organization;b. The date, duration of the work or project, indicating the years and months in which the proposed resource participated;c. A description of the project, including the scope and elements of the framework, and the results of the work undertaken by the proposed resource;d. A description of the activities performed by the proposed resource; ande. The name, title and email address of a contact person in the client organization who can validate the projects or experience.

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

Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

2. Mandatory Technical Criteria (M)

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

Each mandatory technical requirement 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, including the reference pages where the criteria are covered.

No.	Mandatory Technical Criteria	Bidder Response / Cross Reference to Proposal and/or CV	Met / Not Met
M1	<p>BIDDER'S TEAM</p> <p>The Bidder must provide a team of at least 2 resources to carry out the work, including the team member who will be the Project Manager/Team Lead for this project.</p> <p>For each project, the Bidder should include:</p> <ul style="list-style-type: none"> - A resumé including at least education, employment history, fields of expertise and relevant experience. - The resource's role and responsibilities on the project. <p>The two proposed resources must have the language capabilities in French and English set out in section 13 of the Statement of Work by clearly stating in their resumé (or bid) their oral and written capabilities in both languages.</p>		
M2	<p>PROJECT MANAGER/TEAM LEAD QUALIFICATION</p> <p>The Bidder must demonstrate that the Project Manager / Team Lead has the following qualifications:</p> <p>A) A minimum of a master's degree from a recognized postsecondary institution. A copy of the diploma must be submitted with bid.</p> <p>B) A minimum of five (5) years' experience, using the format of Table 1, in research and analysis in the two following fields combined:</p> <ol style="list-style-type: none"> 1. Assessing cumulative effects on Indigenous communities, preferably with respect to marine activities. 2. Environmental issues related to water. <p>C) Experience working with First Nations and Indigenous knowledge.</p>		

M3	EXPERIENCE OF TEAM MEMBERS The Bidder must clearly demonstrate in their bid that they have completed, during the ten (10) years preceding the RFP closing date, a minimum of three (3) research projects in the field of social sciences. <u>Completed</u> means that the research has been completed and compiled, the data and information has been analyzed, results obtained and a report has been prepared. The projects and the contribution of the member(s) of the proposed team must be presented in the format shown in Table 1. The Bidder must also demonstrate that they have experience (at least one (1) year) working with Indigenous communities in Quebec, within the five (5) years preceding the RFP closing date.		
M4	WORK PLAN The Bidder must submit a draft work plan demonstrating how it will complete the project tasks and the deliverables as described in the Statement of Work. The following information must be included: a) The Bidder's approach to collaboration and cocreation for the project; b) The project management structure; and c) The way in which OCAP (ownership, control, access and possession) principles are applied with respect to First Nations.		

3. Point-Rated Technical Criteria (R)

Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables below.

Bids that fail to meet the minimum number of points required in each rated criterion will be considered non-responsive. Each point-rated technical criterion should be addressed separately.

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimum Score	Bidder Score
R1	<p>TEAM LEAD/PROJECT MANAGER EXPERIENCE</p> <p>The Bidder should demonstrate, in the format shown in <u>Table 1</u>, that the proposed Project Manager / Team Lead, identified in M1, has experience in conducting analytical research in <u>three (3) or more</u> of the following areas, a) and b) being essential:</p> <ul style="list-style-type: none"> a) Assessment of cumulative sociocultural effects; b) Indigenous Peoples/communities; c) Participatory action research; d) Development of tools for analysis, integration and decision-making; and e) Land planning. <p>Rating Scale 0 to < 4 years = 0 pts 4 to < 6 years = 9 pts 6 to < 8 years = 12 pts 8 or more years = 15 points</p>		15	9	

<p>R2</p>	<p>TEAM LEAD/PROJECT MANAGER – PROJECT EXPERIENCE</p> <p>The Bidder should demonstrate that the proposed Project Manager / Team Lead, designated in M1, has <u>completed</u>, in the ten (10) years prior to the RFP closing period, one (1) <u>project</u> in the format of Table 1 in one (1) or more of the following areas (A to H):</p> <p>This project will be scored out of 40 points. No experience demonstrated equals zero (0) points, and demonstrated experience equals five (5) points for each of the criteria in the rating scale below (A to H).</p> <p><u>Rating Scale</u></p> <ul style="list-style-type: none"> a. Experience in the assessment of cumulative sociocultural effects (consequences of human activity for the human environment): (0 or 5 pts) b. Experience in qualitative research methods: (0 or 5 pts) c. Experience working with Indigenous communities and their knowledge: (0 or 5 pts) d. Experience in multidisciplinary research (sociocultural and environmental issues): (0 or 5 pts) e. Experience with a collaborative approach: (0 or 5 pts) f. Experience in the development of tools for analysis, integration and decision-making: (0 or 5 pts) g. Experience in reporting and presenting results and conclusions: (0 or 5 pts) h. Experience in Quebec: (0 or 5 pts) 		<p>40</p>	<p>25</p>	
<p>R3</p>	<p>BIDDER TEAM'S SIMILAR PROJECT EXPERIENCE (OTHER THAN THE TEAM LEAD)</p> <p>The Bidder should demonstrate that at least one member of its team, other than the Project Manager / Team Lead designated in M1, has completed within the eight (8) years preceding the RFP closing date, a minimum of one (1) project presented in the format shown in Table 1, that has the following characteristics:</p> <p>Each characteristic and the applicable points listed below (from A to E) for the project will be evaluated. No experience demonstrated equals zero (0) points.</p> <p><u>Rating Scale</u></p> <ul style="list-style-type: none"> a) Experience in the analysis of issues surrounding communities: (0 or 7 points) b) Experience in thematic or qualitative analysis (including interviews and valorization of acquired knowledge): (0 or 5 points) c) Experience in assessing impacts in watercourses and/or riparian environments: (0 or 5 points) d) Experience in designing or implementing assessment methodologies: (0 or 5 points) e) Experience in exploring and/or developing tools to capture and synthesize the complexity of potential effects (0 or 3 points). 		<p>25</p>	<p>15</p>	

R4	WORK PLAN		25	15															
	<p>The Bidder should provide a narrative description of the proposed approach in the form of a draft work plan.</p> <p>Components A to C of the work plan will be rated based on Table 2. Component D will be rated as set out below.</p> <p>a) Proposed approach for codeveloping the methodology used to assess the cumulative effects of marine activities on Indigenous communities in the Estuary and Gulf of St. Lawrence in relation to the Statement of Work (up to 5 points maximum)</p> <p>b) Proposed approach for performing the tasks and meeting the deadlines set out in section 8 of the Statement of Work, including, but not limited to: identification of staff, assignment of responsibilities and level of effort (up to 5 points maximum).</p> <p>c) Approach that is flexible enough to for work to be carried out in a collaborative environment in case of possible changes in scope, that respects the First Nations' OCAP principles (up to 5 points maximum).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Table 2 – Rating Scale</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td>No information provided.</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Information provided demonstrates a limited understanding of the project's sub-criteria and objectives.</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Information provided demonstrates some understanding of some elements of the project's sub-criteria and objectives.</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Information provided demonstrates an understanding of most elements of the project's sub-criteria and objectives.</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Information provided clearly demonstrates an understanding of all elements of the project's sub-criteria and objectives.</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Information provided demonstrates a full range of in-depth understanding of all elements of the project's sub-criteria and objectives.</td> </tr> </tbody> </table> <p>d) Demonstration of an already-established relationship with Indigenous communities in the Estuary and Gulf of St. Lawrence. A letter of support is considered an asset (0 pt = no relationship, 5 pts = disclosed relationship or 10 pts = letter of support)</p>	Table 2 – Rating Scale		0	No information provided.	1	Information provided demonstrates a limited understanding of the project's sub-criteria and objectives.	2	Information provided demonstrates some understanding of some elements of the project's sub-criteria and objectives.	3	Information provided demonstrates an understanding of most elements of the project's sub-criteria and objectives.	4	Information provided clearly demonstrates an understanding of all elements of the project's sub-criteria and objectives.	5	Information provided demonstrates a full range of in-depth understanding of all elements of the project's sub-criteria and objectives.				
Table 2 – Rating Scale																			
0	No information provided.																		
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3	Information provided demonstrates an understanding of most elements of the project's sub-criteria and objectives.																		
4	Information provided clearly demonstrates an understanding of all elements of the project's sub-criteria and objectives.																		
5	Information provided demonstrates a full range of in-depth understanding of all elements of the project's sub-criteria and objectives.																		

Maximum available points	105	
Bidder score (*)		Pass: <input type="checkbox"/> Fail: <input type="checkbox"/> (Insert number(s) of criteria that have not meet the required minimum)

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

[4006](#) (2010-08-16) Supplemental General conditions - Contractor 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 from the contract award date to December 31, 2024.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Fanie Charron
Procurement Specialist
Transport Canada
275 Sparks Street, Ottawa, ON K1A 0N5
Tel: 343-574-8173
E-mail: fanie.charron@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);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
 - a. A copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the email address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4006](#) (2010-08-16) – Contractor 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
- (h) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s) including its Inuit Benefits Plan. (if applicable)*).

6.12 Insurance

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

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - STATEMENT OF WORK

1. TITLE

Assessment of the Cumulative Sociocultural Effects of Marine Activities on Indigenous Communities in the Estuary and Gulf of St. Lawrence

2. OBJECTIVE

Transport Canada requires the services of a social sciences contractor to work with an Indigenous working group to assess the cumulative sociocultural effects of marine activities on Indigenous communities in the Estuary and Gulf of St. Lawrence in Quebec.

This project, in addition to the work carried out by the team at Laval University in collaboration with five Indigenous communities along the St. Lawrence River during the first phase, will support Transport Canada in the assessment of the cumulative sociocultural effects of marine activities in Quebec, and will make it possible to identify tools to aid with decision-making and mitigation strategies applicable to current vessel movements, the development of future projects and land planning. This will be done in a collaborative manner to ensure coordination between First Nations, scientists and government organizations and to make evidence-based decisions.

3. BACKGROUND

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

Since it was launched in 2016, the Oceans Protection Plan (OPP) enabled the Government of Canada to strengthen protections for our coasts and wildlife, improve marine traffic and incident management and advance partnerships with Indigenous communities. On July 19, 2022, the Prime Minister announced the next phase of the OPP, with a new investment of \$2 billion over nine years.

Through the OPP, the Government of Canada is committed to preserving and restoring coastal marine ecosystems that are vulnerable to increased marine shipping, while reducing the impact of day-to-day vessel traffic. Many concerns have been expressed about the increase in marine transportation and the impact of other marine activities (a sector of industry that can be a major source of human impact) on coastal and marine ecosystems and on the way of life of Indigenous communities.

To facilitate better coordination, Transport Canada and the Government of Quebec, through the St. Lawrence Action Plan, have joined forces to develop and implement a common framework for assessing the cumulative effects of current and future marine activities on the St. Lawrence, while encouraging close collaboration with First Nations, marine stakeholders and coastal communities.

Transport Canada has been working with Indigenous communities, marine industry stakeholders and coastal communities since 2017 and will continue to organize collaborative workshops to ensure that all parties are equally involved throughout the project.

4. TERMINOLOGY

The specific terminology used to refer to the following elements varies from one assessment framework to another; in addition, the elements are sometimes described differently or subdivided in different ways, but the basic concepts are almost universal.

Activities: Things that humans do, such as dredging and marine transportation.

Valued components: Specific parts of the human, biotic, or physical environment that are considered important because of their cultural, social, aesthetic, economic or scientific value, such as sites of cultural interest or attachment to the land.

5. REFERENCES

Many data sources can be used in this initiative. Transport Canada will provide the Contractor with copies of general documents and studies as required to facilitate the completion of this analysis, including, but not limited to, the following:

Previously published documents of interest that are available on the Internet:

- Final report on assessment of cumulative effects on biophysical components carried out by ULaval: <https://effetscumulatifsnavigation.github.io/Rapport/>
- National Framework for Assessing the Cumulative Effects of Marine Shipping (2022): https://tc.canada.ca/sites/default/files/2022-06/tc_marineshipping_en.pdf
- 2014 Scientific Advisory Report (carried out by the DFO) on the pathways of effects for shipping: https://www.dfo-mpo.gc.ca/csas-sccs/publications/sar-as/2014/2014_059-eng.html
- ESSA Technologies' Evaluation of Cumulative Effects Assessment Methodologies for Marine Shipping: https://buyandsell.gc.ca/cds/public/2021/03/22/d928ac864d30c09f4c8d180293daa5d3/appendix_c-en_essa_technologies_evaluation.pdf
- Report entitled *Review of cumulative effects management concepts and international frameworks* (2017); [Assessing the cumulative effects of marine shipping \(canada.ca\)](#)

Documents to be provided when the contract is awarded:

- Minutes from engagement sessions on the cumulative effects of marine vessel activities held in the Québec area.
- Final report on assessment of cumulative effects on biophysical components carried out by ULaval.

6. DESCRIPTION OF REQUIREMENTS

The Contractor must cocreate, with an Indigenous working group, a methodology to analyze the cumulative sociocultural effects of marine activities that will complete and be based on the approach used to analyze cumulative sociocultural effects developed in Phase I with five Indigenous communities along the river, which will be presented to the various collaborators.

Using this methodology, the Contractor must document the role and importance of the river for the Indigenous communities in the Estuary and Gulf of St. Lawrence in Quebec in order to better understand the cumulative effects of navigation on those communities.

Following this assessment, the Contractor must produce a report including the approach, methodology and lessons learned in relation to the river and the effects of marine activities on the Indigenous communities, which will be presented to the different collaborators.

The Contractor must work with the First Nations during various workshops in order to properly integrate the comments and input of each. The Consultant must have expertise in social sciences, work experience with the Indigenous communities in the Estuary and Gulf of St. Lawrence, experience in projects that promote Indigenous knowledge and a good knowledge of cumulative effect analysis processes. Having an established relationship with Indigenous communities is also an asset.

7. SCOPE

The Contractor must provide an assessment of the cumulative effects of marine activities on one or more sociocultural component identified by the Indigenous communities in the Estuary and Gulf of St. Lawrence involved in the project. This study will promote a shift toward a more proactive and holistic approach to planning and managing marine activities.

Collaboration with First Nations and the integration of Indigenous knowledge are a requirement. In particular, the Contractor must use the discussions and conclusions of the workshops with First Nations representatives as a basis for the development of the project. Indigenous knowledge must be used to properly analyze the changes to the environment and improve understanding of the cumulative effects.

8. DETAILED SERVICES AND TASKS

The Contractor must carry out the following tasks and activities:

8.1. Project launch, work planning and progress meetings

A virtual kick-off meeting will be held within two (2) weeks following contract award. The purpose of the meeting is, at a minimum, to discuss the work plan and proposed approach, resource allocation and the Contractor's schedule. The timing for the submission of the first progress report (see below) will be determined at the kick-off meeting. The Contractor must submit a preliminary work plan for approval by the Project Authority in the week following the launch meeting.

Furthermore, the Contractor must plan meetings/teleconferences with the Project Authority (and other members of their team if needed) once every two weeks (according to needs) to provide an update on the project and/or preliminary results. This may include:

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

Issues, problems and warnings must be reported to the Project Authority as they arise.

8.2. Indigenous working group

In a workshop/webinar planned in Spring-Summer 2023, the Contractor must initiate talks with representatives from the Indigenous communities and confirm the social component(s) that will be covered by the analysis. The Contractor must provide the participants with the discussion materials before the workshop so that they can prepare.

Workshops (approximately 6) with the working group must also be planned in order to discuss the methodology used for the assessment and knowledge-sharing tools.

The final report is to be presented at a workshop in September-October 2024. The Contractor must submit the report to Transport Canada in December 2024.

8.3 Methodology cocreation

Transport Canada requires the services of a Contractor in social sciences to cocreate an analysis methodology in collaboration with Indigenous representatives and assess the cumulative sociocultural effects of marine activities in the Estuary and Gulf of St. Lawrence in Quebec.

The analysis methodology used must be capable of the following:

- Valorize traditional Indigenous knowledge collected from the Indigenous communities by the Contractor and/or Indigenous collaborators;
- Use different types of knowledge/data, namely qualitative data;
- Acknowledge Indigenous realities;
- Include lived experiences of people with respect to marine traffic;
- Assess the impact on the human experience; and
- Assess implications on social components.

8.4 Cumulative sociocultural effects assessment

This assessment must include a portrait of the situation for the social and human components, the relationship that the Indigenous communities maintain with the St. Lawrence river, estuary and gulf, and the analysis of the cumulative effects on the communities.

The scope of the analysis is determined by the following elements:

- Expectations and concerns of the Indigenous communities;
- Needs and expected outcomes for the project and the values that need to guide it;
- Collaboration methods between participants;
- Existing and documented knowledge;
- Methodologies to use in sharing knowledge and modes for exchanging lessons learned; and
- Marine activities that may have an effect on sociocultural components.

The knowledge collected and results must be made available for broadcast to local communities where the sharing activities were carried out.

8.5 Preliminary report

The Contractor must present the preliminary results/observations to Transport Canada and the working group for questions and comments in May 2024.

8.6 Final report

The Contractor must provide a final report and present the results to the collaborators in December 2024.

9. DELIVERABLES SCHEDULE AND ACCEPTANCE CRITERIA

Step No.	Description or "deliverable"	Due date or "delivery date"
1	Launch and preparation of the schedule and work plan	Two (2) weeks after contract award
2	Working group kick-off workshop	Spring-Summer 2023
3	Minutes of the first meeting of the working group and Workshop 1	August 2023
4	Summary of existing knowledge and knowledge-sharing methodologies	December 2023
5	Preliminary report	May 2024
6	Presentation of the final report at a workshop	September-October 2024

The Project Authority will review each deliverable and indicate approval and acceptance of the deliverable or the need for Contractor revisions.

In addition to providing the expected deliverables, the Contractor is responsible for the following activities: ensuring that the work is properly planned, organized and carried out by experienced and competent staff; arranging appropriate meetings as required; and providing its own administrative and logistical support.

10. FORMAT OF DELIVERABLES

The Contractor will provide the following documents in French by email to the Project Authority:

- Digital copies of the final report in Microsoft Word and PDF formats;
- A full list and provision of reference materials/bibliography and data sources;
- The methodology developed to support the analysis, including explanations and references; and
- A format that optimizes access to and sharing of knowledge with multiple organizations.

11. SUPPORT PROVIDED BY CANADA

The Transport Canada Project Authority will provide the Contractor with all necessary and relevant reference documents and will be available to answer questions throughout the project, as required. The Project Authority will contribute to knowledge-sharing workshops and activities that will help to detect changes in the environment and improve understanding of cumulative effects.

12. MEETINGS, WORKSHOPS AND TRAVEL

The Contractor must participate in the teleconferences that will be held once every two weeks (according to needs) with the Transport Canada Project Authority and other members of their team if possible. Meetings may also be held in person in Québec or Montreal.

The working group will meet via conference call or in person as required. As part of this contract, the Contractor must travel to the communities for the knowledge-sharing workshops (approximately 20 days).

13. LANGUAGE REQUIREMENTS

The work will be done in French, and the initial drafts and final report will be provided in French. Transport Canada will be responsible for translation of the documents from French to English.

The Contractor must have the following advanced French and intermediate English oral, comprehension and written linguistic capabilities:

ADVANCED

ORAL	COMPREHENSION	WRITTEN
<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Support opinions • Understand and express hypothetical and conditional ideas 	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Understand the most complicated details, inferences and fine points of meaning • Have a good understanding of specialized or unfamiliar materials 	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Write texts where ideas are developed and presented in a coherent manner

INTERMEDIATE

ORAL	COMPREHENSION	WRITTEN
<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Maintain a conversation on concrete topics; report on actions taken • Give straightforward instructions to employees • Provide factual descriptions and explanations 	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Grasp the main idea of most work-related texts • Identify specific details • Distinguish main from subsidiary ideas 	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary

14. LOCATION OF WORK

The majority of the work will be completed at the Contractor's site. Working group meetings will most likely be held in a city in Quebec's North Shore designated by the Indigenous communities involved in the project for the workshops. The knowledge-sharing workshops can be held in the Indigenous communities.

15. INTELLECTUAL PROPERTY

Transport Canada has determined that any intellectual property rights arising from the performance of the work under the contract will vest in Canada, for the following reasons, in accordance with the Policy on Intellectual Property Rights Arising from Crown Contracts: the primary purpose of the contract or the deliverables for which the contract is entered into is to generate knowledge and information for public dissemination.

ANNEX "B" – BASIS OF PAYMENT

The Contractor will be paid firm price for the work. Customs duties are included and Applicable Taxes are extra.

For bid evaluation purposes the Bidder shall propose an all-inclusive total price that will be subject to milestone payment as per table 1.

Project Title	All-inclusive price (Including any material, time, travel, etc.)
Assessment of the Cumulative Sociocultural Effects of Marine Activities on Indigenous Communities in the Estuary and Gulf of St. Lawrence	Total evaluated price \$ _____ (Applicable taxes excluded)

Table 1: Milestone payment schedule, Milestone no., Deliverable description, Firm amount

	Deliverable	Date	Firm Price (A)
1	Launch and preparation of the schedule and work plan	Two (2) weeks after contract award	\$ _____ 10% of Firm Price
2	Working group kick-off workshop	Spring-Summer 2023	\$ _____ 11% of Firm Price
3	Minutes of the first meeting of the working group and Workshop 1	August 2023	\$ _____ 12% of Firm Price
4	Summary of existing knowledge and knowledge-sharing methodologies	December 2023	\$ _____ 30% of Firm Price
5	Draft Report	May 2024	\$ _____ 20% of Firm Price
6	Presentation of final report to the working group at a workshop	September-October 2024	\$ _____ 17% of Firm Price
Total (A)			\$ _____
Excluding applicable taxes			