



Request for Proposals (RFP)

VESSEL TRAFFIC FORECAST:

Evaluating the impact of future traffic changes on the marine shipping landscape in Canada's Pacific region

Clear Seas

Contact: Tessa Coulthard, Research Associate

February 5, 2024

TABLE OF CONTENTS

PROBLEM STATEMENT	3
COMPANY INFORMATION	3
SCOPE OF WORK	4
TIMELINE	7
BUDGET	7
DELIVERABLES	8
CONTRACT TERMS & CONDITIONS.....	9
CONTRACTOR SELECTION PROCESS	9
SUBMISSION DETAILS	10
APPENDIX A - SERVICE AGREEMENT	12
APPENDIX B - EVALUATION CRITERIA	22

PROBLEM STATEMENT

Clear Seas Centre for Responsible Marine Shipping Society (Clear Seas) requires consulting services to conduct an assessment of projected vessel traffic levels in Canadian waters, beginning with the Pacific region. The Great Lakes, St. Lawrence, Atlantic and Arctic regions would also benefit from vessel traffic forecasting assessments, and are expected to be the subject of future studies. Clear Seas has identified the impact of changing vessel traffic conditions and the associated maritime services needed to maintain a safe maritime environment as a key issue affecting marine shipping in Canada.

Within Canada's Pacific region, multiple resource and terminal expansion projects with a marine shipping component are currently under review by the Impact Assessment Agency of Canada (IAAC), and/or the Province of British Columbia or have been approved. The changes in shipping traffic following approval of multiple projects could have a significant impact on the maritime shipping landscape over the next 10-40 years. The goal of this work is to provide information about the potential increases to support maritime sector participants in adapting to a rapidly evolving marine landscape.

This project is to determine vessel traffic projections as a result of major resource and terminal expansion projects in Canada's Pacific region with a marine shipping component across a range of timeframes (2030, 2040, 2050, 2060). While the assessment to be completed through this *Vessel Traffic Forecasting* project is limited to projects in B.C. and vessel traffic in the Pacific region, the objectives include developing an assessment methodology that could be applied to potential future work (to be conducted independent to this contract), including scenarios based on likelihood of project occurrence, projects entering the decommissioning phase, and applications in other Canadian maritime regions (Atlantic, Arctic, and Great Lakes / St. Lawrence regions).

COMPANY INFORMATION

Clear Seas is a Canadian not-for-profit organization that provides independent fact-based information to enable governments, industry, and the public to make informed decisions on marine shipping issues. We work to build awareness and trust so that all people can feel a part of the marine sector. Our vision is a sustainable marine shipping sector that is safe, vibrant, and inclusive, both now and for future generations.

All Clear Seas reports are publicly released and made available at clearseas.org.

SCOPE OF WORK

The specific research objectives to be addressed are:

- Review and evaluate different vessel traffic forecasting methodologies applied in impact assessments and other studies, to inform recommendations for the assessment approach taken in the *Vessel Traffic Forecasting* project and other potential future expansion studies.
- Gather vessel traffic statistics and create vessel traffic projections as a result of major resource and port expansion projects in the Canadian Pacific region with a marine shipping component over the next 10-40 years.
- Outline next steps and recommendations for expanding the assessment to consider further scenarios based on more detailed assessment of likelihood of occurrence, projects entering the decommissioning phase, and application in other Canadian maritime regions (Atlantic, Arctic, and Great Lakes / St. Lawrence regions).

These research objectives are to be addressed accounting for the following scope considerations:

- Geography: traffic projections for vessels operating in Canada's Pacific region (defined as the waters of the coast of British Columbia extending out to 200 nautical miles), with sub-regions to be defined in the study methodology.
- Vessel traffic type: all commercial shipping vessels and support vessels (e.g. tugs, pilotage vessels) considered in the major resource and port expansion impact assessments.
- Vessel traffic baseline: 2014-2016. The results of the Clear Seas [Vessel Traffic in Canada's Pacific Region](#) study, completed by Nuka Research and published in 2021, will be used as the baseline for the future projections.
- Future time horizon: vessel traffic projections for years 2030, 2040, 2050, and 2060.
- Future traffic scenarios: presented as range of probabilistic outcomes for traffic projections. This is based on the expectation that not all projects will get approved or progress to operational phase and should account for any range of projections if found in the data sourced from individual project impact assessments.
- Project type: major resource and port expansion projects under review and recently approved in British Columbia. Relevant projects include but may not be limited to:

- Projects currently under review by the IAAC and/or the Province of British Columbia:
 1. Ksi Lisims LNG - Natural Gas Liquefaction and Marine Terminal Project
 2. Tilbury Marine Jetty Project
 3. Tilbury Phase 2 LNG Expansion
 4. Delta Grinding Facility Project
 5. DP World Nanaimo Duke Point Terminal Expansions
 6. GCT Deltaport Expansion - Berth Four Project
- Projects recently approved by the Government of Canada and/or the Province of British Columbia which are working towards their operational phase:
 1. Vopak Pacific Canada
 2. LNG Canada Export Terminal Project
 3. Woodfibre LNG
 4. Trans Mountain Expansion Project
 5. Vancouver Airport Fuel Delivery Project
 6. Cedar LNG
 7. Roberts Bank Terminal 2 Project (RBT2)
 8. Wolverine Terminal

Key tasks include:

- Participate in an initial virtual kick-off 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 virtual project update meetings with Clear Seas' representative(s), to review progress and expectations, and provide short written project updates, with frequency to be determined based on the agreed project schedule.

- Review existing impact assessment and other documentation¹ for each relevant project, including to:
 - Conduct a scan to identify any additional projects not provided in the initial list of projects for consideration.
 - Review and assess different vessel traffic forecasting methodologies applied in impact assessments and other studies,^{2,3} including to compare and contrast different approaches and their respective strengths and limitations, to inform an assessment methodology for this *Vessel Traffic Forecasting study*.
 - Document anticipated changes to the maritime response and operational environment (e.g. Pollution Prevention and Response (PPR); emergency towing; escort tugs) as a result of potential, recommended or legally required conditions to project approval decisions.
- Compile vessel traffic projection data and information from respective project impact assessments and other relevant resources. The data and information should be presented in a consistent and spatially compatible format and include supporting metadata (such as source methodologies and any assumptions or statements of limitations).
- Create vessel traffic projections for future years 2030, 2040, 2050, and 2060 across a range of probabilistic outcomes. The combined data from all projects and results should be presented in an integrated spatial view (based on the proposed sub-regions) and provided in a spreadsheet format.
- Create recommendations for expanding the assessment to consider further scenarios based on more detailed assessment of likelihood of occurrence, projects entering the decommissioning phase, and application in other Canadian maritime regions (Atlantic, Arctic, and Great Lakes / St. Lawrence regions).

¹ For example: Voters Taking Action on Climate Change and Burns Bog Conservation Society. "RE: Marine Shipping Addendum to the Environmental Impact Statement for the Roberts Bank Terminal 2 Project". December 16 2015. *Impact Assessment Agency of Canada*. Accessed August 29, 2023 from: <https://ceaa-acee.gc.ca/050/documents/p80054/104026E.pdf>

² Refer to Clear Seas research article "[How the TMX Pipeline Will Affect Marine Shipping in the Salish Sea](#)" as one possible example of a basic approach that could be applied in this *Vessel Traffic Forecasting study*.

³ Pelot, R. 2021. Review of Methodologies for Predicting Future Vessel Traffic in the Northern Shelf Bioregion, British Columbia, for Transport Canada's Cumulative Effects of Marine Shipping (CEMS) Initiative. Final Report. November 22, 2021.

- Prepare a written report and support materials (including reference library, summary presentation, communications materials) outlining research objectives, methods and findings, using Clear Seas' report template and styles.

This scope of work specifically excludes the following components:

- Assessment of impact of future vessel traffic on environmental or socio-economic values. This forecast is of the cumulative (i.e. successive additions of) traffic volume from multiple projects.
- Creating a new forecast model for vessel traffic based on changes beyond major resource and port expansion projects, such as GDP and population growth.
- Assessment of how the Canadian Coast Guard, Response Organizations, Port Authorities and others may need to respond to changing vessel traffic conditions.

TIMELINE

Clear Seas anticipates the project schedule to be determined by the successful respondent (the Contractor), accounting for the following bounds:

- The contract is expected to be awarded within two weeks of the RFP close date.
- The first interim progress review should take place within one month from the initial project kick-off meeting.
- The delivery of a draft report and final invoice are due no later than March 29, 2024.
- The final report is to be delivered by April 30, 2024.

Clear Seas anticipates the project schedule to be determined by the successful respondent (the Contractor). A proposed project timeline and start date availability should be outlined in the RFP response. A final project schedule will be established upon execution of a Service Agreement (see Appendix A) with the Contractor.

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 \$50,000 plus applicable taxes.

DELIVERABLES

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

- **Deliverable #1:** Provide an outline of the study and annotated table of contents for the final report prior to initiating work.
- **Deliverable #2:** Provide interim progress reviews on initial research findings to Clear Seas for review and comment. Progress reports are to be prepared as a slide deck and supported by other files formats as needed. The timing and frequency of progress reports will serve as checkpoints at key project intervals and will be determined by the proposed project schedule. The progress report(s) will include:
 - Summary of preliminary research findings, including a progress report on data compilation, a summary of the vessel traffic forecasting methods reviewed, and recommended methodology for completing the study assessment.
 - Presentation of preliminary vessel traffic projection results (**Deliverable #4**).
- **Deliverable #3:** Provide a library of reference material used in the development of the study for Clear Seas' use as future reference materials and while reviewing the draft report. The reference library is intended as living database populated throughout the project and will use the Zotero web-based platform.
- **Deliverable #4:** Provide the compiled vessel traffic data and forecast assessment projection results as initial drafts to Clear Seas for review and comment on before finalizing the data products (**Deliverable #6**). Data products could include:
 - A spreadsheet of all vessel traffic projections and source metadata.
 - A spatial data layer output that is compatible with Clear Seas' [Mapping Marine Traffic project](#) toolkit, using ArcGIS or another suitable platform agreed to by Clear Seas.
- **Deliverable #5:** Provide a draft research 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:
 - Review and evaluation of different vessel traffic forecast methods used to inform the approach selected for this study.
 - Projections of vessel traffic in 2030, 2040, 2050, and 2060 for Major Resource and Port Expansion Projects under review and recently approved by the Impact

Assessment Agency of Canada and/or the Province of British Columbia, and other projects, as applicable.

- Recommendations for expanding the methodology for the Pacific region to consider a) further scenarios based on more detailed assessment of likelihood of occurrence, b) projects entering the decommissioning phase, and c) expanding the assessment to the Atlantic, Arctic, and Great Lakes / St. Lawrence regions.
- **Deliverable #6:** Provide the finalized data products and a final report based on Clear Seas' comments and feedback from stakeholder review. The final report and accompanying materials 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.

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:

- Composition and experience of project team
- Methodology proposed to conduct the work
- Past experience with impact assessment (conducting and reviewing)
- Past experience with vessel traffic forecasting methods
- Cost to provide the defined Scope of Work
- Ability to meet defined project timelines

Clear Seas is committed to sustainable and socially responsible procurement. Priority will be given to Indigenous-owned or operated businesses and to proponents who demonstrate a commitment to Equity, Diversity and Inclusion in the workplace.

SUBMISSION DETAILS

In response to this RFP, a proposed Contractor must:

1. Email Tessa Coulthard (tessa.coulthard@clearseas.org), Research Associate, with a bid for the work outlined in this RFP that is to be valid for 60 calendar days after the closing date. 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 regular email update and project update calls (~30 minutes with Clear Seas' project manager, frequency to be determined based on project schedule) 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.

Bid responses will be accepted until 5 PM Pacific time February 20, 2024. Clear Seas expects to award this contract within two weeks of the RFP close date. 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:

Tessa Coulthard

Research Associate

Clear Seas

355 Burrard Street, Suite 630, Vancouver, BC V6C 2G8

778.730.1360 | tessa.coulthard@clearseas.org

APPENDIX A - SERVICE AGREEMENT

This Agreement (the “**Agreement**”) is made as of the [redacted] day of [redacted], 20[redacted].

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 _____

(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

1.1 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.

1.2 Standard of Care

The Contractor agrees that it will:

- (a) 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;
- (b) comply with all reasonable requests from Clear Seas in relation to providing the Services; and
- (c) comply, at its own expense, with all relevant legal requirements, and to apply for and obtain all consents required for providing the Services.

1.3 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.

1.4 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.

1.5 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

1.6 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.

1.7 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.

1.8 Payment

Payment terms will be as follows:

- (a) Clear Seas will pay the Contractor a deposit of \$▼ on account of the Services to be performed by the Contractor; and
- (b) the balance of the Fee will be payable on the following basis:
 - (1) 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
 - (2) 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

1.9 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.

1.10 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.

1.11 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.

If Clear Seas fails to make payments when due, or otherwise is in breach of the Agreement, the Contractor may suspend performance of services upon five (5) calendar days' notice to Clear Seas. The Contract shall have no liability whatsoever to Clear Seas for any costs or damages as a result of such suspension.

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

1.12 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:

- (a) any applicable order of the commissioner under PIPA; and
- (b) 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

1.13 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.

1.14 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

1.15 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.

1.16 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.

1.17 Mediation Rules

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

GENERAL

1.18 Applicable Laws

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

1.19 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*.

1.20 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.

1.21 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.

1.22 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.

1.23 Amendment

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

1.24 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: ▼

1.25 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.

1.26 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.

1.27 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: _____
Authorized Signatory

Per: _____

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)
_____)
Name of Witness)
_____)
Address)
_____)
Occupation)
)

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

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)	
Indigenous-owned or operated business (Y/N)	
EDI commitment in business and demonstration in proposed project team (Y/N)	
Experience Score:	
Methodology	Score
Proposal methodology is realistic and sufficient to meet project objectives	
Proposal includes plan for quality assurance	
Proposal demonstrates an understanding of the relationship between impact assessments and changes to the marine shipping landscape	
Proposal includes a list of initial factors that could be applied in the vessel traffic projection assessment	
Proposal contains two original examples of vessel traffic forecasting studies for consideration in developing the study methodology	
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 fixed price	
Proposal includes comprehensive breakdown of costs	
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	30
Methodology	30
Schedule	20
Price	20