

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

E-Mail: kristen.scott@tc.gc.ca

Title: Application of garbage management plans and garbage record-keeping on ships of 100 Gross Tonnage and more

Sujet: Application des affiches, des plans de gestion des ordures et de la tenue du registre des ordures aux navires de 100 tonnes de jauge brute et plus

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments – Commentaires

Proposal To: Transport Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions Set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) Set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions Set out in the resulting contract clauses included in the bid solicitation.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

Solicitation No. – N° de l'invitation		Date
T8080-210218		November 8, 2021/ le 8 novembre 2021
Client Reference No. – N° référence du client		
T8080-210218		
Solicitation Closes L'invitation prend fin		Time Zone Fuseau horaire
at – à	02 :00 PM – 14h00	Eastern Time (ET) Heure de l'Est (HE)
on – le	December 20, 2021/ le 20 décembre 2021	
F.O.B. - F.A.B.		
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/>	Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :		
Kristen Scott		
Area code and Telephone No. Code régional et N° de téléphone		Facsimile No. / e-mail N° de télécopieur / courriel
506-377-2564		kristen.scott@tc.gc.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction		
National Capital Region		

Instructions: See Herein

Instructions : Voir aux présentes

Delivery required -Livraison exigée	Delivery offered -Livraison proposée
See Herein – Voir aux présentes	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Compétence du contrat : Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
e-mail - courriel	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work - Bid

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

2.2 Submission of Bids

Bids must be received by the Contract Authority by the date and time indicated on page 1 of the solicitation. Bids must be sent by Electronic Submission to kristen.scott@tc.gc.ca.

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

2.3 Former Public Servant - Competitive Bid

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

Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

Transport Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.7 Bid Challenge and Recourse Mechanisms

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

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (one (1) electronic copy)
Section II: Financial Bid (one (1) electronic copy)
Section III: Certifications (one (1) electronic copy)

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

Interested Bidders are invited to submit a proposal, through Electronic Submissions at:
kristen.scott@tc.gc.ca.

Individual e-mails exceeding five megabytes (5MB), or that include other factors such as embedded macros and/or links may be rejected by the Transport Canada e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.

Larger bids may be submitted through more than one e-mail. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013/11/06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex "C"

4.1.1.2 Point Rated Technical Criteria

Point Rated Technical Criteria as specified in Annex "C"

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum points specified for each criterion for the technical evaluation, and
 - (d) obtain the required minimum of 112 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 160 points.

2. Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	88	82	92
Bid Evaluated Price	C\$60,000	C\$55,000	C\$50,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$88 / 100 \times 70 = 61.6$	$50,000 / 60,000 \times 30 = 25$	86.6
Bidder 2	$82 / 100 \times 70 = 57.4$	$50,000^* / 55,000 \times 30 = 27.3$	84.7
Bidder 3	$92 / 100 \times 70 = 64.4$	$50,000^* / 50,000 \times 30 = 30$	94.4

* represents the lowest evaluated price

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website

(<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010/08/16), Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010/08/16), Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work - Contract

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010B (2020/05/28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4007 (2010/08/16), Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract Award to July 31, 2022 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kristen Scott
Procurement Specialist
Transport Canada, Materiel and Contracting Services
275 Sparks Street
Ottawa, ON
K1A 0N5

Telephone: (506) 377-2564
E-mail: kristen.scott@tc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

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

6.5.3 Contractor's Representative (Bidder please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment - Firm prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex B, Basis of Payment. Customs duty are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Method of Payment – Milestone Payments

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

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

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

6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C0705C	Discretionary Audit	2010/01/11

6.7.4 Electronic Payment of Invoices – Contract

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

(As indicated in Annex “D”)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices are to be submitted quoting Contract No. **T8080-210218**, to the address indicated on Page 1 of the contract. For each invoice, the Contractor shall:

- describe the services/goods covered by the invoice; and
- Indicate the dates for which the services/goods were rendered.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2010/08/16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B](#) (2020/05/28), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____.

6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
G1005C	Insurance – No Specific Requirement	2016/01/28

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

In 2018, under its G7 Presidency, Canada championed the adoption of the Oceans Plastics Charter (the Charter) that aims to advance global and domestic action on marine plastic litter and ocean preservation. Also, at this Summit, Canada signed on to the Global Ghost Gear initiative, a multi-stakeholder alliance between the fishing industry, private sector, corporates, non-governmental organizations (NGOs), academia and governments that focuses on solving the problem of abandoned, lost and otherwise discarded fishing gear (ALDFG) worldwide. As a signatory country to this initiative, Canada has demonstrated its commitment to addressing ocean plastics.

In the same year, parallel to the Charter and in light of the recognition of the threats that marine plastic litter represents, Canada fully supported the development and adoption of the IMO's Action Plan to Address Marine Plastic Litter from Ships. This action plan identifies specific outcomes and contains 30 action items over the short, medium, and long term to mitigate the amount of plastic entering waterways from shipping and fishing activities. The review of application of placards, garbage management plans and garbage record-keeping (regulation 10, MARPOL Annex V) is a short-term action of the plan falling under two separate outcomes: reduction of marine plastic litter generated from, and retrieved by, fishing vessels (as Action 7) and reduction of shipping's contribution to marine plastic litter (as Action 9).

More specifically, the IMO Action Plan is looking to review the applicability of placards, garbage management plans, and extend the application of garbage record-keeping to ships of 100 GT and above. Currently under MARPOL, the requirements to have a garbage management plan for ships of 100 GT and above and every ship which is certified to carry 15 or more persons, and placards for every ship of 12 m and more, are already adopted under Regulations 10.2 and 10.1 respectively. However, the IMO is still considering an amendment to MARPOL to extend the requirement for garbage record books to vessels of 100GT.

Canada is a signatory to MARPOL, and the requirements under Annex V are applied in Canada via the *Vessel Pollution and Dangerous Chemicals Regulations* (VPDCR). Currently, the applicability of the VPDCR is limited to vessels that are either 400 gross tonnage or more, or that are certified to carry 15 persons or more. Under the VPDCR, these vessels are obligated to collect and sort their garbage on board as per s. 106(5) and are required to have garbage management plans and garbage record book onboard as per s.s. 104(1) and 105(1). In addition, every vessel of 12 meters or more in length overall, which roughly corresponds to 16 GT⁴, must display placards that notify the crew and passengers of the garbage discharge requirements (VPDCR, s. 103(1)). Therefore, the applicability of requirements in regards to the display of placards is already being applied to vessels that are 100 GT and above in Canada. At the same time, VPDCR remains non-aligned with the requirement for the garbage management plan and may become non-aligned with the garbage record book requirement if the IMO passes that amendment. As such, the proposed review will focus only on the impacts of extending the applicability of garbage management plans, which is already a requirement under MARPOL, and garbage record books, which may become a requirement under MARPOL, for vessels that are between 100 GT and 400 GT.

The Consultant must review: a) the degree to which current practices of handling garbage waste on ships include the use of garbage management plans and garbage record-keeping with a particular focus on plastic litter (including consumer plastic goods and fishing gear) in connection with the type of operation (for example, fishing, cargo, or cruise ships); b) overall effectiveness of the current practices in deterring and mitigating garbage waste pollution of aquatic ecosystems; and c) challenges to, and effects of, extending the application of garbage management plans and garbage record-keeping to commercial and fishing vessels of 100GT and above. This will enable TC to better understand practical feasibility and impacts of implementing this measure both on the commercial shipping and fishing industries as well as on the TC compliance verification, certification and enforcement operations. This analysis will inform the ongoing efforts by the federal government to review the domestic regulatory framework and will be instrumental in formulating Canada's position at the IMO in regards to the potential amendments of MARPOL Annex V and the discussions relevant to the Strategy to Address Marine Plastic Litter from Ships and the associated Action Plan.

⁴ [Tonnage Measurements \(canada.ca\)](https://www.canada.ca/en/transportation-canada/services/tonnage-measurements.html)

1.3. Terminology:

Contractor: an entity contracted through the competitive bidding process to execute the tasks indicated in the present Statement of Work and to report on the work performed and findings, in writing and orally, during progress reporting meetings and a final debrief.

Garbage waste: this document adopts the definition of garbage waste that is found in Annex V of MARPOL. Garbage waste means all kind of food waste, domestic waste and operational wastes, all plastics, cargo residues, incinerator ashes, cooking oil, fishing gear and animal carcasses (i.e. deceased cargo animals), which were generated during the normal shipping operations. Garbage waste does not include fresh fish and parts thereof generated as a result of fishing activities undertaken during the voyage, or as a result of aquaculture activities which involve the transport of fish including shellfish for placement in the aquaculture facility and the transport of harvested fish, including shellfish, from such facilities to shore for processing.

Marine plastic litter: for the purpose of this contract, means all plastics, as a type of garbage waste defined in MARPOL Annex V, which are discarded, disposed of or abandoned in the marine and coastal environment from aboard a vessel, including plastic consumer goods and ALDFG.

The acronyms used in this document are listed below:

- Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG)
- Transport Canada (TC)
- International Maritime Organization (IMO)
- International Convention for the Prevention of Pollution from Ships (MARPOL)
- Marine Environment Protection Committee (MEPC)
- Vessel Pollution and Dangerous Chemicals Regulations (VPDCR)

2.0 Reference Documents:

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

- IMO Action Plan to Address Marine Plastic Litter from Ships
- MARPOL Annex V
- 2017 Guidelines for the Implementation of MARPOL Annex V
- Vessel Pollution and Dangerous Chemicals Regulations

3.0 Requirements:

3.1 Scope of Work:

TC is interested in an analysis of the effects of a potential extension of the requirements for the application of garbage management plans and garbage record-keeping to ships of 100 GT from the current threshold of 400 GT. The Consultant must review the current practices of handling garbage waste on vessels of 100-400 GT with a particular focus on plastic litter, including consumer plastic goods and fishing gear. The Consultant must also identify challenges to extending the application of garbage management plans and garbage record-keeping, such as making the garbage record book mandatory for

fishing and commercial vessels of 100-400 GT. It should establish whether the extension of the requirements to vessels of 100-400 GT will improve the current practices, and its benefits will outweigh the incremental administrative costs for the industries and the Government.

3.2 Tasks:

Task 1: Collecting data on the Canadian fleet belonging to the 100-400 GT class

- **Developing representative samplings for each type of operation**

According to the Large and Small Vessel Registry of 2020, there are 801 active Canadian-flagged vessels, excluding barges, within the 100-400 GT bracket. The Consultant is to focus on Canadian-flagged vessels since the objective is to assess the impact of implementation of the IMO Action Plan measures on the Canadian shipping industry and allow for calculation of the potential incremental administrative burden per vessel. To assess the administrative burden for TC and other federal agencies, the calculated sampling should be increased by 10% to include foreign vessels in Canadian waters. The above number of vessels should be verified and disaggregated by type of operation, which would be used to provide representative samplings for each type of vessels belonging to the above-specified GT class. Each of the vessel-type samplings should allow for averaging the data by annual voyage length (average number of days at sea) and voyage type (domestic, international). These samplings will be used for the subsequent tasks.

- **Collecting data on quantities and types of garbage including plastic litter**

Through a literature review, or a study of the proposed sampling, or another method, average quantities and types of garbage waste, including plastic litter, generated onboard of sampled vessels between 100-400 GT should be established.

The data should reveal if quantities of garbage waste generated onboard such vessels justifies the requirement for the garbage record book and how the application of the garbage record book will yield positive result in terms of garbage waste management.

Specifically, the following data subsets may be expected to address the rationale above:

- the quantities and composition of garbage waste, including plastic litter, generated onboard;
- the type of operation;
- the length of voyage, and
- the type of voyage (domestic, international).

This information should allow for a comparative analysis of quantities by types of garbage generated, including plastic litter, overall, and in connection to the types of operations. The obtained data should allow for the calculation of average amounts of each type of garbage waste, including plastic litter, operationally generated and otherwise accumulated onboard for each type of vessel on an annual basis.

- **Description of existing onboard garbage waste handling practices and procedures**

The Consultant should identify the existing practices and procedures used to handle and manage garbage waste onboard of sampled vessels belonging to the GT class in question. The description of garbage waste handling practices and procedures should be associated with the types of garbage waste, including plastic litter, and be classified in accordance with vessel/ operation types. Specifically, the description should indicate how garbage is handled between primary collection on board and separation, reuse of materials, storage of garbage, discharge into the sea under the exceptions as stipulated in VPDCR s.5, etc.

The description of the garbage handling process should also indicate how the practices and procedures will be affected once the new requirements are adopted, in terms of garbage

waste onboard recording and management, including sorting, storage, discharge, notification of the port, and off-loading on shore up to the point where port services take control.

Task 2: Analysis of the impact on industry and the federal government if the new requirements are introduced

The Consultant must analyze how the practices and procedures onboard the vessels will be affected. It should provide an understanding of the extent to which compliance with the procedures that will be required under the VPDCR once amended, will be achieved in practice. Any current and potential impediments for compliance for sampled vessels belonging to the GT class in question depending on the type of operation should be identified, as well as ways to address those by both industry and the federal government in order to ensure effective implementation of the new requirements. The analysis should establish:

- incremental costs of any new administrative burden for stakeholders;
- incremental administrative and operational costs for TC and other federal entities (DFO, CCG) to inform of the new requirements, to verify compliance with and to enforce the potential requirements, as well as the most efficient distribution of roles among the federal entities;
- options for effective mechanisms to enhance industry's compliance and support compliance verification / enforcement using both domestic and international best practices (e.g. those adopted in the European Union), and
- the likelihood of these requirements being effective deterrents against illegal dumping.

3.2.1 Tasks/Detailed Services

The Contractor will complete the following tasks:

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

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

b) Conduct a Review of Key Documents/Literature Review

Within 4 weeks of the contract award, the Contractor will conduct a comprehensive search and review of documents and data sources to examine all of the key elements of the statement of work. Upon awarding the contract, the Departmental Representative/Technical Authority will provide the Contractor with the reference documents listed in section 2.0. The Contractor will also be expected to identify and review additional sources of information.

c) Check-in Meeting with Departmental Representatives/Technical Authority #1

Meeting will occur within 5 weeks of the contract award. No later than five business days prior to the meeting, the Contractor will provide the Departmental Representatives/Technical Authority with their proposed methodology and work plan. At the check-in meeting, the Contractor will present their understanding of the issues to be addressed, as well as how the proposed methodology intends to do so. The Departmental Representatives/Technical Authority will validate and provide clarifications where necessary during the meeting.

d) Conduct Data Collection

The Contractor will test and adjust, if needed, the data collection instruments (e.g. questionnaires, surveys, government sources, interviews, etc.). The Contractor will subsequently collect the necessary data as outlined in the approved and accepted detailed Work Plan and Final Methodology. The Departmental Representative/Technical Authority expects to be in regular communication with the Contractor during the data collection phase about the status of the work and be kept apprised of any challenges experienced by the Contractor.

e) Prepare Progress Report #1

Within 9 weeks of contract award, the Contractor will prepare and submit Progress Report #1.

f) Check-in with Departmental Representatives/Technical Authority #2

Meeting will occur within 10 weeks of the contract award. At the check-in meeting, the Contractor will present their progress and identify any challenges encountered, how they have/will be addressed, and results thus far. The Departmental Representatives/Technical Authority will review the progress report in advance and provide any relevant comments or guidance during the meeting.

g) Prepare Progress Report #2

Within 14 weeks of contract award, the Contractor will prepare and submit a Progress Report #2.

h) Check-in with Departmental Representatives #3

Meeting will occur within 15 weeks of the contract award. At the check-in meeting, the Contractor will present their progress and identify any challenges encountered, how they have/will be addressed, and results thus far. The Departmental Representatives/Technical Authority will review the progress report in advance and provide any relevant comments or guidance during the meeting.

i) Prepare Draft Report

Within 19 weeks of contract award, the Contractor will prepare the draft report that summarizes the work done in Progress Reports #1 and Progress Report #2. The draft report should clearly demonstrate how the conclusions reached relate to the evidence uncovered and the objectives of the review. This report must be accompanied by an executive summary. The report will be submitted to the Departmental Representative/Technical Authority.

j) Check-in with Departmental Representatives # 4

Meeting will occur within 20 weeks. At the check-in meeting, the Contractor will present a brief overview of the results of the draft report. Departmental Representatives/Technical Authority will review the draft report in advance of the meeting and provide any relevant comments, guidance or requested revisions during the meeting.

k) Prepare Final Report and PowerPoint Presentation

Within 24 weeks of contract award, the Contractor will prepare the final draft of the report and incorporate the comments from all reviewers as collated and synthesized by the Departmental Representative/Technical Authority. The PowerPoint presentation will demonstrate the

Contractor's findings and will be presented to the Departmental Representative/Technical Authority within 2 weeks after the final report is delivered.

3.3. Deliverables, timelines and Acceptance Criteria:

The Contractor shall provide the following deliverables to the Departmental Representative/Technical Authority in English or French. The Departmental Representative/Technical Authority will review each deliverable and indicate its concurrence, via email or telephone. If changes are requested, the Contractor will review the deliverables accordingly. Approval from the Departmental Representative/Technical Authority will be required at this stage, prior to proceeding with any subsequent work.

Deliverable 1: Progress Report #1

A Progress report that documents preliminary observations from the data and documentary research and analysis.

Due date: Within 9 weeks from contract award

Deliverable 2: Progress Report #2

A Progress report that documents the information and data gathered and the preliminary analysis, since Progress report #1.

Due date: Within 14 weeks from contract award

Deliverable 3: Draft Report

A draft report that synthesizes the results of the various lines of evidence and options to be considered. An executive summary should accompany this report.

Due date: Within 19 weeks from contract award

Deliverable 4: Final Report and PowerPoint Presentation

The Final Report and PowerPoint Presentation revised and approved in accordance with the Departmental Representative/Technical Authority.

Due date: Within 24 weeks.

3.4. Constraints:

Language requirements:

The Department respects the spirit and the letter of the *Official Languages Act*. It is therefore required that the Contractor ensures that all verbal and written communications are provided in the preferred official language of all participants in the interviews and survey.

The Contractor must have at least one project team member who has the capacity to communicate effectively orally and in writing in both official languages at an Advanced* level as

per the description below. This is essential to ensure that it is possible to review all documents and to communicate verbally and in writing in the preferred official language of the participants. TC reserves the right to evaluate the oral and written linguistic abilities of the Contractor team members.

Oral Proficiency Rating Scale

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

Reading Proficiency Rating Scale

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

Writing Proficiency Rating Scale

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

3.5. Support Provided by Canada:

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

3.6. Intellectual Property

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

- The Crown will own the foreground intellectual property arising from work under this contract in

accordance with exception 4.1 of the federal policy on Title to Intellectual Property arising under Crown Procurement Contracts on the grounds that the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is to generate knowledge and information for public dissemination.

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

3.7. Security

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

3.8. Work Location and Travel

It is expected that the Contractor will conduct work on the project from their work location. The project does not include a travel requirement and, therefore, the Contractor will be solely responsible for any travel arrangements and travel expenses incurred.

ANNEX "B" – BASIS OF PAYMENT

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

Method of Payment – Milestone Payments

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

Table 1. Schedule of Milestone Payments

Milestone No.	Description of Deliverable	Firm Amount
1	<u>Deliverable 1</u> : Progress Report #1	\$ _____ (45% of firm price)
2	<u>Deliverable 2</u> : Progress Report #2	\$ _____ (20% of firm price)
3	<u>Deliverable 3</u> : Draft Report	\$ _____ (15% of firm price)
4	<u>Deliverable 4</u> : Final Report and PowerPoint Presentation	\$ _____ (20% of firm price)
Total Estimated Cost (Total Evaluated Price) <i>(the sum of prices for Milestones 1 to 4, excluding taxes)</i>		\$ _____ (Applicable Taxes Extra)

ANNEX “C” – EVALUATION CRITERIA

Bidder: _____

MANDATORY TECHNICAL CRITERIA

Part A: Mandatory Technical Criteria

Bidders must clearly demonstrate compliance with all of the mandatory technical criteria described in Table A1.

Proposals which meet all the mandatory technical criteria will then be evaluated based on the point rated technical criteria specified below in Part B. Proposals that do not meet the mandatory technical criteria will be eliminated for further consideration.

TABLE A1: Mandatory Technical Criteria

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

<p>MC2</p>	<p>The Bidder must propose a team of <u>at least two (2) resources</u> (one being the lead researcher) <u>of the project team. Each resource must</u> have at a minimum a valid undergraduate degree from a Canadian university OR from a recognized institution with a certificate attesting to its equivalency to a Canadian university degree OR a minimum five (5) years of professional-level work experience conducting research, data collection and analysis.</p> <p>To demonstrate valid undergraduate degree a legible copy of the degree <u>must</u> be included in the bidder's technical proposal.</p> <p>To demonstrate a minimum of 5 years full-time work experience conducting research, data collection and analysis, the Bidder <u>must</u> include chronological work experience including dates and explanations of how the work experience will support requirements of the contract and <u>must</u> be clearly identified in the Bidder's technical proposal.</p>		
<p>MC3</p>	<p>The Bidder must demonstrate that the proposed project team has the capacity to communicate effectively orally and in writing in both official languages at an Advanced* level as per Section 3.4 of the Statement of Work.</p> <p>This means that at least one (1) member of the proposed project team has the capacity in English and at least one (1) in French. This may be the same resource.</p> <p>This requirement can either be demonstrated by:</p> <p>a. Declaration of the first official language.</p> <p>The bidder will need to sign a declaration of the first official language;</p> <p>or</p> <p>b. Proficiency of the Second official language.</p> <p>The bidder must provide a copy of a language proficiency test, or provide proof that part of their education was completed in that second language, or provide a copy of the transcript, from high-school, university or college, of the proposed</p>		

	<p>resource indicating that they have successfully completed an advanced-level course in their second language of French or English.</p> <p>TC reserves the right to evaluate the oral and written linguistic abilities of the facilitators delivering the exercises as required.</p>		
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Part B: Point Rated Technical Criteria

Bidders must clearly demonstrate compliance with all of the point rated technical criteria described in Table B1. Each point rated technical criteria should be addressed separately.

Proposals will be evaluated and scored according to the points rating scale as specified in Table B1 (below). Proposals must meet a minimum point rated technical criteria score of 70% to be considered for the cost evaluation. Proposals that do not meet the minimum point rated technical criteria score will be eliminated for further consideration.

The following will be used to evaluate the Point Rated Technical Criteria.

TABLE B1: Point Rated Technical Criteria

	Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
R1	<p>Methodology</p> <p>The Bidder must clearly outline the approach and proposed methodology to meet the requirements as well as the degree of success expected. The approach must include clear descriptions of the proposed system for quality control for data gathering and its analysis and reporting.</p> <p>The description of the methodology must provide details to demonstrate:</p> <ul style="list-style-type: none"> • How the Bidder intends to collect and analyze the information necessary to perform the tasks, including a preliminary description of data collection methods, its limitations, mitigation measures and data sources to be used (max 15 points); • The Bidder offers scientifically-sound methodologies for research projects and demonstrates knowledge of limits of various methodological approaches, including ways to 	/45 points		

	Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
	<p>address these to ensure that that project objectives are met (max 15 points); and</p> <ul style="list-style-type: none"> Clearly outline standard and typical assumptions made in regards to the methodological approach (max 15 points). <p>Point Allocation:</p> <p>*Points will be allotted for each bullet item up to a maximum of 15 points in increments of 5.</p> <p>0 points – The Bidder has not addressed the requirements related to the methodology. There is insufficient information to evaluate the level of success the bidder will have in achieving the project's objectives.</p> <p>5 points - The Bidder has addressed some of the requirements related to the methodology but there are major gaps. The information provided indicates that success in achieving the project's objectives will be very limited.</p> <p>10 points - The Bidder has addressed some of the requirements related to the methodology but there are gaps. The information provided indicates that success in achieving the project's objectives will be limited.</p> <p>15 points – The Bidder has fully addressed the requirements related to the methodology. The information provided clearly demonstrates that the project's objectives will be fully achieved.</p>			
R2	<p>Risk Management Plan – The bidder must present a complete risk management plan that provides mitigation measures (max 15 points).</p> <p>The risk management plan must identify a comprehensive list of risk associated with each element of the project, the implication of those risks on project delivery, an assessment/ranking of the level of risk; and identify measures to mitigate the impact of all significant risks.</p> <p>Point Allocation:</p> <p>*Points will be allotted up to a maximum of 15 points</p>	/15 points		

Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
<p>in increments of 5:</p> <p>0 points – No information provided in regards to risks, level of risk and mitigating strategies.</p> <p>5 points - Information provided in regards to potential risks, level of risks and /or mitigating strategies is limited and contains significant gaps.</p> <p>10 points - Information provided demonstrates that the Bidder has considered some potential risks, level of risks and associated mitigation strategies but there are minor gaps in risks and/or associated mitigation strategies.</p> <p>15 points - Information provided clearly demonstrates that the Bidder has sufficiently considered the risks, level of risks and defined associated mitigation strategies.</p>			
<p>For each of the following areas, the Bidder must propose a lead resource and demonstrate that this resource has the following experience (months/years), at the time of bid closing, by providing specific project examples. The same resource can be proposed for each area.</p> <ul style="list-style-type: none"> • Conducting complex studies, collecting and analyzing both qualitative and quantitative data (including socio-economic and statistical analysis, conducting impact and gap analysis) (max 15 points) • Developing, testing and implementing various methods and data collection tools (surveys, interviews, case studies, etc.) (max 15 points) • Validating findings, conclusions and recommendations, using methods such as but not limited to: validation with participants, organizations (max 15 points) • Developing reports for complex studies containing findings, conclusions and recommendations, and undertaking report 	/90 points		

	Point Rated Technical Criteria	Maximum Points	Cross Ref. to Proposal	Comments
	<p>validation and consultations where appropriate and requested (max 15 points)</p> <ul style="list-style-type: none"> • Experience in the area of waste management within the shipping industry (max 15 points) • Knowledge of available literature and data sources pertaining to marine transportation waste management (max 15 points) <p>Point Allocation:</p> <p>*Points will be allotted for each experience element up to a maximum of 15 points.</p> <p>Less than 1 year (12 months) of experience= 0 pts >1 and <3 years = 5 pts >3 and <5 years = 10 pts 5 years and more =15 pts</p>			
R4	<p>Up to a maximum of ten (10) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p> <ol style="list-style-type: none"> a) 2 points for including a table of contents for the proposal; b) 2 points for ensuring evidence of qualifications and experience (i.e. a photograph of an undergraduate degree) are legible; c) 2 points for clearly labelling or explaining charts/tables/ images; d) 2 points for ensuring the grammar, spelling and punctuation do not impede a readers ability to evaluate the proposal; e) 2 points for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Requirements in the RFP. 	/10 points		
<p>Total Point Rated Technical Criteria The minimum required overall score is 112 points out of a possible 160 points.</p>		/160 points		

Maximum available points	160		
Minimum overall points required	112		
Bidder score (*)		Met: <input type="checkbox"/>	Not Met: <input type="checkbox"/>

ANNEX "D" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

