



## Request for Proposals (RFP)

# Climate Change Vulnerability of the Canadian Maritime Environment

**Clear Seas Centre for Responsible Marine Shipping**

Contact: Jennifer Steele, Manager of Research and Knowledge Mobilization

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## PROBLEM STATEMENT

Clear Seas Centre for Responsible Marine Shipping (Clear Seas) requires consulting services for an analysis of the future needs of the Canadian maritime environment with respect to climate change adaptation. Clear Seas has identified climate change vulnerability as issue affecting marine shipping in Canada.

Climate change poses challenges for ocean and inland waterway users including sea level rise, severe weather, and changeable conditions. Threats to the marine environment due to climate change will in turn impact the safety and sustainability of marine shipping. Existing shipping routes may no longer be as safe or easy to travel, affecting the safe and efficient movement of maritime trade to support Canada's economic growth. Increasingly severe weather and for extended periods may pose greater risks to ships, increasing the likelihood of accidents and affecting the safety of mariners on board. With greater challenges and potential for accidents comes elevated risk of damage to marine and coastal ecosystems from oil spills. Changing conditions will impact maritime operations, including when and how users access waterways and their needs in doing so. The ability to maintain safe and affective maritime services has implications for Canada's sovereignty and security, especially in the Arctic where climate change impacts are expected to be the most profound.

As the government agency charged with delivering on these maritime services, the Canadian Coast Guard (CCG) is supported in delivering this mission by other government departments, industry and NGOs. Adapting to climate change in the Canadian maritime environment not only includes making marine operations robust to these anticipated changes, but also anticipating and planning for the impact climate change will have on other users of Canada's waterways and their needs. The CCG and others must respond to continue to ensure safe, accessible and sustainable waterways for Canadians. This project is to determine the extent and magnitude of these threats to support decision making by CCG and others involved in delivering the above. A thorough assessment of the threats presented along with potential adaptation strategies is required to support proactive planning by the CCG and others.

## ABOUT CLEAR SEAS

Clear Seas is an independent, not-for-profit research centre that provides impartial and fact-based information about marine shipping in Canada. Led by a Board of Directors and advised by a Research Advisory Committee, Clear Seas' work focuses on identifying and sharing best practices for safe and sustainable marine shipping in Canada, encompassing the human, environmental, and economic impacts of the shipping industry.

All Clear Seas reports are publicly released and made available at [clearseas.org](https://clearseas.org).

## SCOPE OF WORK

The scope of work outlined in this RFP is intended to support the CCG and others in taking an integrated and long-term strategic approach to climate change adaptation planning and decision making. The specific research objectives are:

- To identify different ways climate change will impact Canadian waterways and their users.
- To assess how these changes will affect the effective delivery of maritime services by the CCG and others, including effects on marine assets, facilities and infrastructure, operational programs, logistics, regulations, and policies.
- To discover potential strategies to manage the climate change adaptation process to inform future strategic program decisions, investments, and climate change mitigation plans for the CCG, industry and other government departments.

Key tasks include:

- Participate in an initial virtual meeting with Clear Seas' representative(s) upon the issuance of the contract to review all functions related to the execution of the project, confirm milestone dates and deliverables and review methodology.
- Conduct a short virtual meetings every two weeks with Clear Seas' representative(s) to review progress and expectations.
- Conduct an external scan of the literature on climate change impacts to identify and catalogue those impacts that have potential to affect the maritime environment and in what ways.
- Identify and interview leading researchers (e.g. academics, non-governmental organizations) working in the area of climate change adaptation and resiliency, including those specific to marine assets and operations.
- Research the approaches undertaken by coast guards, government agencies and industry from other jurisdictions with respect to climate change vulnerability assessments and climate change mitigation.
- Compile an inventory of leading researchers and research programs contributing knowledge to the climate change resiliency and adaptation of maritime services to support the safety, accessibility and sustainability of waterways.

## TIMELINE

Following the execution of the contract with the successful respondent (the Contractor), Clear Seas anticipates the following schedule:

Responsible Party	Task	Timeline
Contractor	Attend kick-off meeting and prepare and deliver an outline of the study	Week of February 7
Contractor	Prepare and deliver a presentation of preliminary findings	Week of March 7
Contractor	Prepare and deliver the draft report, reference library, and final invoice	By March 30
Clear Seas	Review and provide feedback on draft report	By April 15
Contractor	Incorporate feedback and prepare and deliver the final report	By April 30

The delivery of a draft report and final invoice are due no later than March 30, 2022. The contract is expected to be fully executed with all project work completed and the final report delivered by April 30, 2022.

## BUDGET

Respondents are expected to submit the estimated level of effort for the project and a quote based on a fixed price, including professional fees, expected expenditures and miscellaneous expenses. Total budget is not to exceed \$26,000.

## DELIVERABLES

The Contractor will be required to prepare and submit the following deliverables:

- **Deliverable #1:** Provide an outline of the study and of the final report prior to initiating work.
- **Deliverable #2:** Provide an inventory of leading researchers and research programs contributing knowledge to the adaptation of maritime services for climate change resiliency.
- **Deliverable #3:** Provide a library of reference material used in the development of the study for Clear Seas' use while reviewing the draft report.

- **Deliverable #4:** Provide an electronic copy of a draft research summary report to Clear Seas for review and comment. The draft report is to be prepared using the template provided by Clear Seas. The report will outline the key findings, including:
  - A catalogue of the different ways climate change will impact Canadian waterways and their users.
  - An assessment of how changes will affect the effective delivery of maritime services by the CCG and others, including effects on marine assets, facilities and infrastructure, operational programs, logistics, regulations, and policies.
  - Recommended strategies to manage the climate change adaptation process to inform future strategic program decisions, investments, and climate change mitigation plans for the CCG, industry and other government departments.
- **Deliverable #5:** Provide a final report based on Clear Seas' comments and feedback from stakeholder review. The final report will be submitted electronically to Clear Seas.

The deliverables should address the components of the scope indicated above, include all relevant background documentation such as sources of information used in the development of the study, bibliography, methodology, assumptions, analysis, limitations and results, and incorporate comments, if any, received from Clear Seas and Clear Seas' stakeholders on the draft versions.

All Clear Seas reports are publicly released and made available at [clearseas.org](http://clearseas.org).

## CONTRACT TERMS & CONDITIONS

See Appendix A for Clear Seas' Service Agreement which is proposed to apply to this project.

## CONTRACTOR SELECTION PROCESS

The selection criteria are provided in Appendix B. Briefly, the Contractor will be selected based on:

- Cost to provide the defined Scope of Work
- Ability to meet defined project timelines
- Methodology proposed to conduct the work
- Composition and experience of project team
- Past experience with climate change vulnerability assessments relating to the marine environment, transportation and safety

- Demonstrated knowledge of climate change impacts on maritime operations and marine assets, facilities and infrastructure, operational programs, logistics, regulations, and policies
- Other experience relating to maritime shipping and safety

## SUBMISSION DETAILS

In response to this RFP, a proposed Contractor must:

1. Email Jennifer Steele ([jennifer.steele@clearseas.org](mailto:jennifer.steele@clearseas.org)), Research Manager with a bid for the work outlined in this RFP. Bid to provide following cost breakdown:
  - a. Total contract amount in Canadian funds exclusive of GST
  - b. Breakdown of expected expenditures and miscellaneous expenses
  - c. Rate (\$/hr) for additional professional services beyond the scope of the contract
2. Include an outline of the methodology to collect the necessary data, conduct the requested analysis, and provide the requested deliverables.
3. Provide Clear Seas with timeline and milestones for deliverables to be written into the service contract. Contractor to include a weekly email update and biweekly conference call (~30 minutes with Clear Seas' Research Manager) outlining the project status and any issues within the contracted scope of work, including % of work completed and % of planned effort expended.
4. Demonstrate previous experience in the areas outlined within this RFP.
5. List proposed key personnel and their relevant experience. Access to translation services for English to French will be considered favourably but is not required.
6. Declare any potential conflicts of interest.
7. Adhere to the following guidelines in response:
  - a. PDF for electronic submission
  - b. Maximum of 10 pages (excluding resumes)
  - c. Structure:
    - i. Company information
    - ii. Research plan and methodological approach
    - iii. Deliverables
    - iv. Schedule with milestone dates
    - v. Costs
    - vi. Relevant experience
    - vii. Key personnel qualifications
    - viii. Declaration of conflict of interest
    - ix. Resumes for key personnel

Bid responses will be accepted until 5 PM Pacific time January 31, 2022. Clear Seas expects to award this contract no later than February 4, 2022. Clear Seas reserves the right to cancel or reissue this bid solicitation at any time, negotiate with a sole bidder or accept or reject any or all bids received in response to this bid solicitation.

We look forward to your submission, and any further questions can be directed to:

Jennifer Steele, MMM, B.Sc.  
Manager of Research & Knowledge Mobilization  
Clear Seas Centre for Responsible Marine Shipping  
355 Burrard Street, Suite 630, Vancouver, BC V6C 2G8  
778.730.1332 | [jennifer.steele@clearseas.org](mailto:jennifer.steele@clearseas.org)



## APPENDIX A - Service Agreement

This Agreement (the “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**CLEAR SEAS CENTRE FOR RESPONSIBLE MARINE SHIPPING SOCIETY**, a society incorporated under the laws of British Columbia and having an office at 630 – 355 Burrard Street, Vancouver, BC V6C 2G8.

(“**Clear Seas**”)

AND:

▼[Insert Contractor’s full legal name] having an office at \_\_\_\_\_

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(the “**Contractor**”)

WHEREAS:

- A. The Contractor is in the business of providing ▼[Describe type of services] services; and
- B. Clear Seas wishes to engage the Contractor to perform the Services (as defined herein), and the Contractor agrees to provide the Services to Clear Seas in accordance with the terms and conditions set out in this Agreement, including any terms and conditions that may be set out in other documents incorporated by reference into this Agreement.

THEREFORE in consideration of the agreements and covenants set out in this Agreement Clear Seas and the Contractor agree as follows:

### SERVICES

#### Services

Clear Seas hereby retains the Contractor to provide the services as described generally in Schedule A to this Agreement (the “**Services**”). Clear Seas may deliver to the Contractor variations to the Services in writing or may request the Contractor to submit proposals for variations to the Services.

#### Standard of Care

The Contractor agrees that it will:

perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that Clear Seas is relying on the Contractor's experience and expertise;

comply with all reasonable requests from Clear Seas in relation to providing the Services;  
and

comply, at its own expense, with all relevant legal requirements, and to apply for and obtain all consents required for providing the Services.

### **Access by Contractor**

Where the Contractor requires access to Clear Seas' premises, access will be available at such times as agreed by the parties. When accessing Clear Seas' premises, the Contractor agrees to comply with the policies of Clear Seas, including those in relation to security and occupational health and safety.

Clear Seas may grant, in its absolute and sole discretion, to the Contractor temporary access to Clear Seas' information technology, systems and data (the "**IT Systems**") for the limited purpose of providing the Services. The Contractor will only use and access Clear Seas' IT Systems to provide the Services during the Term. At Clear Seas' option, any access to Clear Seas' IT Systems may be restricted or removed at any time.

### **Time is of the Essence**

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will undertake the Services in a timely manner, and in accordance with any milestone dates as may be agreed to in writing by Clear Seas and the Contractor.

### **Independent Contractor**

The parties acknowledge that in entering into this agreement and in providing the Services, the Contractor has and will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the Contractor as an agent, partner or employee of Clear Seas for any purpose.

### **FEES**

#### **Fees**

In exchange for the Services, Clear Seas will pay to the Contractor the fixed fee of \$▼ (the "**Fee**") for performance of the Services described in Schedule A plus applicable GST.

## **Disbursements**

Unless specifically set out in Schedule A affixed hereto, the Contractor will not be reimbursed for travel, office and other general overhead expenses related to the Contractor's performance of the Services.

## **Payment**

Payment terms will be as follows:

Clear Seas will pay the Contractor a deposit of \$▼ on account of the Services to be performed by the Contractor; and

the balance of the Fee will be payable on the following basis:

the Contractor will submit an invoice to Clear Seas requesting payment of the applicable portion of the Fee for performance of the Services as each milestone set out in Schedule A is met plus any permitted disbursements incurred (if applicable), together with receipts and invoices for all permitted disbursements claimed (the Contractor will reduce the amount of the first invoice, and subsequent invoices, as applicable, to apply the deposit paid by Clear Seas); and

Clear Seas will pay the portion of an invoice which Clear Seas determines is payable within 30 days of the receipt of the invoice.

Payment by Clear Seas of the Fee and any permitted disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from Clear Seas.

## **INSURANCE AND INDEMNITY**

### **Contractor's Insurance Policies**

The Contractor will, on request from Clear Seas, provide evidence, satisfactory to Clear Seas, of all the Contractor's insurance policies providing coverage relating to the Services, including any professional liability insurance policies.

### **Indemnity**

The Contractor will indemnify and save harmless Clear Seas and all its directors, officers, employees, servants, representatives and agents from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which Clear Seas or its directors, officers, employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act of the Contractor or any employee or agent of the Contractor. This

indemnity will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of Clear Seas.

### **Deductions and Remittances**

The Contractor is solely responsible for the deduction and remittance of all statutory remittances and deductions, including without limitation income tax, CPP and EI, in respect of all amounts paid by Clear Seas to the Contractor under this Agreement and in respect of any employees or subcontractors retained by the Contractor to perform the Services. Furthermore, if these amounts are not remitted, the Contractor will indemnify and hold harmless Clear Seas from and against any claim for taxes, penalties and for withholding of funds by the Canada Revenue Agency, the Employment Insurance Commission, the Canada Pension Commission, WorkSafeBC, the British Columbia Employment Standards Branch or any other government agency with respect to any amount found to be payable by Clear Seas to such agency or commission in respect of the Fees (and the Services) including any legal fees incurred by Clear Seas in defending such claims.

### **TERMINATION**

Clear Seas may terminate this Agreement at any time and for any reason whatsoever by giving written notice of termination to the Contractor. Clear Seas will pay the Contractor for Services performed by the Contractor (a percentage of the Fee based on the percentage of the Services completed), and permitted disbursements incurred by the Contractor, up to and including the date of termination. Upon payment of such amounts no other payment will be owed by Clear Seas to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of any Services not performed. If the amount payable for Services performed is less than the amount of the deposit paid by Clear Seas, the Contractor will refund the balance to Clear Seas.

### **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

[Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this Agreement (the “**Confidential Information**”), and will not, without the prior express written consent of Clear Seas, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.]

### **[OR use the following language if wish to couple this services Agreement with the generic NDA]**

[The Contractor agrees that, either before or immediately following its execution of this Agreement, it will enter into a non-disclosure agreement with Clear Seas (the “**NDA**”) in substantially the same form as set out in Schedule B attached hereto to govern how the Contractor handles Clear Seas’ Confidential Information (as such term is defined in the NDA).]

## PRIVACY

### Privacy

The Contractor acknowledges that as a service provider to Clear Seas, it is subject to the *Personal Information Protection Act* (British Columbia) (“**PIPA**”), and in particular the provisions concerning the protection, use and disclosure of personal information, as defined by PIPA (“**Personal Information**”). The Contractor agrees to comply with all applicable requirements of PIPA as service providers, including without limitation:

any applicable order of the commissioner under PIPA; and

any direction given by Clear Seas under this Agreement.

The Contractor will ensure that the Services are provided so as to comply with the confidentiality obligations under this Agreement and/or the requirements of PIPA, as applicable.

## WORK PRODUCT

### Definition

For the purposes of this agreement, “**Work Product**” means all of the work product that the Contractor prepares and delivers to Clear Seas as part of the Services.

### Ownership of Work Product

Clear Seas will be the exclusive owner of the Work Product, and the Contractor agrees to assign and cause its employees, agents and contractors to assign to Clear Seas, effective at the time of creation, all right, title and interest, including all copyright, in and to the Work Product. The Contractor also hereby irrevocably waives and agrees to waive and cause its employees, agents and contractors to waive in favour of Clear Seas and its successors, assigns and licensees any and all moral rights which it may have in and to the Work Product.

The Contractor will keep and maintain adequate and written records of all Work Product made. These records will be available to Clear Seas and will be the sole property of Clear Seas. The Contractor agrees not to, and not to cause or permit anyone else to, include any third party intellectual property into the Work Product unless otherwise agreed in writing by Clear Seas. The Contractor will assist Clear Seas in obtaining and enforcing, for Clear Seas' benefit, patents, copyrights and any other protections in any and all countries for any and all Work Product made by the Contractor (in whole or in part) the rights to which belong to or have been assigned to Clear Seas. The Contractor agrees, upon request, to execute all applications, assignments, instruments and papers and perform all acts that Clear Seas or its counsel may deem necessary or desirable to obtain any and all patents, copyrights or other protection in such Work Product and to protect the interests of Clear Seas therein.

## **NO COMMITMENT TO FUTURE WORK**

The parties have entered into this Agreement on the basis that Clear Seas makes no commitment to retain the Contractor to perform any additional services.

## **DISPUTE RESOLUTION**

### **Notice of Dispute**

Any dispute under this Agreement which cannot be resolved by the parties within thirty (30) days of one party giving written notice to the other of a dispute will be mediated.

### **Mediation**

Clear Seas and the Contractor will agree on the choice of mediator and will share the cost equally. If Clear Seas and the Contractor cannot agree on the choice of mediator within forty-five (45) days of one party giving written notice to the other of a dispute, then the President of the British Columbia Arbitration & Mediation Institute will be requested to appoint a mediator.

### **Mediation Rules**

The National Mediation Rules and Code of Conduct for Mediators will apply to the mediation.

## **GENERAL**

### **Applicable Laws**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

### **Compliance with Laws and Clear Seas' Rules**

The Contractor will provide the Services in full compliance with all applicable laws. The Contractor agrees to abide by all of Clear Seas' applicable policies, security and safety regulations provided to it.

The Contractor agrees that it will comply with all applicable health and safety regulations including the *Workers Compensation Act*. On request from Clear Seas, the Contractor will provide evidence of registration and good standing with WorkSafeBC or other provincial body as relevant to the Contractor's location under the *Workers Compensation Act*.

### **Subcontracting and Assignment**

The Contractor will not sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of Clear Seas.

## Entire Agreement

This Agreement, including [the NDA and] **[delete square brackets if NDA not used]** all attached schedules, contains the entire Agreement of the parties regarding the provision of Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement.

## Further Assurances

Each of the parties will execute and deliver (and cause to be executed and delivered) such further and other documents and do and perform (and cause to be done and performed) such further and other acts or things as may be necessary or desirable to give full effect to this Agreement, including the execution and delivery of assignments of title to and copyright in the Work Product, and waivers of moral rights, in favour of Clear Seas, at the request of Clear Seas from time to time.

## Amendment

This Agreement may be amended only by agreement in writing, signed by both parties.

## Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. The addresses for delivery will be as follows:

To Clear Seas at:  
630 – 335 Burrard Street,  
Vancouver, BC V6C 2G8  
Attention: ▼  
Fax: ▼  
E-mail: ▼

To the Contractor at:

▼  
▼  
Attention: ▼  
Fax: ▼  
E-mail: ▼

### **Unenforceability**

If any provision of this agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

### **Headings**

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

### **Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or Agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**[If Contractor is a corporation, use the following execution blocks]**

**CLEAR SEAS CENTRE FOR RESPONSIBLE  
MARINE SHIPPING SOCIETY**

**▼ [INSERT FULL LEGAL NAME OF  
CONTRACTOR]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Authorized Signatory

**OR**

**[If Contractor is an individual, use the following execution blocks]**



**CLEAR SEAS CENTRE FOR RESPONSIBLE  
 MARINE SHIPPING SOCIETY**

Per: \_\_\_\_\_  
 Authorized Signatory

SIGNED AND DELIVERED in the presence of: )  
 )  
 )  
 )  
 )  
 )

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
**[INSERT FULL LEGAL NAME OF  
 CONTRACTOR]**

\_\_\_\_\_  
 Name of Witness

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Occupation

**SCHEDULE A – SCOPE OF SERVICES**

*[describe milestones and percentage of fee payable at each milestone]*

**SCHEDULE B – NDA**

*[delete this Schedule B if NDA not opted to be included in Services Agreement]*

## APPENDIX B - Evaluation Criteria

Experience	Score
Team has necessary technical and project management experience to successfully complete the work and report	
Team has a good track record in this research field	
Team provides a unique insight to this issue	
Canadian company (Y/N) and/or working in Canada (Y/N)	
Experience Score:	
Methodology	Score
Proposal methodology is realistic and sufficient to meet project objectives	
Proposal includes plan for quality assurance	
Proposal includes definition of climate change adaptation and resilience	
Proposal includes methodology to climate change vulnerability assessment related to marine assets and operations	
Proposal demonstrates understanding of climate change impacts on marine shipping and coast guard operations	
Proposal contains examples of leading researchers and research programs contributing knowledge to climate change adaptation for maritime services	
Methodology Score:	
Schedule	Score
Schedule compared to other respondents' schedules (start/end dates and time to complete)	
Proposal includes project schedule aligned with RFP timeline	
Proposal includes milestones for deliverables	
Proposed schedule is aligned with proposed methodology and budget	
Schedule Score:	
Cost	Score
Proposed LUMP SUM budget amount	
Budget ranking (lowest budget = 5; highest budget = 1)	
Proposal includes comprehensive breakdown of costs	
The proposed deliverables are worth the cost	
The budget is sufficient to provide the deliverables in accordance with the timeline	
Cost Score:	
Final Ranking	

Interpretation	Scale
Excellent. The proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.	5
Very Good. The proposal addresses the criterion very well, but a small number of shortcomings are present.	4
Good. The proposal addresses the criterion well, but a number of shortcomings are present.	3
Fair. The proposal broadly addresses the criterion, but there are significant weaknesses.	2
Poor. The criterion is inadequately addressed, or there are serious inherent weaknesses.	1
Fail. The proposal fails to address the criterion or cannot be assessed due to missing or incomplete information.	0

Category	Weighting
Experience	40
Methodology	20
Schedule	20
Price	20