



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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 and services listed herein and on any attached sheets at the price(s) set out therefore.

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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

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

Diane Jazzar
Diane.jazzar@tc.gc.ca

Title - Sujet Report on technologies and operational practices to improve energy efficiency and/or to reduce underwater vessel noise	
Solicitation No. N° de l'invitation T8080-230053	Date of Solicitation Date de l'invitation June 13, 2023
Address enquiries to : - Adresser toute demande de renseignements à : Diane Jazzar Telephone No. - N° de telephone E-Mail Address - Courriel 613-866-4767 Diane.jazzar@tc.gc.ca	
Destination See herein - Voir aux présentes	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required Livraison exigée See herein - Voir aux présentes	Delivery offered Livraison proposée Not applicable - Sans objet
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes - L'invitation prend fin At - à : 2 :00 PM - 14:00 On - le : June 28, 2023 – 28 juin 2023 Time Zone - Fuseau Horaire : Eastern Time (ET) - Heure de l'Est (HE)
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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 \(2023-06-08\)](#) 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

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation. If your bid is transmitted by electronic mail, Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Bids must be submitted by Electronic Submission only to diane.jazzar@tc.gc.ca.

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to TC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically by the date and time of closing identified on page 1.

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

- i. Section I: Technical Bid One(1) soft copy, Submitted by email;
- ii. Section II: Financial Bid One(1) soft copy, Submitted by email;
- iii. Section III: Certifications – Not included in the technical bid, One(1) soft copy, Submitted by email

The bids must be sent by E-mail to: diane.jazzar@tc.gc.ca.

Epost Connect service and facsimile are not accepted by Transport Canada at this time.

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

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

- i. use a numbering system that corresponds to the bid solicitation;
- ii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iii. Include a table of contents.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex "B" - Basis of Payment

SACC Manual Clause **C3011T (2013-11-06)** Exchange Rate Fluctuation.

Electronic Payment of Invoices – Bid

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

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

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI).

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

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

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

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

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

ATTACHMENT 1 to PART 4 – BID EVALUATION CRITERIA

1. Technical Evaluation criteria

Proposal compliance will be evaluated on the basis of the following mandatory and rated requirements. Bidders must provide necessary documentation to support compliance. Bidders are also advised to refer to Part 3.1 – Bid Preparation Instructions.

Table 1: REQUIRED FORMAT FOR DEMONSTRATING EXPERIENCE

<p>When requested in a technical evaluation criterion to demonstrate either work experience or project experience, the bidder must provide (at a minimum) the following information below in order to demonstrate compliance (in addition to any other required information identified in the criterion):</p> <ol style="list-style-type: none"> a. The name of the client organization b. A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the bidder; c. The dates/-duration of the work/project indicating the year/months of engagement by the bidder d. Description of the activities performed by one of the proposed resource team members relevant to the criteria e. The name of the client organization and the name, title and email address of a contact person that may be used as a reference to validate projects or experiences

2.0 Mandatory Technical Criteria

Proposal compliance will be evaluated on the basis of the following mandatory and rated requirements. Bidders must provide necessary documentation to support compliance.

Each Mandatory Technical Criterion should be addressed separately. Proposals that do not meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Number	Mandatory Technical Criteria	Met / Not Met	Referenced section/page in bidder's proposal
MC1	<p>Draft Project Schedule:</p> <p>The proposal must include a draft project schedule that captures the following:</p> <ul style="list-style-type: none"> • Anticipated Project Duration: (The project must be completed no later than September 29th 2023,). • Due dates for deliverables • Start and end dates for each task. 	<p>Yes: <input type="checkbox"/></p> <p>No: <input type="checkbox"/></p>	

MC2	<p>Project lead (CV):</p> <p>The bidder must propose a Project Lead and clearly identify, by name and role, resource(s) to complete the work described in the Statement of Work. The Bidder must include a description of the role that each resource will undertake.</p> <p>The bidder must provide a detailed CV of each of team members, education credentials, and any professional certifications.</p> <p>The CV of the proposed project lead should include brief abstracts of the projects undertaken that clearly demonstrate their relevant experience related to the Statement of Work. The Bidder must provide all relevant details for each project listed including but not limited to:</p> <ul style="list-style-type: none"> • Project title. • Project start and end dates. • Role of the project lead including description of the work, scope and purpose. 	<p>Yes: <input type="checkbox"/></p> <p>No: <input type="checkbox"/></p>	
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3. Point Rated Technical Criteria (R)

Bids which meet all of the mandatory technical criteria will be further evaluated and scored against the following rated requirements. Bids which fail to obtain the required minimum number of points specified for each rated criteria will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimal passing score	Bidder score
R1	<p>PR1 Description work plan</p> <p>The Bidder must provide a detailed work plan demonstrating clearly how they intend to address and complete all of the tasks in the Statement of Work, including showing allocation of responsibilities and level of effort that are appropriate to complete the tasks, deliverables and associated timelines.</p> <p>The following items must be addressed:</p> <ul style="list-style-type: none"> • Outline a clear project schedule aligned with the requirement described in the Statement of Work. Tasks, deliverables and estimates are logically organized. • Identify which resource is doing which tasks, how much time and effort each task is expected to take, and when each task is scheduled to begin and end. • Identify key activities of the project • Clearly outline standard and typical assumptions made; and 		30	21	

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimal passing score	Bidder score
	<ul style="list-style-type: none"> Identify potential risks that would prevent or delay key task completion and relevant mitigation strategies (contingency plan). Outline an effective method to communicate variances of the project plan to the TC project officer. <p>(30 Points) The work plan comprehensively and effectively addresses all items mentioned in the criteria and demonstrates an in-depth understanding of the requirements (mandate, scope, tasks...) described in the Statement of Work. The project schedule is realistic.</p> <p>(25 Points) The work plan effectively addresses all items mentioned in the criteria and demonstrates a good understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is largely realistic.</p> <p>(21 Points) The work plan effectively addresses most items mentioned in the criteria and demonstrates an adequate understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is generally realistic.</p> <p>(16 Points) The work plan only addresses some items mentioned in the criteria and demonstrates a marginal understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is generally not realistic.</p> <p>(0 Points) The work plan does not address items mentioned in the criteria and does not demonstrate understanding of the requirements (mandate, scope, tasks...) described in the SoW. The project schedule is not realistic.</p>				
R2	<p>PR2 Approach and Methodology</p> <p>The bidder must describe the approach and methodology to be undertaken to complete the tasks outlined in the statement of work.</p> <p>The following will be evaluated:</p> <ol style="list-style-type: none"> Research approach demonstrates an understanding of the requirement described in the Statement of Work; The application of best practices using methodologies, tools and approach to seek and analyse information in conducting the technology scan and assessment. Proposed stakeholders to be consulted (if known) and the approach for that consultation 		40	28	

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimal passing score	Bidder score
	<p>(including vessel owners and manufacturers), if relevant for the task;</p> <p>d. Manner in which observations, analyses, findings, conclusions and recommendations will be presented.</p> <p>e. The degree to which the Bidder's proposed approach demonstrates a quality assurance process that can ensure that the conclusions developed are reasonable and evidence-based; and working papers are professionally cross-indexed.</p> <p>(40 points) The bidder provides a full methodology and approach that includes all aspects of a, b, c, d, and e to complete the requirements of the Statement of Work</p> <p>(28 Points) The bidder provides a methodology and approach that includes most aspects of a, b, c, d, and e to complete most of the requirements of the Statement of Work</p> <p>(16 Points) The bidder provides a methodology and approach that includes some aspects of a, b, c, d, and e to complete some of the requirements of the Statement of Work</p> <p>(0 Points) The bidder provides a methodology and approach that does not includes aspects of a, b, c, d, and e to complete the requirements of the Statement of Work</p>				
R3	<p>PR3 Demonstrated similar project experience</p> <p>The proposal must include 2 examples of similar projects, including summary and technical report writing.</p> <p>The bidder must clearly demonstrate that he/she has relevant experience, at the time of bid closing, in the following areas:</p> <ul style="list-style-type: none"> a. Summary and technical report writing; b. Consultations with the marine industry; c. Technical expertise (through education and experience); <p>Each project should be summarized in the template provided in Attachment 1 following the point rated criteria and should not exceed one page in length.</p> <p>(20 Points): The projects are very similar to the SoW in terms of scope, scale, and work undertaken and the project experience of the proposed team clearly and completely aligns with relevant requested experience.</p> <p>(17 Points): The projects are similar to the SoW in terms of scope, scale, and work undertaken and the project experience</p>		20	14	

No.	Rated Requirements	Bidder Response / Cross Reference to Proposal and/or CV	Maximum Score	Minimal passing score	Bidder score
	<p>of the proposed team mostly aligns with relevant requested experience.</p> <p>(14 Points): The projects have some similarities to the SoW in terms of scope, scale, and work undertaken and the project experience of the proposed team somewhat aligns with relevant requested experience.</p> <p>(10 Points): The projects have very few similarities to the SoW in terms of scope, scale, and work undertaken and the project experience of the proposed team only somewhat aligns with relevant requested experience.</p> <p>(0 Points): The projects are not similar to the SoW in terms of scope, scale, and work undertaken and the project experience of the proposed team does not align with relevant requested experience.</p>				

Maximum available points	90
Minimum overall points required	63
Bidder score (*)	
Result	Met: <input type="checkbox"/> Not Met: <input type="checkbox"/>

(*): Overall Technical score. This value constitutes the technical evaluation score for bid evaluation and contractor selection purposes.

Attachment #1

TEMPLATE TO DEMONSTRATE SIMILAR PROJECT EXPERIENCE

Project name	Project start	Project end
Project objective	Project stakeholders	
Client organization ¹	Bidder's organization role in the project	
Project description		

¹ Client Organization' signifies the organization commissioning and funding the Project, not the organization for which the proposed resource was an employee (unless the Project was an internal project).

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.0 General

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 Integrity 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. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010B \(2022-12-01\)](#) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4007 \(2022-12-01\)](#) Supplemental General conditions - Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The work is to be performed during the period of contract award to **September 29, 2023**.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Diane Jazzar
Procurement Specialist
Transport Canada
275 Sparks Street, Ottawa, ON K1A 0N5
613-866-4767
diane.jazzar@tc.gc.ca

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

6.5.2 Project Authority (to be inserted at contract award)

The Project Authority for the Contract is:

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

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

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

6.5.3 Contractor's Representative (to be inserted by the contractor at time of bid)

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B" for a cost of \$ _____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Milestone Payments

SACC Manual Clause [H3010C \(2016-01-28\)](#) – Milestone Payments – Not subject to holdback

6.7.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

6.8 Invoicing Instructions

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

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007 \(2022-12-01\)](#) – Canada to Own Intellectual Property rights in Foreground Information.
- (c) the general conditions [2010B \(2022-12-01\)](#) – Professional Services (medium complexity)
- (d) Annex "A", Statement of Work
- (e) Annex "B", Basis of Payment
- (f) the Contractor's bid dated _____

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

Report on technologies and operational practices to improve energy efficiency and/or to reduce underwater vessel noise

1. BACKGROUND

The International Maritime Organization (IMO) will be hosting an international two-day workshop from September 18 to September 19, 2023 at IMO headquarters in London, UK, to assess the potential co-benefits and trade-offs that may exist between approaches taken or that are likely to be taken to comply with energy efficiency regulations and reduction of underwater radiated noise (URN) from ships.

The workshop will seek to:

- explore the linkages between ship energy efficiency (EE) and URN, and whether methods being employed to comply with EE requirements are likely to also reduce URN, be neutral to noise reduction goals, or increase URN;
- identify, based on existing knowledge, methods and operational conditions that are likely to both improve EE and URN emissions, while maintaining safety and operational efficiency;
- identify approaches to Energy Efficiency Existing Ship Index (EEXI)/ Energy Efficiency Design Index (EEDI) and the annual operational carbon intensity indicator (CII) compliance that are likely to be used in the short and long term, and the research needed to understand impacts on URN;
- share best practices and case studies from industry that have implemented technical and operational measures to increase EE and have also examined URN linkages;
- provide a forum for networking and collaboration among experts involved in the shipping industry, with a focus on innovation and sustainability;
- Formulate recommendations to be considered in future work at the IMO to further advance the work on linkages between EE and URN and inform policy development. Submit the recommendations and outcomes of the workshop to SDC 10 to be considered in the finalization of the work related to the URN Guidelines and next steps/programme of action.

To support the workshop's objectives, information regarding technologies and operational practices to improve energy efficiency and/or to reduce underwater vessel noise needs to be evaluated and summarized prior to the workshop.

2. OBJECTIVES

The objectives of the current work are to 1) summarize the latest research and understanding of EE improvement measures and what is known about their relationship to URN reduction; 2) produce a report to be used as the main reference for the IMO workshop. As the target audience of this workshop is both technical and policy makers, it is important that the report is written in plain language to be understood by diverse viewpoints; 3) attend the workshop as a technical expert; and 4) update, as appropriate, the final report reflecting the outcomes of the workshop and support and review TC submissions to the IMO with regards to this work (i.e., expecting two submissions to IMO Sub-Committee on Ship Design and Construction (SDC 10), including summary of the report (e.g., table or matrix format) and workshop outcomes).

3. SCOPE

3.1 Area of interest and vessel classes

The focus of this study is global. EE improvement methods should be drawn from those being used as compliance approaches for EEXI, EEDI and CII. Findings should be relevant to diverse ship types, taking into account their

design and construction, and modifications, as well as their operation, in accordance with the application of the draft revised IMO Guidelines for the reduction of underwater radiated noise from shipping to address adverse impacts on marine life (SDC 9/16 Annex 1).

4. TASKS, MILESTONES & DELIVERABLES

4.1 Task descriptions, milestones and deliverables

Under this contract, the contractor must accomplish the following tasks:

Task #	Task name	Task description	Expected end date (if applicable)
1	Project schedule/kick-off meeting	<p>The Contractor must convene and co-chair the project Kick-Off Meeting. This meeting must be held no later than 10 business days after Contract Award. The record of discussion (ROD) must be prepared by the Contractor and delivered to TC for approval within 5 business days after the meeting.</p> <p>A Project Schedule, defining the timeline on which the Contractor will execute the project, must be presented and delivered to TC. The Project Schedule must capture the project duration, description of work necessary to complete each milestone, and start dates and end dates for each milestone. Should the proposed Project Schedule differ from the one stated in this contract, The Contractor must include the updated Project Schedule in the ROD for approval by TC, noting the firm deadlines for final deliverables on September 29th, 2023.</p>	
<p>MILESTONE 1 – Record of discussions which would include a complete project schedule defining the timeline and capture the project duration, description of work necessary to complete each task and milestones.</p>			<p>No later than 2 weeks from contract award or July 5, 2023, whichever comes first</p>
2	GHG measures	<p>Identification of GHG mitigation technologies and operational strategies.</p> <p>This task should include at a minimum:</p> <ol style="list-style-type: none"> 1. A review of proposed requirements to meet the Initial GHG Strategy's goals¹; 2. Describe and evaluate in a standardized approach the GHG mitigation measures, taking into account: <ol style="list-style-type: none"> a) Advantages and benefits to the ship's design and operations; b) Disadvantages and challenges; c) Technology readiness; d) Cost impacts for implementation and operation; including the effectiveness over time (i.e., does the efficiency benefit 	

¹ [EEXI and CII - ship carbon intensity and rating system \(imo.org\)](https://www.imo.org)

		<p>last, or is regular maintenance required to maintain it, etc.);</p> <p>e) Applicability to different ship types;</p> <p>f) Effectiveness; in terms of EE improvement.</p>	
3	URN measures	<p>Identification of URN mitigation technologies and operational practices, building on the URN matrix produced in the <i>Ship Underwater Radiated Noise</i> by Vard Marine Inc (2019). This task should describe and evaluate, using a justified approach/methodology, the mitigation measures taking into account:</p> <ol style="list-style-type: none"> 1. Advantages and benefits to the ship's design and operations; 2. Disadvantages and challenges; 3. Technology readiness; 4. Cost impacts for implementation and operation, including the effectiveness over time (i.e., does the URN reduction last, or is regular maintenance required to maintain it, etc.); 5. Applicability to different ship types; 6. Effectiveness; in terms of frequency ranges and reduction in sound levels. 	
4	Combined Matrix & technical sheets	<p>Produce a complete and thorough combined URN & GHG Matrix to provide clarity on interlinkages and identify best available measures and technologies offering co-benefits for both GHG and URN reductions. The combined matrix should clearly distinguish GHG mitigation technologies from URN mitigation technologies and the contractor should clearly and succinctly show which technologies can produce beneficial results for both GHG and URN reductions, those GHG technologies that may increase URN emissions, and those that have no impact.</p> <p>From this Matrix, develop a further "quick facts" technical sheet identifying the most effective combined URN & GHG reduction strategies per ship type. Should the strategies be the same for multiple ship types, the Contractor may group them as one category and create one technical sheet. The technical sheets must include at a minimum a description of the most effective measures/technologies, advantages, disadvantages, cost estimation, and estimated URN & GHG savings.</p>	
5	Recommendations	<p>Given the IMO GHG strategy and potential interlinkages between EE and URN measures and outcomes of the URN-GHG matrix, provide recommendations on next steps, including research priorities and policy considerations to support the advancement/adoption of technologies or operational practices with positive effects on reducing both GHG and URN.</p>	
6	Draft report for TC review	<p>Work on a draft report for review by TC and delivery of an oral presentation of the findings. The draft report must describe the findings under each task (from 1 to 5) in</p>	

		details in a cohesive way and providing recommendations to be considered in the IMO GHG-URN workshop.	
MILESTONE 2 – Delivery of a draft final report for approval by TC describing the findings under each task (from 1 to 5) in detail in a cohesive way and providing recommendations to be considered in the IMO GHG-URN workshop. In preparation to the delivery of the final report, draft final report must follow the standards laid out in Section 7.			No later than 10 weeks from contract award or August 23rd whichever comes first
7	URN-GHG workshop	Participate in the GHG-URN IMO Workshop on Sept 18-19, 2023 in London, UK and gather expert opinions and outcomes of the workshop to update results and/or reflect key solutions, directions and conclusions (if applicable) in the final report.	September 18-19, 2023
8	IMO submissions	Review documents and provide advice to Transport Canada IMO Sub-Committee on Ship Design and Construction (SDC 10) submissions related to this work i.e., summary of the report (e.g., table or matrix format) and workshop outcomes.	September 29, 2023
MILESTONE 3 - Provide an updated final version of the project report which includes any relevant additions or changes based on the discussion from the GHG-URN IMO workshop, and review documents and provide advice to Transport Canada IMO Sub-Committee on Ship Design and Construction (SDC 10) submissions related to this work i.e., summary of the report (e.g., table or matrix format) and workshop outcomes (task 7&8). This final report must follow the standards laid out in Section 7.			No later than 16 weeks from the contract award or September 29 th or whichever comes first

5. 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.

6. SECURITY REQUIREMENTS

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

7. REPORTING REQUIREMENTS

The final report must:

- Follow the Guidelines for Creating Accessible Documents in Microsoft Word 2013 to ensure report readability for all readers. Documents with the requirements and guidelines will be provided by TC.

-
- Include an executive summary written in both French and English (translation can be provided by TC).
 - Include a Publication Data Form in both official languages (translation can be provided by TC). The blank form will be provided by TC for the Contractor to complete.
 - Be formatted in accordance with TC's Publication Standards and Guidelines for Contractors, document TP 929. This document will be provided by TC. Reports are subject to review by TC for quality control and adherence to TP 929.
 - TP 929 namely provides a skeleton of what the final report should look like (i.e: Introduction, methods, discussion...)
 - Figures included in the report should be in a high-resolution format (PNG) and provided both in the final report and a separate ZIP folder for TC's usage, including in presentations or in printed materials.
 - Be written in English.
 - Be professionally written and edited.
 - Use SI units (unless special exception is warranted. Alternative units may be used in brackets).

Canada intends to publish the results and associated data of the project in the public domain. The contractor must outline any concerns regarding commercially confidential information that would limit Canada's ability to publish results and associated data of the project in the public domain.

8. METHOD AND SOURCE OF ACCEPTANCE

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

ANNEX B - BASIS OF PAYMENT

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

Travel and Living expenses

Canada will not reimburse any travel or living expenses associated with performing the Work.

Method of Payment – Milestone Payments

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

Table 1. Schedule of Milestone Payments

Milestone No.	Description of Deliverable	Completion/Due Date	Firm Amount
1	Record of discussions which would include a complete project schedule defining the timeline and capture the project duration, description of work necessary to complete each task and milestones.	No later than 2 weeks from contract award or July 5, 2023 , whichever comes first	\$ _____ (10% of total firm price) <i>– amount to be inserted by Bidder</i>
2	Delivery of a draft report for review by TC and delivery of an oral presentation of the findings. The draft report and the presentation must describe the findings under each task (from 1 to 5) in details in a cohesive way and providing recommendations to be considered in the IMO GHG-URN workshop. In preparation to the delivery of the final report, this report must follow the standards laid out in Section 7. The Contractor must deliver the final annotated PowerPoint for approval to TC within 5 business days of the meeting.	No later than 10 weeks from contact award or August 23, 2023 , whichever comes first	\$ _____ (50% of total firm price) <i>– amount to be inserted by Bidder</i>
3	Provide an updated final version of the project report which includes any relevant additions or changes based on the discussion from the GHG-URN IMO workshop, and review documents and provide advice to Transport Canada IMO Sub-Committee on Ship Design and Construction (SDC 10) submissions related to this work i.e., summary of the report (e.g., table or matrix format) and workshop outcomes (task 7&8).	No later than 16 weeks from the contract award or September 29, 2023 , whichever comes first	\$ _____ (40% of total firm price) <i>– amount to be inserted by Bidder</i>
Total Firm Price <i>(Total Evaluated Cost)</i>			\$ _____