
TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 STATEMENT OF WORK	2
1.3 DEBRIEFINGS.....	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 FORMER PUBLIC SERVANT	3
2.4 ENQUIRIES - BID SOLICITATION	4
2.5 APPLICABLE LAWS	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	5
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS.....	5
ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION.....	8
ELECTRONIC PAYMENT INSTRUMENTS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION	9
ATTACHMENT 1 TO PART 4 – OF THE BID SOLICITATION.....	11
BID EVALUATION CRITERIA	11
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	17
5.1 CERTIFICATIONS REQUIRED WITH THE BID	17
PART 6 - RESULTING CONTRACT CLAUSES	18
6.1 SECURITY REQUIREMENTS.....	18
6.2 STATEMENT OF WORK	18
6.3 STANDARD CLAUSES AND CONDITIONS	18
6.4 TERM OF CONTRACT.....	18
6.5 AUTHORITIES.....	18
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	19
6.7 PAYMENT.....	19
6.8 INVOICING INSTRUCTIONS.....	21
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	21
6.10 APPLICABLE LAWS	21
6.11 PRIORITY OF DOCUMENTS.....	21
6.12 <i>INSURANCE</i>	21
6.13 DISPUTE RESOLUTION	21
ANNEX "A" - STATEMENT OF WORK.....	23
ANNEX "B" - BASIS OF PAYMENT.....	31

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.

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 \(2023-06-08\)](#) 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

Subsection 06, Late bids, is deleted in its entirety and replaced with the following:

Transport Canada will not return any bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For bids submitted electronically, the late bids will be deleted.

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.

Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

Bids must be submitted by Electronic Submission only to louise.curtis@tc.gc.ca.

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

Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

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](#)

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

[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 ten(10) 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 bid must be gathered per section and separated as follows:

- Section I: Technical Bid;
- Section II: Financial Bid;
- Section III: Certifications; and
- Section IV: Additional Information

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

It is recommended that all electronic documents be submitted using PDF file format.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11-inch (216 mm x 279 mm) page size; and
- (ii) use a numbering system that corresponds to the bid solicitation.

In accordance with the Treasury Board *Contracting Policy* and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must, if applicable:

- (i) Demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or

- (ii) Describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in Basis of Payment - Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 1 to Part 3" Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

SACC Manual Clause [C3011T \(2013-11-06\)](#) Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
- (ii) The name of the contact person (also provide this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

T8080-230334

Client Ref. No. - N° de réf. du client

Louise Curtis

T8838-230081

- (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

ATTACHMENT 1 to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

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 "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 [A0222T \(2014-06-26\)](#), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 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 for each criterion 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 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%

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

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 = 25.00	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30	72.52

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

ATTACHMENT 1 TO PART 4 – OF THE BID SOLICITATION

BID EVALUATION CRITERIA

Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a Met or Not Met (i.e., compliant, or non-compliant) basis. Each Mandatory Criterion should be addressed separately. Offers that fail to meet the Mandatory Criteria will be deemed non-responsive and given no further consideration. When addressing Mandatory Criteria in the Offer, they are to be referenced as MC1, MC2, etc.

Mandatory Technical Criteria

Number	Mandatory Technical Criteria	Met / Not Met	Referenced section/page in bidder's proposal
MC1	<p>The Bidder must provide a detailed* resume for each proposed resource. *Detailed resume is defined such as:</p> <ul style="list-style-type: none"> • Name of the resource; • Chronological work experience (project-and/ or task-specific) relevant to the provision of services described within the Statement of Work (indicated in years and months). Relevant experience includes, but is not limited to, experience conducting research projects, experience in the area of waste management, and experience in the shipping industry. Description of project and/or tasks must be accompanied by the duration for their completion meaning their start and end date, including days/months/years. <p>It is the responsibility of the Bidder to ensure that the proposed resources' resume is sufficiently detailed to enable a full evaluation.</p>		

<p>MC2</p>	<p>The Bidder must propose a team of at least two (2) resources (one being the lead statistical analyst / researcher) of the project team. Each resource must have at a minimum a valid undergraduate degree from a Canadian university OR from a recognized institution with a certificate attesting to its equivalency to a Canadian university degree OR a minimum five (5) years of professional-level work experience conducting research, data collection and analysis.</p> <p>To demonstrate valid undergraduate degree a legible copy of the degree must be included in the bidder's technical proposal.</p> <p>To demonstrate a minimum of 5 years full-time work experience conducting research, data collection and analysis, the Bidder must include chronological work experience including dates and explanations of how the work experience will support requirements of the contract and must be clearly identified in the Bidder's technical proposal.</p>		
<p>MC3</p>	<p>Resource demonstrates experience researching marine transportation issues.</p> <p>Three examples of previous relevant work provided with reference contacts consisting of a full name, email address, and phone number.</p>		
<p>MC4</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;</p> <p>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>		

Point-Rated Technical Criteria

Bidders must clearly demonstrate compliance with all of the point rated technical criteria described in below. Each point rated technical criteria should be addressed separately.

Proposals will be evaluated and scored according to the points rating scale as specified below. Proposals must meet a minimum point rated technical criteria score of 70% to be considered for the cost evaluation. Proposals that do not meet the minimum point rated technical criteria score will be eliminated for further consideration.

Point-Rated Technical Criteria

	Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
R1	<p>Methodology</p> <p>The Bidder must clearly outline the approach and proposed methodology to meet the requirements as well as the degree of success expected. The approach must include clear descriptions of the proposed system for quality control for data gathering and its analysis and reporting.</p> <p>The description of the methodology must provide details to demonstrate:</p> <ul style="list-style-type: none"> • How the Bidder intends to collect and analyze the information necessary to perform the tasks, including a preliminary description of data collection methods, its limitations, mitigation measures and data sources to be used (max 15 points); • The Bidder offers scientifically-sound methodologies for research projects and demonstrates knowledge of limits of various methodological approaches, including ways to address these to ensure that that project objectives are met (max 15 points); and • Clearly outline standard and typical assumptions made in regards to the methodological approach (max 15 points). <p>Point Allocation:</p> <p>*Points will be allotted for each bullet item up to a maximum of 15 points in increments of 5.</p> <p>0 points – The Bidder has not addressed the requirements related to the methodology. There is insufficient information to evaluate the level of success the bidder will have in achieving the project's objectives.</p>	/45 points		

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
<p>5 points - The Bidder has addressed some of the requirements related to the methodology but there are major gaps. The information provided indicates that success in achieving the project's objectives will be very limited.</p> <p>10 points - The Bidder has addressed some of the requirements related to the methodology but there are gaps. The information provided indicates that success in achieving the project's objectives will be limited.</p> <p>15 points – The Bidder has fully addressed the requirements related to the methodology. The information provided clearly demonstrates that the project's objectives will be fully achieved.</p>			
<p>Risk Management Plan – The bidder must present a complete risk management plan that provides mitigation measures (max 15 points).</p> <p>The risk management plan must identify a comprehensive list of risk 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 the impact of all significant risks.</p> <p>Point Allocation:</p> <p>*Points will be allotted up to a maximum of 15 points in increments of 5:</p> <p>R2 0 points – No information provided in regards to risks, level of risk and mitigating strategies.</p> <p>5 points - Information provided in regards to potential risks, level of risks and /or mitigating strategies is limited and contains significant gaps.</p> <p>10 points - Information provided demonstrates that the Bidder has considered some potential risks, level of risks and associated mitigation strategies but there are minor gaps in risks and/or associated mitigation strategies.</p> <p>15 points - Information provided clearly demonstrates that the Bidder has sufficiently considered the risks, level of risks and defined associated mitigation strategies.</p>	/15 points		

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
<p>R3</p> <p>For each of the following areas, the Bidder must propose a lead resource and demonstrate that this resource has the following experience (months/years), at the time of bid closing, by providing specific project examples. The same resource can be proposed for each area.</p> <ul style="list-style-type: none"> • Conducting complex studies, collecting and analyzing both qualitative and quantitative data (including socio-economic and statistical analysis, conducting impact and gap analysis) (max 15 points) • Developing, testing and implementing various methods and data collection tools (surveys, interviews, case studies, etc.) (max 15 points) • Validating findings, conclusions and recommendations, using methods such as but not limited to: validation with participants, organizations (max 15 points) • Developing reports for complex studies containing findings, conclusions and recommendations, and undertaking report validation and consultations where appropriate and requested (max 15 points) • Experience in the area of waste management within the shipping industry (max 15 points) • Knowledge of available literature and data sources pertaining to marine transportation waste management (max 15 points) <p>Point Allocation:</p> <p>*Points will be allotted for each experience element up to a maximum of 15 points.</p> <p>Less than 1 year (12 months) of experience= 0 pts >1 and <3 years = 5 pts >3 and <5 years = 10 pts 5 years and more =15 pts</p>	/90 points		
<p>R4</p> <p>Up to a maximum of ten (10) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by</p>	/10 points		

Solicitation No. - N° de l'invitation
 T8080-230334
 Client Ref. No. - N° de réf. du client
 T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
 Louise Curtis

Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
<p>the following factors:</p> <ul style="list-style-type: none"> a) 2 points for including a table of contents for the proposal; b) 2 points for ensuring evidence of qualifications and experience (i.e. a photograph of an undergraduate degree) are legible; c) 2 points for clearly labelling or explaining charts/tables/images; d) 2 points for ensuring the grammar, spelling and punctuation do not impede a readers ability to evaluate the proposal; e) 2 points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Requirements in the RFP. 			
<p>Total Point Rated Technical Criteria The minimum required overall score is 112 points out of a possible 160 points.</p>	<p>/160 points</p>		

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 Additional Certifications Required with the Bid

5.2.1 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.

5.2.2 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.

5.2.3 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Status and Availability of Resources

SACC Manual Clause [A3005T \(2010-08-16\)](#) Status and Availability of Resources

5.2.4.2 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>) 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:

Name: Louise Curtis
Procurement Specialist
Transport Canada

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

Telephone: 343-571-8834
E-mail address: louise.curtis@tc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(bidder to insert)*

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 unit price as specified in Annex "B" for a cost of \$ _____ *(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 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be inserted at contract award)*. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestone Payments detailed in the Contract and the payment provisions of the Contract if:

- (a) An accurate and complete claim for payment and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and
- (b) All work associated with the milestone and, as applicable, any deliverable required has been completed by the Contractor and accepted by Canada.

All work/services shall be provided to the entire satisfaction of the Project Authority prior to payment of invoice and acceptance of deliverables, in consideration and approval by the Project Authority.

6.7.4 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);
- c. Wire Transfer (International Only);

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.

Each Invoice must be supported by:

- a. A copy of the release documents and any other documents specified in the Contract.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the 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 [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; and
- (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.

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

- (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

Canadian Port Waste Facilities Case Studies

1.0 Scope

1.1. Objective:

Transport Canada is aiming to understand the challenges that Canadian ports have managing plastics, garbage and recycling waste, as well as blackwater (sewage), greywater and closed-loop scrubber bleed and residue off from calling vessels. Through case studies Transport Canada aims to identify best practices, key gaps and areas for improvement at ports, particularly when dealing with plastic and liquid waste generated by the marine sector. The results of the case studies will support the development of a national overarching policy framework designed to reduce the marine transportation sector's contribution to marine plastic litter and develop a better understanding of disposal options for liquid waste.

1.2. Background:

Plastic Waste

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

Approximately 90% of plastics in Canada currently end up in landfills or in the environment, including in waterways and oceans, at the end of their life. Based on current trends, the demand for plastics in Canada is predicted to grow by almost 30% by 2030. By 2040, global plastic leakage into the ocean is set to nearly triple and plastic stock in the ocean is set to quadruple.² Plastic pollution causes serious damage to habitats, fisheries and marine life, particularly through entanglement and ingestion by wildlife, habitat degradation, and the transfer of contaminants through the food web. Coastal and northern communities risk bearing a disproportionate negative impact because these populations are more dependent upon sea-based industries for livelihoods, culture and food security and plastic waste and marine litter result in additional cleanup costs, impaired aesthetic value, and loss in tourism and fishery revenue.

Taking into account that public support remains strong on the issue of plastic, especially on marine plastic litter, where 95% of Canadians are concerned about the impact of plastic pollution on oceans and 94% are concerned about sea creatures being killed because of plastic ingestion or entanglement,³ the Government of Canada has taken a leadership position to address plastic waste both nationally and internationally. On the international front, Canada spearheaded the development and adoption of the *Ocean Plastics Charter*.⁴ The aim of the Charter outlines a more resource-efficient and sustainable approach to the management of plastics over their lifecycle. Domestically, the *Canada-wide Strategy on*

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

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

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

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

Zero Plastic Waste was developed in partnership with provinces and territories through the Canadian Council of Ministers for the Environment to deliver on Charter commitments.⁵

The threat to marine life and the marine environment has been widely acknowledged and it is recognized that plastic litter enters the marine environment from both land and sea-based activities. Sea-based pathways generally are known and include waste management, wastewater, marine paints and hull coatings, lost containers, and floating wrecks.⁶ However, there is uncertainty in terms of the actual contribution of land versus sea-based activities and their corresponding pathways.

Numerous organizations and governments around the world, including Canada, are adopting policies and strategies to reduce and reuse plastic waste. Acknowledging that plastic waste and marine litter are becoming global environmental priorities, international organizations have begun leading global efforts to prevent and reduce marine litter generated from the marine transportation sector. Domestically, the Canadian marine transportation sector is also demonstrating commitments to reduce its environmental footprint, with the implementation of internal policies and practices. For example, Green Marine's voluntary environmental certification program for the North American marine transportation encourages the adoption of waste management best practices.⁷ There are 19 Canadian ports who are members of Green Marine, including all 17 Canada Port Authorities (CPAs).⁸

Liquid Waste

While significant focus has been placed on the plastic waste generated by the marine industry, additional focus is being placed on the liquid waste, such as blackwater (sewage), greywater and exhaust gas cleaning systems (scrubbers) closed-loop system bleed off and residue.⁹ Although these types of liquid waste are regulated under existing Canadian regulations – including how, where and under what conditions these substances are discharged– the discharge of these substances remains a subject of focus for the Government of Canada.

Research published by the World Wildlife Fund in 2022 estimated that approximately 549.8 million and 3.6 billion litres of sewage and greywater respectively are discharged annually in Canadian waters from ships with registered International Maritime Organization (IMO) numbers.¹⁰ Concerns remain about the levels of toxic substances and microplastics that remain, even if the water is treated, in this waste, and the potential long-term impacts it may have on marine ecosystems.

In 2023, the Government of Canada announced the Protection Standard for Federal Marine Protected Areas, which includes a prohibition on four industrial activities, including discharges of certain substances from ships in marine protected areas established after 2019. Under the Protection Standard, greywater, blackwater (sewage), oily engine bilge, food waste, and washwater from exhaust gas cleaning systems (scrubbers). These measures are a key pillar in supporting the Government's commitment to protecting 25% of its oceans by 2025 and working to 30% by 2030.

In 2022, the Government of Canada announced interim measures for cruise ships that limited the discharge of greywater and blackwater in Canadian waters. These measures are intended to strengthen the protections for the marine environment and exceed existing international standards. These measures became mandatory in 2023 through an Interim Order while they are made permanent through

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

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

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

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

⁹ Closed-loop scrubber systems are primarily operated in the Great Lakes, and in fresh water.

¹⁰ WWF, *National Vessel Dumping Assessment: Quantifying the Threat of Ship Waste to Canada's Marine Protected Areas*, 2022: <https://wwf.ca/wp-content/uploads/2022/02/2022-WWF-NO-DUMPING-SUMMARY-REPORT-EN.pdf>

regulations.¹¹¹² These measures acknowledge the increasing threat posed by the disposal of liquid waste to the marine environment.

Regulatory Framework

Garbage Waste (Including Plastics)

Canada is a signatory to International Maritime Organization's (IMO) *International Convention for the Prevention of Pollution by Ships* (MARPOL), and the requirements under Annex V of the Convention are applied in Canada via the *Vessel Pollution and Dangerous Chemicals Regulations* (VPDCR). Under the VPDCR, vessels are obligated to collect and sort their garbage on board as per s. 106(5) and are required to have garbage management plans and a garbage record book onboard as per s.s. 104(1) and 105(1). In addition, as per s.s. 103(1) every vessel of 12 meters or more in length overall, which roughly corresponds to 16 GT¹³, must display placards that notify the crew and passengers of the garbage discharge requirements. MARPOL Annex 5 also provides guidelines for ports when dealing with vessels that wish to offload waste. In general, the guidelines have been developed to '*assist States in planning and providing adequate port waste reception facilities; and encourage States to develop environmentally appropriate methods of disposing of ships' wastes ashore*'.

While guidelines are provided by MARPOL, they are not legal obligations that member states must impose through legislation. In Canada, the handling of most waste received at a port would fall under the jurisdiction of provinces and municipalities. Even if a port was on federal lands and followed all the MARPOL guidelines, including collecting segregated waste, such as plastics for recycling, the management of waste would still be limited by the ports' relationship with the municipality, facilities available, and services offered locally, which may include high fees that may act as a deterrent to seeking services from a port (particularly if it's remote).

Liquid waste

Under MARPOL Annex IV, the discharge of sewage at sea is prohibited, unless it has been disinfected, or the ship has an operational sewage treatment plant on board. The exceptions to this rule include circumstances of safety at sea, and in the event of damage to the ship that could not have been mitigated with appropriate precautions. For countries that are party to the convention, reception facilities should be provided at ports that are adequate to the needs of ships using them and are subject to oversight and monitoring to ensure they continue to meet this requirement. MARPOL recommendations are not legal obligations that member states must impose through legislation, and enforcement of these recommendations is not consistent across Canada.

Case studies will focus on waste management at Canadian ports and corresponding local municipalities. This is particularly important for understanding the impacts and challenges of municipal service tie-in and treatment of wastes, which can have pronounced effects on the ability of ports to receive waste since all garbage and liquid waste offloaded at port will eventually be sent to a local waste treatment system. Municipal capacity is decisive in determining port capacity, particularly in smaller municipalities who may not be equipped to handle the waste burden of transiting vessels. Similarly, the logistics such as water pipeline or cistern of a municipal linkage can determine the basic feasibility of port reception of liquid waste, which cannot be stored indefinitely in on-site holding tanks, and requires more specialized facilities than managing solid and plastic waste. Grey and black-water reception facilities are generally linked to

¹¹ Transport Canada, The Government of Canada and industry announce new environmental measures for cruise ships, 2022 (<https://www.canada.ca/en/transport-canada/news/2022/04/the-government-of-canada-and-industry-announce-new-environmental-measures-for-cruise-ships.html>).

¹² Transport Canada Ship Safety Bulletins, 2023. [Now in force: New discharge requirements for cruise ships - SSB No.: 14/2023 \(canada.ca\)](#)

¹³ [Tonnage Measurements \(canada.ca\)](#)

the municipal sewage grid, which may not be capable of handling the volumes of waste being discharged from vessels at port depending on the type of vessel (e.g., cruise ships).

2.0 Reference Documents:

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

- Canada-wide Action Plan on Zero Plastic Waste, Phase 2 (Canadian Council of Ministers of the Environment)
- IMO Action Plan to Address Marine Plastic Litter from Ships
- IMO Guidelines for Ensuring the Adequacy of Port Waste Reception Facilities
- MARPOL Annexes IV and V
- Ocean Plastics Charter
- Sea-Based Sources of Marine Litter – A Review of Current Knowledge and Assessment of Data Gaps (Final Report of GESAMP Working Group 43)
- Strategy on Zero Plastic Waste (Canadian Council of Ministers of the Environment)
- Green Marine Environmental Program – Certification Policy
- [Green Marine – 2020 Performance Report](#)
- Assessing Waste Management Systems in Canadian Ports – Final Report
- WWF Summary Report: National Vessel Dumping Assessment: Quantifying the Threat of Ship Waste to Canada's Marine Protected Areas

3.0 Requirements:

3.1 Scope of Work:

The overall goal is to support plastic waste reduction and assess reception capacity of solid and liquid waste in Canada through the identification of gaps, challenges, best practices, and opportunities to improve waste management at Canadian ports. The overall work will comprise of case studies. To do so, the consultant will need to visit a minimum of six (6) select ports (East Coast, West Coast, Great Lakes) to observe operations around waste management from the time it leaves a vessel until it finishes its lifecycle either through recycling, incineration, or landfilling, and the offloading and subsequent treatment and disposal of liquid waste. The study area would not include the Arctic due to unique conditions such as general lack of capacity and the preference for ships to bring waste back to southern ports.

The studies would also contribute to baseline data on the amount of waste (plastic and liquid) being produced and offloaded by ships at ports based on types of ships visited and amount of waste produced. The contractor will analyze the interaction between calling vessels and port authorities, observe waste being offloaded, determine how the waste, including international waste as determined by CFIA standards¹⁴, is handled by the port, track the waste as it leaves the port and determine where it inevitably ends up. The contractor will also determine waste management practices and capacity at local municipalities where the ports are situated. The contractor will determine if there is a waste management plan in place that is being relayed to vessel operators that coincides with their needs, if waste management practices fall in-line with MARPOL guidelines, what waste management facilities are available, and if plastic waste that is not deemed international waste (and therefore designated for a landfill or incineration) is being sent to proper recycling facilities. Through this process analysis will be developed highlighting gaps, best practices and opportunities for improvement of waste management at ports and municipalities that host the ports.

¹⁴ <https://inspection.canada.ca/animal-health/terrestrial-animals/imports/import-policies/general/2002-17/eng/1321050654899/1323826743862>

3.2 Tasks:

Task 1: Liaise with Transport Canada officials

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

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

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.

Task 2: Literature Review

Consultant will familiarize themselves with literature provided by Transport Canada regarding plastic litter, grey- and black-water, MARPOL and general waste management practices at Canadian ports and on-board vessels. The contractor will also seek out best practices of note from other international ports for reference.

Once the literature review is complete the Contractor will refine methodology as necessary.

Task 3: Identify ports for case studies

Transport Canada will identify geographically relevant ports that will be used in the case studies. There will ideally be a port from the West Coast, East Coast, and from the Great Lakes. The ports will be aware of the study and will have indicated to Transport Canada that they are willing to participate in the study. Coastal ports chosen will have domestic and international arrivals as opposed to just domestic.

Ports chosen must understand their waste handling procedures. If the port has third party haulers there will need to be guaranteed participation by the haulers for the study and transparency on how waste is handled.

The consultant will establish relationships with the ports to arrange exchange of information and set up dates for onsite visits.

Task 4: Port-Specific intelligence gathering

Once the contractor has established contact with the port, the contractor will establish on-site dates for port visitation. When on site, the contractor will:

- Determine if there is a port waste management plan in place and to what extent it is being followed.
- Observe interaction between port authorities and vessels regarding use of waste services.
- Observe waste being offloaded from vessels to determine amounts, nature of waste and whether vessels actually offload at the ports. If vessels do not offload the contractor would determine reasons why (e.g., lack of waste, lack of facilities).

- Contractor would also audit waste bins and international waste collection to observe amounts in bins, recycling, etc. to gauge estimate of waste and types the port is receiving on an annual basis.
- If a port or ship employs a third- party hauler under contract for the removal of waste, observe interaction between ports or ships and third-party haulers and determine if third party haulers are keeping waste segregated. If third-party haulers deal directly with vessels, observe the interaction between the vessel and the hauler.
- Determine where waste, including international waste which will be disposed of under prescribed conditions, ends up in the municipal system and, in particular, if plastic waste not deemed contaminated or designated international waste is being properly recycled.

Task 5: Report

Develop a case study for each port that details findings from Task 4. The report will address each step identified, including any best practices observed in literature or on the ground at ports visited, analysis of the systems in place and gaps, barriers and challenges in the waste management system. The report will identify the outcome for waste within the municipality and, if appropriate, infer how these gaps can be observed at a provincial/federal level – particularly when it comes to how plastic waste and liquid waste is handled.

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 telephone. If changes are requested, the Contractor will review the deliverables accordingly. Approval from the Departmental Representative/Technical Authority will be required at this stage, prior to proceeding with any subsequent work.

Deliverable 1: Methodology

A methodology produced that will result in all tasks being achieved. The contractor will work in tandem with TC officials to finalize this methodology. This should be completed within three weeks of the contract being awarded.

Deliverable 2: General Progress Report

A Progress report that documents preliminary observations from the data and documentary research and analysis. This report will allow Transport Canada officials and the contractor to identify any missing information or weaknesses in the methodology before the case studies progress.

Due date: Within 6 weeks from contract award.

Deliverable 3: Case Studies Progress Report #1

A Progress report that documents the information and data gathered and the preliminary analysis from the case study work done up to this point.

Due date: Within 12 weeks from contract award.

Deliverable 4: Case Studies Progress Report #2

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

A Progress report that updates progress on the case studies and allows for any course correction before the final deliverable.

Due date: Within 16 weeks from contract award.

Deliverable 5: Case Studies 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.

3.4. Constraints:

Language requirements:

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

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

3.5. Support Provided by Canada:

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

3.6. Intellectual Property

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

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

No part of the work can be distributed without prior written consent of the TC Project Authority.

3.7. Work Location and Travel

It is expected that the Contractor will need to travel to up to three different locations for site visits to carry out the above listed tasks. Any travel costs will be borne by the Contractor. The Bidder must include those costs in the bid price.

For any travel required for the unscheduled work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have received prior authorization from the representative of the Identified User. All payments are subject to government audit.

3.8. Accessibility

The final product must adhere to common accessibility standards.

Annex 1

Oral Proficiency Rating Scale

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

Reading Proficiency Rating Scale

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

Writing Proficiency Rating Scale

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

Solicitation No. - N° de l'invitation
T8080-230334
Client Ref. No. - N° de réf. du client
T8838-230081

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Louise Curtis

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 living expenses associated with performing the Work.

Canada **may** reimburse travel expenses associated with performing the work if the expenses are approved by the Project Authority prior to the travel. Consideration should also be given to the following:

- the Advisor should consider the appropriate use of voice/video conferencing to contain costs, where possible;

Method of Payment – Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestone Payments detailed in Table 1 below if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada. The Bidder shall propose the amount of each instalment in the space provided. The Bidder may, at its discretion, consolidate Milestones into fewer Milestones as long as the payment percentages and number of deliverables are respected.

Table 1. Schedule of Milestone Payments

Milestone No.	Description of Deliverable	Completion/Due Date	Firm Amount
1	<u>Deliverable 1</u> : Progress Report #1 A Progress report that documents preliminary observations and the data and documentary research and analysis.	Within 12 weeks from contract award	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
2	<u>Deliverable 2</u> : Progress Report #2 A Progress report that documents the information and data gathered and the preliminary analysis, since Progress report #1.	Within 18 weeks from contract award	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
3	<u>Deliverable 3</u> : Draft Report A draft report that synthesizes the results of the various lines of evidence and options to be considered. An executive summary should accompany this report.	Within 23 weeks from contract award	\$ _____ (25% of total firm price) – amount to be inserted by Bidder
4	<u>Deliverable 4</u> : Final Report and PowerPoint Presentation The Final Report and PowerPoint Presentation revised and approved in accordance with the Departmental Representative/Technical Authority.	Must be completed by July 31, 2024	\$ _____ (25% of total firm price) – amount to be inserted by Bidder

Solicitation No. - N° de l'invitation
 T8080-230334
 Client Ref. No. - N° de réf. du client
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Milestone No.	Description of Deliverable	Completion/Due Date	Firm Amount
Total Firm Price <i>(Total Evaluated Cost)</i>			\$ _____

Table 2 - Travel

Travel: Contract Award to July 31, 2024	
Estimated travel expenses at cost without mark-up	\$(TBC by client prior to posting)
Applicable Taxes Extra	
Total of Milestone Payments + travel	