RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

Proposal To: National Research Council Canada

We hereby offer to sell to His Majesty the King 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.

Proposition au : Conseil national de recherches Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi 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).

Instructions : See Herein

Instructions: Voir aux présentes Comments - Commentaires

Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office – Bureau de distribution National Research Council Canada Conseil national de recherches Canada

Title - Sujet							
Microplastic Site Monitoring and Evaluation to Inform NRC's Decision Support							
Tool Development	Tool Development						
Solicitation No. – N° de l'invitation	Date						
	August 14, 2023						
23-58029	_						
Solicitation Closes – L'invitation	Time Zone						
prend fin	Fuseau horaire						
	EDT						
at – à 02:00 PM	<u>EDT</u>						
on – le September 11, 2023							
F.O.B F.A.B.							
Plant-Usine: ☐ Destination: ☐ O	ther-Autre: 🗆						
Address Inquiries to : - Adresser toutes	questions à:						
Carol Cooper							
Email address - l'addresse courriel :							
carol.cooper@nrc-cnrc.gc.ca							
Destination – of Goods, Services, and Construction:							
Destination – des biens, services et cor	istruction:						

Vendor/firm Name and address	
Raison sociale et adresse du fournisseur/de	l'entrepreneur
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to	sign on behalf of Vendor/firm
(type or print)-	
Nom et titre de la personne autorisée à signe	er au nom du fournisseur/de
l'entrepreneur (taper ou écrire en caractères	
Tentrepreneur (taper ou contre en caracteres	a imprimerie)
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

To provide services in accordance with the detailed Statement of Work attached as Annex "A".

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Proposal. One attachment must be clearly marked 'Technical Proposal' and the other attachment must be marked 'Financial Proposal'. All financial information must be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. All proposals should include the front page of this RFP duly completed.

2035 (2022-12-01), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

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.

Proposals submitted must be valid for not less than one hundred and twenty (120) calendar days from the closing date of the RFP.

2.1.1 It is the Bidder's responsibility to:

- return a signed copy of the bid solicitation, duly completed, IN THE FORMAT REQUESTED:
- (b) direct its bid ONLY to the Bid Receiving address specified;
- (c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

Timely and correct delivery of bids to the specified bid delivery address is the sole responsibility of the Bidder. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- **2.1.2** Bids may be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into contract without negotiation.
- **2.1.3** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.
- **2.1.4** Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by NRC in such bid solicitation.
- **2.1.5** While NRC may enter into contract without negotiation, Canada reserves the right to negotiate with bidders on any procurement.
- **2.1.6** Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- **2.1.7** If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- **2.1.8** If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion: either continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2.2 Late Bids

All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. The National Research Council Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.



2.3 Submission of Bids

Technical and Financial Proposals must be <u>received</u> electronically no later than 14:00 <u>EDT</u> (NRC's Server Time), 11 September 2023, to the following NRC email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

The NRC has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 10MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. A bid transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Proposals must not be sent directly to the Contracting Authority or the Project Authority.

All submitted proposals become the property NRC.

2.4 Former Public Servant

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

Definitions

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

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

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

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

2.5 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.

Contracting Authority, Procurement Services National Research Council Canada Carol Cooper- carol.cooper@nrc-cnrc.gc.ca

2.6 For open public tender

To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.

Bidders who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).

It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

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.

2.7 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.

2.8 Basis for Canada's Ownership of Intellectual Property

The National Research Council 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: 4.2, 4.3

2.9 Bid Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

https://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate attachment sections (when applicable) as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Additional Information

There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part

without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doceng.aspx?id=32573), for this solicitation:

- Bidders are encouraged to offer or suggest green solutions whenever possible.
- Bidders are requested to provide all correspondence including (but not limited to)
 documents, reports and invoices in electronic format unless otherwise specified by the
 Contracting Authority or Project Authority, thereby reducing printed material.
- Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Bidders are encouraged to offer goods and/or services certified to a reputable eco-label.
- Bidders should use equipment that has high energy efficiency or produces low air emissions.
- Bidders are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Bidders are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Bidders are encouraged to consult the following websites: https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-glr-eng.html

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

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.

3.1.2 Exchange Rate Fluctuation

Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

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 technical (70%) and financial (30%) evaluation criteria, as outlined in Annex C
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Proposals will be assessed in accordance with the mandatory and rated evaluation attached as Annex C. Bidders shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the bidder in their proposal.

4.1.2 Financial Evaluation

The Contractor must complete the pricing schedule provided in Annex B and include it as a separate attachment in the electronic bid submission.

The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:

- a) The number, classification and per diem and/or hourly rate for all assigned personnel. For each classification, the number of workdays should be defined.
- b) The amount and explanation for other miscellaneous expenses that could be incurred.
- c) Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations

Applicable Sales Tax: The GST, PST, QST or HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of applicable sales tax shall be disclosed and shown as a separate item.

4.2 Basis of Selection

Minimum Point Rating and Price

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
- d. price will be evaluated at 30 % of the total score.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest combined score of technical (70%) and price (30%) will be recommended for award of a contract.

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 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.

5.1.1 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 <u>Ineligibility and Suspension Policy</u> (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.

In addition to all other information required in the procurement process, the Bidder **must** provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a
 complete list of names of all individuals who are currently directors of the Bidder or, in the
 case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

SURNAME	GIVEN NAME(S)	TITLE

5.1.2 SACC Manual clause A3005T (2010-08-16)- Status and Availability of Resources

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

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

5.1. 3 SACC Manual clause A3010T 2010-08-16 - Education and Experience

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



PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award

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

Please see Statement of Work at Annex A.

6.3 **General Conditions**

2035 (2022-12-01), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

6.3.2 **Supplemental General Conditions**

4007 (2022-12-01) (Canada to own intellectual property rights in Foreground Information), apply to and form part of the Contract.

Basis for Canada's Ownership of Intellectual Property

The National Research Council 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: 4.2, 4.3

6.4 **Term of Contract**

6.4.1 **Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2027 inclusive.

6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Carol Cooper

Title: Senior Contracting Officer National Research Council Canada Address: 1411 Oxford Street,

Halifax, NS B3H 3Z1

Telephone: 902 293 8053

E-mail address: carol.cooper@nrc-cnrc.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 Technical Authority

The Te	echnical Authority for the Contract is: [to be inserted at contract award]
Title: _ Organi	zation: ss:
Teleph	one:
E-maii	address:
carried Work u Techni	echnical Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the under the Contract. Technical matters may be discussed with the Technical Authority; however, the cal Authority has no authority to authorize changes to the scope of the Work. Changes to the of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative [to be inserted at contract award]
Title: _	
Teleph E-mail	one: address:
6.6	Proactive Disclosure of Contracts with Former Public Servants
Service reporte	viding information on its status, with respect to being a former public servant in receipt of a Public e Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be ed on departmental websites as part of the published proactive disclosure reports, in accordance ontracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.
6.7	Payment
6.7.1	Basis of Payment
For the	Work described in the Statement of Work in Annex A.
Contra	sideration of the Contractor satisfactorily completing its obligations under the Contract, the ctor will be paid a, (insert "firm price" OR "firm lot price(s)") for a cost of \$ (insert count at contract award). Applicable Taxes are extra.
modific	e firm price portion of the Work only, Canada will not pay the Contractor for any design changes, cations or interpretations of the Work unless they have been approved, in writing, by the cting Authority before their incorporation into the Work.
6.7.2	Limitation of Expenditure
	otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's all liability to the Contractor under this Contract shall not exceed \$\text{(insert the sum)}.

Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the Contracting Authority through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

6.7.3 Method of Payment

SACC Manual clause H1001C (2008-05-12), Multiple Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);

6.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, good and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.9 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 must be sent to: nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

PLEASE QUOTE CONTRACT NO. [to be inserted at contract award] ON ALL DOCUMENTATION AND INVOICES.

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

6.12 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 general conditions <u>2035</u> (2022-12-01);
- (c) the supplemental general conditions 4007 (2022-12-01);
- (d) ANNEX A, Statement of Work
- (e) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

6.13 SACC Manual Clauses

G1005C (2016-01-28) Insurance – No Specific Requirements

6.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

6.15 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

6.15 Non-Permanent Resident (Canadian Company)

The Contractor is responsible for compliance with the immigration requirements applicable to nonpermanent residents entering Canada to work on a temporary basis in fulfilment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.16 Withholding of 15 percent on Service Contracts with Non-residents

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency (CRA). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

Although most tax treaties between Canada and other countries provide for some relief from Canadian tax, Canada does not normally relinquish its right to withhold tax pursuant to the provisions of section 153 of the *Income Tax Act* and subsection 105(1) of the *Income Tax Regulations*. If the non-resident contractor can adequately demonstrate, based on treaty protection, that the withholding normally required is in excess of the ultimate tax liability, or that the withholding creates undue hardship to the contractor, then the CRA may issue permission to the payer authorizing a reduction of the subsection 105(1) withholdings. The procedure to apply for a reduction of withholding is detailed in Income Tax Information Circular IC75-6R2 Appendices A and B, as well as in CRA's T4061, Non resident Tax Withholding, Remitting, and Reporting. Requests for a waiver or a reduction of the withholding will not be entertained unless deductions at source are remitted to CRA.

6.17 Government Smoking Policy

Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

6.18 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical Authority named herein. There will be however, no day-to-day supervision of the Contractor's activities, nor control of the Contractor's hours of work by the Technical Authority.

The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

ANNEX "A" - Statement of Work

Microplastic Site Monitoring and Evaluation to Inform NRC's Decision Support Tool Development

Background

The National Research Council of Canada (NRC) is developing a decision support tool to provide relevant information to policy makers and those interested in developing business opportunities in the circular economy. This tool will assess the distribution and fate of microplastics in Canadian marine ecosystems through numerical modeling. To validate the numerical model, the NRC will require sampling from five evaluation sites: Fraser River, Ottawa River, Atlantic, Pacific and Arctic Ocean locations.

The project aims to integrate and refine microplastic monitoring and prediction systems from NRC and create a comprehensive pan-Canadian dataset while establishing the capacity for future long-term monitoring. Specifically, the project intends to provide standardized data for NRC's model verification, which will aid in identification of microplastic pollution and mitigation efforts. This will be achieved by incorporating small-sized particles that are under-represented in water datasets (down to 10 µm) and capturing the temporal variability of these particles. The resulting dataset will serve as a valuable resource for stakeholders in Canada, improving the knowledge on microplastic pollution and driving effective strategies management and mitigation strategies.

Context

Only a handful of microplastic datasets are available for Canadian waters (Appendix Table A1), with studies showing a wide range of concentrations, from a few particles to thousands per cubic meter of water. To establish a more precise understanding on microplastic exposure and to guide preventative measures, consistent and long-term data, particularly for the smaller microplastics, will be essential. Collecting such data using conventional sampling and analysis approaches represents a great challenge, due to the high labor and time requirements, issues with self-contamination, and polymer misidentification^{10,11}

The integration of empirical observations and models has the strong potential to enable cost-effective and timely actions to address microplastic pollution, including targeted environmental monitoring, clean-up operations and other interventions. Numerical models are valuable in predicting the origins of pollutants, their behaviour, and ultimate destinations, therefore aiding in identification of locations where collection of real-time data, remediation and prevention would have the greatest effect¹². However, they rely on robust empirical data to provide accurate and reliable information for their end users. In response to the Canadian plastic pollution challenge, researchers at NRC developed a novel microplastic predictive system, CaMPSim-3D, to support the scientific, water management and policy communities in developing an improved understanding of risks and impacts of microplastics in water environments. An essential next step is to refine and verify the model's predictive capabilities under real-world environmental conditions and to establish tool deployment sites and capacity for long-term monitoring of Canadian water bodies. To accomplish this, field data that captures a suite of microplastic properties (morphologies, sizes, polymer types) and their dynamics over time, as influenced by discharge, seasonality and hydrological conditions is needed. A lack of such datasets is a major challenge to advancing numerical tools, due to the wide-ranging methodologies and types of information collected by different research groups and organizations.

Objective

This project aims to:

- 1. Establish five microplastic monitoring centres for model verification in Canada, including locations from the Pacific, Arctic, and Atlantic coasts, as well as one inland location.
- 2. Establish project-specific standard operating procedures for all aspects of data collection, encompassing sampling, analysis, and reporting, to ensure effective project management, data comparability, and high-quality results.
- 3. Collect temporal data on microplastics in each monitoring centre for NRC's model calibration and verification.
- 4. Provide recommendations for long-term microplastics monitoring strategies, methods, and technologies to NRC.
- Collect and provide a selection of both unprocessed and processed samples for NRC's scientists for comparison of their measurements against provided analyses, facilitating an accurate assessment and improvement in microplastic standard methods.
- 6. Compare laboratory data against that collected by the *in-situ* real time sensor being developed under the Innovative Solutions Canada (ISC)/IRAP-NRC challenge.

To accomplish this, it will be necessary for the successful bidder to engage Canadian institutes, experts, NGOs and other stakeholders in data collection, research and creation of monitoring hubs in the five geographical regions.

Scope

The successful bidder will generate 400 microplastics measurements in near-surface water (10 m) across the five Canadian regions. In each region, a total of 10 samples will be collected four times per year for two years by filtering water in the field. These samples will be collected by partners identified by NRC using traditional sampling methods and device(s) supplied by NRC which are specifically designed to sample microplastics down to 10 µm in smallest size dimension.

The specific field procedures, such as sampling locations, sample volume, and handling, will be established in the project's initial stages to ensure compatibility with the unique requirements of NRC's numerical model and regional sampling conditions.

Filtered samples must be analyzed in a qualified, Canadians microplastic lab for preparation and analysis using known methods, such as Fourier Transform Infrared Spectrometry with Focal Plane Array detection. This lab must be an ISO 5 clean laboratory and following stringent Quality Assurance and Control plan, which must be outlined in the proposal.

The sampling methods must primarily target small microplastics (< $500 \, \mu m$), as they pose greater risks for adverse impacts and require lower volumes of water and resources for representative sampling when compared to larger microplastics (> $500 \, \mu m - 5 \, mm$). However, the laboratory capabilities and methods employed must cover the size spectrum of microplastics from $10 \, \mu m$ to $5 \, mm$, and any particles larger than $500 \, \mu m$ must be included in the laboratory data reports. Consequently, the microplastic measurements in this project will encompass particles ranging from $10 \, \mu m$ to $5 \, mm$ in size.

Samples must be analyzed either using automated infrared imaging techniques, or something comparable in precision to ensure the highest quality and sensitivity of measurement. Spectra are then to processed with machine learning software to identify the types of polymers present in the samples (e.g., polyethylene, polypropylene, polystyrene), along with their sizes and types. The data provided to NRC is

to include the abundance, type (fiber or fragment), size (length, width), and polymer identity of the microplastics.

The project will involve submitting annual progress reports to NRC, which will highlight the project's advancements, optimization of methods, new methodologies developed to address project needs, and summaries of microplastics data and trends for each geographical region. The final report must include a comparison of laboratory data against data collected with the in-situ sensor supplied by NRC for microplastics deployed in one location. Moreover, it must feature an in-depth data analysis that compares microplastics variability over time in each region and examines inter-regional contamination levels. This analysis will contribute to a better understanding of microplastics sources and fate in Canada. The project must also provide recommendations on how to expand monitoring efforts and further develop relevant technologies in the coming years, enabling more effective monitoring to inform strategies for managing and mitigating microplastic pollution.

Deliverables

- 1. Project planning, coordination, and management. This will cover effective communication with and training of field partners to apply standardized protocols, as well as on-going assistance, sample management, coordination of field devices and materials, and a timeline specifying the dates for sample collection across all five regions over the two-year period. Is this a document? Providing project plan....etc.
- 2. Project-specific standardized protocols and methods: A detailed document outlining sample collection, filtration devices, and optimal volumes for the project will be established in Year 1. A report on the initial sample collection in one of the testing locations to refine these protocols will be provided to NRC along with the procedures.
- 3. Collection of 400 samples from five Canadian locations over 2 years. At each location, quarterly sampling will be conducted, with ten samples collected at a single depth between the surface and 10 meters. Collection will take place in two distinct zones: a reference zone with low microplastic levels and a hotspot zone with high microplastic levels, as predicted by NRC's numerical model. In both zones, five samples will be collected, enabling statistical comparisons of average microplastic conditions between the reference and hotspot areas.
- 4. Lab reports: Reports on microplastics analyses conducted at the Contractor's laboratory will be shared three times a year during year 2 and 3 of monitoring.
- 5. Raw data access: Provision of raw data for further analysis, validation, and collaboration with other scientists or research groups.
- 6. Samples for NRC's scientists. The project will provide samples to facilitate the development of microplastic testing methods by NRC's scientists and to enable comparison against provided data. These samples will include both unprocessed and processed samples, offering a comprehensive resource for method evaluation, validation, and improvement.
- 7. Quality Assurance and Quality Control (QA/QC) plan: A comprehensive document outlining the QA/QC processes and measures implemented throughout the project to ensure data quality and method accuracy.
- 8. Annual progress reports: Yearly reports submitted to NRC and relevant stakeholders, detailing the project's progress in terms of protocols, sample collection, and analysis. Furthermore, standardized laboratory reports will be shared three times a year with sample analysis results to inform refinement of NRC's numerical model and to guide sampling strategy.
- 9. Final project report. Upon the completion of the microplastics research project, a comprehensive final report will be submitted to NRC and relevant stakeholders. The report will include a detailed account of protocols, sampling processes, description of monitoring centres and rationale for their

selection, QA-QC assessment, method validation and any optimizations made, conclusions and recommendations for future monitoring. The report will also include a comprehensive presentation of the project's findings, including microplastic abundance, size, morphology, and polymer type in both reference and hotspot zones. The report will also highlight any significant differences or trends identified across the monitoring centers.

Expected Outcomes

- A standardized microplastic dataset will facilitate robust validation of NRC's CaMPSim-3D predictive model, ensuring reliable and informed decision-making on microplastic management and mitigation efforts in Canada.
- A comprehensive and scalable microplastic detection and monitoring framework will be established in this project, incorporating cutting-edge tools, efficient analytical procedures, field protocols, sampling plans, datasets, and a network of field partners for widespread applicability.
- An extensive microplastic dataset, collected using consistent methodology, which will serve as a valuable resource for various Canadian stakeholders through the accessible NRC public data and predictive tool platform.
- 4. Assessment of field technology's effectiveness and suitability, along with recommendations for expanding monitoring efforts in the future.
- 5. Enhanced understanding of small microplastics, down to 10 μm in size, which are typically undersampled, as well as insights into their behavior in critical locations. This project will facilitate advancements, testing, and calibration of NRC's predictive tools for locating microplastic hotspots and sources, guiding future intervention strategies.
- 6. Establishment of long-term monitoring capacity in strategic locations through the successful implementation and demonstration of innovative technologies, fostering effective and timely microplastics management.

Milestone	Activities	Deliverables	Timelines
Project planning	 Literature review and consultations with field partners Selection of monitoring regions and partners Development of operational manuals and procedures 	Sampling plans, field partners, manuals and procedures approved.	Oct 2023- Mar 2024
 analysis procedure optimization Systems in BC pilot site Optimize FPA-FTIR technique Collection of samples at BC site 			Oct 2023- Mar 2024
Field budget and finalized sampling plans	Revision of sampling plans and budget based on planning carried out between April 2023- Sep 2023	Finalized protocols for implementation in 5 Canadian regions	March 2024
Quarterly sample collection in 5 Canadian regions (Year 1)	 Collection of samples, sample processing, data analysis and QA-QC. Reporting of data to NRC Refinement of sampling strategy based on field partner feedback and model verification results 	Microplastic data (abundance, size, polymer identity, area)	April 2024- March 2025
Project performance and technology review	 Review of the project performance Summary of available data Plans for testing of <i>in-situ</i> sensor 	Interim progress report to NRC	November 2024- April 2025
Quarterly sample collection in 5 Canadian regions (Year 2)	 Collection of samples, sample processing, data analysis and QA-QC Reporting of data to NRC Develop recommendations for long-term monitoring of microplastics and scaling of the program, including suitable technology, field and lab procedures and data management practices Side by side testing of <i>in-situ</i> sensor with established sampling and analysis methods 	Microplastic data (abundance, size, polymer identity, area) Initial report on sensor performance compared to existing standardized methods	April 2025- March 2026
Project completion	 Sample analysis and QA-QC Consolidation of data from the entire project and preparation of a final report to NRC 	Final report and recommendations based on the outcomes and project data	March 2027

ANNEX "B" - Financial Requirements

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing table provided. The Bidder must complete this pricing schedule and include it as a separate attachment in the electronic bid submission.

All-inclusive per diem rates and other expenses included in the pricing below must include the total estimated cost of all additional expenses need to be incurred for Work described in the Statement of Work.

Project Team (Please list Project Lead and staff)		QUOTED ALL-INCLUSIVE PER DIEM RATE/Hour* (in Can \$) (A)	Estimated Level of Effort (B)	Total Estimated Cost (in Cdn \$) [A x B]
	Total Estimated \$	Cost (A x B for all pro		
	Other Expenses communications	such as travel, supp s etc. \$	lies,	
	Taxes: \$			
	Total Bid Price (Total Estimated Cost	+ Other Expenses):	

^{*}a normal work day is 8 hours per day.



ANNEX "C" - Evaluation Criteria and Basis of Selection

Mandatory Requirements

Proposals must address the mandatory requirement described below. This will be evaluated as either "Yes" or "No". Failure by bidders to meet the mandatory requirement will render the bidder's proposal non-responsive and it will not be considered further.

Proposals should clearly identify the firm's ability to meet the mandatory requirement (e.g., provide relevant proposal page numbers against the mandatory requirement). NRC reserves the right to seek further validation of any mandatory compliances.

Table 1: Mandatory Requirements

	. Ivianuatory Requirements	SUBSTANTIATION	ASSESSMENT
	CRITERIA	Please Cross Reference to Specific pages in your proposal [Completed by Bidder]	MET/ NOT MET [Completed by NRC Evaluator]
M 1	 Firm's Field Sampling Experience and reference check The proposal must include a description of the firm's profile and experience The firm's profile must include its legal name, where it is incorporated and number of employees. The bidder must include a minimum of two project examples of managing and conducting field sampling studies in the last 36 months in at least two sites. At least one in a riverine and one coastal site. With at least three external partners/organizations working in multiple sites. Supported with testimonials highlighting quality, skills, results, lessons learned. The bidder must include at least 2 previous contacts noting client name and telephone number, services provided and contract period. NRC reserves the right to contact any or all references supplied by the bidder. 		
M2	Firm's microplastics Experience The bidder must demonstrate experience in a minimum of three projects over the last five years including in the following areas of study: a. the development or application of methods for monitoring microplastics (<5mm in size) in open waters b. onsite microplastics (<5mm in size) collection and filtration in open waters c. microplastics (<5mm in size) data analysis and reporting including the abundance, type (e.g., fibre, foam, fragment), size (e.g., length, width), and polymer identity.		

Rated Requirements

Bidders must receive a minimum consensus score of 70 points in the Rated Requirements to be considered responsive and considered further.

Table 2: Rated Requirements

Tab	POINT-RATED EVALUATION CRITERIA Maximum points to be earned		Point Breakdown Structure	SUBSTAN TIATION Please Cross Reference to Specific pages in your proposal	ASSESSMENT [Completed by NRC Evaluator]
				(compared by code)	
P 1	Understanding the work and its execution	30	 The bidder should demonstrate a clear understanding of the work and the problems that might be encountered. Repeating the statements contained in the Statement of Work alone is not sufficient to demonstrate understanding of this requirement. This demonstrated understanding of the work should include: an overview of the issues involved (Up to 5 pts) a detailed description of the methodology/approach being proposed (Up to 8 pts) details on how the proposed methodology/approach will be carried out to ensure the results are valid and reliable (Up to 10 pts) A documented finding of challenges and risks associated with the proposed undertaking, including any impact on project quality, costs or timing, and demonstrating the capacity to propose solutions and strategies to addressing these challenges (Up to 7 pts). See Annex D - Evaluation grid criteria 		
P 2	Project work plan	30	An outline of the proposed work strategy, final report table of content and schedule in the GANTT chart (including milestones) chart, including the proposed method of project management coordination and liaison with the NRC, covering the areas below (30 pts); • Stakeholder engagement (up to 6 points) • Monitoring protocols development (up to 7 points) • Execution of Sampling campaigns (up		

			 to 5 points) Data analysis (up to 5 points) Reporting (up to 5 points) EDI/GBA+ considerations (up to 2 points) 	2			
P 3	Proposed team and qualifications	30	The bidder's proposal must include a description of the proposed team and qualifications and experience of key compapersonnel, relevant to the nature of the worth team must include at least one Project Manager, and at least one Technical Leade and supporting personnel as defined by the bidder. Alternative replacements for key personnel must submit the same requirement replacement: The bidder must include a curriculum vitae showing experience in the 5 years managing projects related to environmental sciences in a complex (multiand multi-partners) environment. (Maximu points 15) Technical Leader and alternative replacement: The bidder must include a curriculum vitae showing experience in the 5 years developing microplastics monitorin and testing protocols and including referent to one or more peer-reviewed publications related to microplastics. (Maximum points of the strength of the	ork. ct ct der ne nents. e last lti-site um e last ng nces s 15)			
P 4	General impression	10	Overall comprehensiveness and rigour of t proposal	the			
	TOTAL	100	Tot	tal Sco	re:		

Annex D - Evaluation Grid

Cooper, Carol 2023-08-10, 12:11:43 PM

Annex D - Evaluation Grid

EVALUATION TEAM – SCORING

Evaluate criterion based on the comparison of each submission against an absolute - - scale rating of 0% to 100% (100% for superior to 0% of points for 'did not submit information'). Consider the following table in order for each evaluation team member to share a common understanding of the evaluation scale.

SAMPLE

SAMPLE	-			1
NON RESPONSIVE	VERY POOR	WEAK	AVERAGE	SUPERIOR
0% of points	10% – 20% points	30% - 50% points	60% – 80% points	90% – 100% points
 Did not submit information which could be 	 Does not meet the requirement 	Lacks details	Satisfies requirement	■ More than satisfies
evaluated	evaluated Weaknesses Weaknesses No sign	No significant weaknesses	requirement No apparent weaknesses	
	 Unacceptable 	 Little capability to meet performance requirements 	 Average capability, should be adequate for effective results 	 Superior capability, should ensure effective results