



Request for Proposals (RFP)

## Ship Technology Prioritization:

Understanding how decisions are made when selecting environmental impact-reduction technologies on ships

**Clear Seas Centre for Responsible Marine Shipping**

Contact: Jennifer Steele, Manager of Research and Knowledge Mobilization

April 21, 2023

## TABLE OF CONTENTS

PROBLEM STATEMENT .....	3
COMPANY INFORMATION.....	4
SCOPE OF WORK.....	4
TIMELINE.....	7
BUDGET .....	7
DELIVERABLES.....	7
CONTRACT TERMS & CONDITIONS .....	9
CONTRACTOR SELECTION PROCESS.....	9
SUBMISSION DETAILS .....	9
APPENDIX A - Service Agreement.....	11
APPENDIX B - Evaluation Criteria.....	20

## PROBLEM STATEMENT

Clear Seas Centre for Responsible Marine Shipping (Clear Seas) requires consulting services for an informational study and advisory services to better understand the decisions made by shipbuilders and ship owners when selecting environmental impact-reduction technologies to incorporate into vessel design (new build and retrofit).

Although marine shipping remains the most energy-efficient way to transport freight globally, as vessel traffic increases, so do concerns about its environmental impacts, which extend beyond greenhouse gas emissions. Work must be done to reduce and eliminate impacts from ships, including all forms of air pollution, discharges of oil and other waste into the water, microplastics, underwater noise, and the transfer of invasive species, while preventing spills and accidents. When it comes to improving the environmental footprint of shipping, both ship owners and technology developers are faced with a myriad of possibilities – such as automation, alternative fuels, propulsion systems, and innovative materials – for where they should place their effort. Tailored decision support is needed to meet the pressing and complex demands of technology assessment for environmentally sound maritime shipping futures.

To address this need, Clear Seas is undertaking the multi-year [Pathways to Zero-Impact Shipping](#) research project in collaboration with the National Research Council of Canada (NRC) and the University of British Columbia (UBC). The project will develop an evaluation framework that accounts for the full environmental impacts of marine shipping and the extent different technologies may contribute to reducing those impacts. The resulting tools and resources can be used to evaluate and prioritize across different technological solutions, considering trade-offs and co-benefits when selecting across a suite of technologies rather than one impact or concern at a time. The project will produce a publicly available framework which will help identify solutions that have the greatest potential to reduce overall impacts and scope future research driving technological improvements toward the goal of ‘zero-impact shipping’. The scope of work outlined in this RFP is itself a discrete project that will support the larger *Pathways to Zero-Impact Shipping* project.

The goal of the *Ship Technology Prioritization* project that is the subject of this RFP is to understand the types of decisions and processes by which decisions are made by naval architects, ship builders and ship owners when selecting impact-reduction technologies to incorporate into vessel design (new build and retrofit). The outcomes of this work are intended to clarify the decision context around ship design, including what technology options are being considered, how and why decisions are made when selecting between technology options, and the relationships to other decisions previously made or anticipated.

The *Ship Technology Prioritization* project outcomes will inform aspects of the development of early iterations of the decisions support framework developed through the larger *Pathways to Zero-Impact Shipping* project. The project will produce an inventory of technology options, including means to assess their relative environmental impacts, which may be incorporated into the framework as different options for selection. The *Ship Technology Prioritization* project will also produce a characterization of the decision context and process which will inform the design of the decision support framework structure.

The *Ship Technology Prioritization* project scope explicitly excludes the selection of alternative marine fuel choices. This will be the subject of a separate project for which Clear Seas anticipates issuing a proposed scope of work and RFP in Spring 2023.

## COMPANY INFORMATION

Clear Seas is a Canadian not-for-profit and independent research centre that provides impartial and fact-based information on marine shipping to policy makers and the public. 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. Through comprehensive research, communications, and Indigenous-focused programs, Clear Seas helps fill knowledge gaps and builds capacity in this important sector of the Canadian and global economy.

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

Project partners include academic researchers from the Institute for Resources, Environment and Sustainability (IRES) and the Department of Mechanical Engineering at the University of British Columbia (UBC). The academic team's research areas focus on decision analysis and developing decision support systems in different contexts including pollution, climate, and energy issues; environmental and ecosystem health; environmental conflict resolution; and decarbonization of maritime shipping.

## SCOPE OF WORK

The scope of work outlined in this RFP was developed in collaboration with the *Pathways to Zero-Impact Shipping* project partners. The specific research objectives are:

- To identify the different types of environmental impact-reduction technologies that are currently being considered in vessel design, including the types of metrics by which technologies' impacts on environmental performance are currently being measured.
- To characterize the decision making context for the selection of impact-reduction technologies to include on vessels, including commonly used criteria to evaluate and

prioritize between technology options, factors considered in decisions, and when decisions are made throughout the ship concept design and build process.

- To illustrate the technology selection process using real world examples (case studies) which outline decision processes for a range of ship types.

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

- All vessel types operating in Canadian waters, with a minimum of four case study examples selected to illustrate the variation across different vessel types, including at least one Canadian domestic vessel, one Canadian government vessel and one retrofit example.
- Any environmental impact type addressed through technology that is being accounted for in ship design. The scope is not restricted to one type of impact (e.g. air quality, GHG emissions). Consideration should be given to environmental performance trade-offs, co-benefits, and knowledge gaps documented for technological alternatives included in the study.
- Timescale - When considering the aforementioned trade-offs, co-benefits, and knowledge gaps, consideration of time-scale in assessments is to be included where relevant. Documentation of how decisions made now may enable or constrain future decision opportunities is also within this scope.
- Project type - Factors influencing technology selection for both new builds and retrofit projects.
- Technology characteristics - how factors such as full life cycle impacts and maturity of technologies (e.g. technology readiness levels (TRLs)) are considered.
- Decision making during both the concept design and ship building phases, including potential conflicts that may occur between ship owners, concept designers, construction designers and ship builders.
- Roles and responsibilities - the ultimate decision maker(s), stakeholders and key technical experts are identified and their role in the decision process defined (e.g. who owns which decisions and when, such as in the case of ship owners versus charterers).
- Scale or "fleet affects" - where relevant, consider and explain instances in which decisions made at specific scales (vessels for example) enable or constrain decisions at other scales (fleet for example).
- Incentives - what incentives are already available or could be available in the future that may influence technology selection
- How uncertainty is accounted for and how risks and opportunities are considered in the technology selection decision making process.
- The kinds of existing tools and frameworks decision makers are currently looking for for decision support.

Key tasks include:

- Participate in an initial virtual kick-off meeting with representatives from the Clear Seas and UBC research team 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 and UBC representatives, to review progress and expectations, and provide short written project updates, with frequency to be determined based on the agreed project schedule.
- Conduct a technology review to understand current and emerging impact-reduction technologies, means available to assess their impacts and contribution to environmental performance, and current decision criteria being used to select between them.
- Participate in regularly scheduled discovery meetings with UBC research lead, on a biweekly to monthly basis, to provide general advice on ship technology decision making and iterative input to pathways framework at different stages of development.
- Facilitate targeted interviews by the UBC research lead with people providing advisory services with respect to technology selection for different types of ship design and at different phases of the design process.
- Participate in *Pathways to Zero-Impact Shipping* project workshop(s), where relevant. Participation may include providing comment on workshop content and design.
- Prepare a written report and support materials (reference library, summary presentation, communications materials) outlining research objectives, methods and findings, using Clear Seas' report template and styles.
- Write a public interest article based on the project, to be published on Clear Seas [website](#), on a topic which provides insight into how ship design considers environmental impacts and how decisions get made when prioritizing between different impacts.
- Other tasks to be determined.

This scope of work specifically excludes the following components:

- Alternative marine fuel choices - this will be the subject of a separate project. Clear Seas anticipates issuing a proposed scope of work and RFP in Spring 2023.
- Characterizing impact-reduction technologies found off the ship or impacts further up and down the supply chain.
- Calculating the full environmental impact of each technology at all stages of the technology's lifecycle through Life Cycle Analysis (LCA) or other assessment type.
- Developing new systems maps or decision support structures. This scope of work is limited to clarifying decisions that exist, which will inform components of systems maps

and decision support structures that will be developed as part of the *Pathways to Zero-Impact Shipping* project.

## 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 start by May 29, 2023.
- The interim progress review should take place within 6 to 8 weeks from the initial project kick-off meeting.
- Discovery meetings with UBC research lead will take place throughout the full duration of the contract, extend to March 2024.
- The contract is expected to be fully executed with all project work completed and final deliverables issued by March 2024.

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, and should include terms for any additional follow-on work beyond the scope of the contract.

## DELIVERABLES

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

- **Deliverable #1:** Provide an outline of the study and final report prior to initiating work.
- **Deliverable #2:** Provide and present an interim progress report on initial research findings to Clear Seas and UBC for review and comment. The progress report is to be prepared as a slide deck using the PowerPoint template provided by Clear Seas and supported by other files formats as needed. The progress report will include:
  - Summary of preliminary research findings, including an initial inventory of technologies that the project will consider and catalogue of decision factors.
  - Description of suggested case studies and rationale.
  - Discussion points for project input and next steps.

- **Deliverable #3:** Provide a library of reference material used in the development of the study for Clear Seas' and UBC's use as future reference materials and while reviewing the draft report. The reference library is intended as living database which the research team will have access to and will be populated throughout the project and will use the Zotero web-based platform.
- **Deliverable #4:** 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:
  - a) An inventory of new and emerging ship technologies that have potential to reduce environmental impacts and in what ways, including input and considerations for the kinds of metrics used to evaluate the environmental performance of each technology.
  - b) Characterization of the context and processes by which technology selection decisions are made, including criteria that are used to evaluate the different technology relative to each other.
  - c) Application of a) and b) in real world decision examples through four illustrative ship design scenarios.
- **Deliverable #5:** Provide a draft final report and final summary presentation, based on the Clear Seas and UBC project team's comments, for confidential stakeholder review.
- **Deliverable #6:** Provide a final report incorporating the Clear Seas and UBC project team's comments and feedback from stakeholder review. The final report and accompanying materials (reference library, interview notes, summary presentation, communications materials) will be submitted electronically to Clear Seas.
- **Deliverable #7:** Provide a public interest article for Clear Seas webpage.

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.

As a sub-contract project, the *Ship Technology Prioritization* project findings and deliverables outlined above are considered intellectual property created through the *Pathways to Zero-Impact Shipping* project, the result of which are intended for the public domain. Knowledge mobilization of the project research and results, including presentation at symposia, national or regional professional meetings, publication of project content to the Clear Seas website and other public engagement platforms, and publication in academic journals or other publications, are subject to approval from NRC.

## 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 and backup personnel
- Past experience providing advisory services for selecting impact-reduction technologies to incorporate into vessel design
- Extent of professional advisory services, including number and variety of clients served and relevance to the project ship design case studies, demonstrated with work portfolio examples
- Demonstrated domain knowledge of the maritime industry, environmental impacts of shipping, and ship impact-reduction technologies

## SUBMISSION DETAILS

In response to this RFP, a proposed Contractor must:

1. Email Jennifer Steele ([jennifer.steele@clearseas.org](mailto:jennifer.steele@clearseas.org)), Manager of Research and Knowledge Mobilization, 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 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 favorably 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. Regular 12-point Arial or Times New Roman font with margins of 2.5 cm
  - d. 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
    - x. Sample report

Bid responses will be accepted until 5 PM Pacific time May 12, 2023. Clear Seas expects to award this contract no later than May 25, 2023. 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  
Manager of Research and 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 \_\_\_\_\_

(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.

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**

### **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

<b>Experience</b>	<b>Score</b>
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:	
<b>Methodology</b>	
Proposal methodology is realistic and sufficient to meet project objectives	
Proposal includes plan for quality assurance	
Proposal includes a definition of ship impact-reduction technologies and example(s) of a prioritization decision in ship design	
Proposal includes examples for internal interview candidates for insight into decision making for different ship types and at all phases of the design process	
Proposal contains a portfolio of past work examples for the delivery of professional advisory services related to this scope of work	
Methodology Score:	
<b>Schedule</b>	
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:	
<b>Cost</b>	
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