

REQUEST FOR PROPOSAL

<p>Return Bids to:</p> <p>Environment Canada Assets, Contracting and Environmental Management Directorate</p> <p>2021, Union Suite 1240 Montreal (Quebec) H3A 2S9</p> <p>Attn : Marie-Christine Blais, Procurement Officer</p>	<p>Title :</p> <p>International comparison of the transboundary movement of hazardous waste and hazardous recyclable material programs</p>	<p>Date :</p> <p>November 12, 2013</p>
	<p>Solicitation No</p> <p><b>K2AA0-13-0072</b></p>	
	<p>Solicitation closes</p> <p>At: <b>2 PM</b> local time On : <b>November 28, 2013</b></p>	
	<p>Address Inquiries to :</p> <p>Marie-Christine Blais</p>	
	<p>Telephone</p> <p>(514) 496-1929</p>	
	<p>Company's name and address :</p>	
	<p>Signature :</p>	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

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

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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.

#### **Definition of Bidder**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

#### **Submissions of Bids**

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Joint Venture.
2. It is the Bidder's responsibility to:
  - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
  - c. submit by closing date and time a complete bid;
  - d. send its bid only to the address specified in the bid solicitation. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,

- e. provide a comprehensible 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.
3. If Canada has provided bidders with multiple formats of a document (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on CD-ROM through GETS), the format downloaded through GETS will take precedence. If Canada posts an amendment to the bid solicitation revising any documents provided to bidders in multiple formats, Canada will not necessarily update all formats to reflect these revisions. It is the Bidder's responsibility to ensure that revisions made through any bid solicitation amendment issued through GETS are taken into account in the alternate formats it uses of bid solicitation documents.
4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

### **Late Bids**

Canada will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

### **Delayed Bids**

1. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to EC are:
  - a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost label
2. that clearly indicates that the bid was mailed before the bid closing date.

3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by EC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

### **Legal Capacity**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

### **Rights of Canada**

Canada reserves the right to:

- a) reject any or all bids received in response to the bid solicitation;
- b) enter into negotiations with bidders on any or all aspects of their bids;
- c) accept any bid in whole or in part without negotiations;
- d) cancel the bid solicitation at any time;
- e) reissue the bid solicitation;
- f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g) negotiate with the sole responsive Bidder to ensure best value to Canada.

### **Rejection of Bid**

1. Canada may reject a bid where any of the following circumstances is present:
  - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
  - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada:

- i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

### **Communications - Solicitation Period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

### **Price Justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to Canada; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by Canada.

### **Bid Costs**

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### **Conduct of Evaluation**

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c. request, before award of any contract, specific information with respect to bidders' legal status;
  - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
  - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

### **Joint Venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

## **Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## **Entire Requirement**

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## **Further Information**

- For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
- For bid solicitations enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

## **2. Submission of Bids**

Bids must be submitted only by the date, time and place indicated on page 1 of the bid solicitation.

***Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.***

## **3. Enquiries - Bid Solicitation**



All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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.

#### **5. Former Public Servant**

Contracts with 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 with FPS, bidders must provide the information required below. – **Please refer to PART 5 –Certifications.**

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **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. **(Reference Annex «B»)**

The bidders must provide all documents needed to evaluate his or her proposal, including the résumés of the proposed staff, proof of general liability insurance, security clearance, etc.

### **Section II: Financial Bid**

ALL INFORMATION RELATING TO PRICE MUST APPEAR ONLY IN THE FINANCIAL BID. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract.

Bidders must submit their financial bid in accordance with the Basis of Payment. An overall firm and break down price to cover all the work including travel expenses. The total amount of the Goods and Services Tax (GST), Quebec Sale Tax (QST) or Harmonized Sale Tax (HST), if applicable, must be shown separately.

**Complete and Join to your proposal at closing date Annex « E ».**

### **Section III: Certifications**

Bidders must complete and submit the certifications required under Part 5 with bid at closing date

**Complete and Join to your proposal at closing date Annex « D ».**

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

A negative answer to any of the mandatory requirements will result in rejection of the bid without further consideration. Mandatory Evaluation Criteria are detailed under Annex C

### 1.1.2 Point Rated Technical Criteria

Point Rated Evaluation Criteria are detailed under Annex C

## 1.2 Financial Evaluation

The maximum funding available for the Contract resulting from the bid solicitation is (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate).

***\$65,000.00 for professional services***

***\$1500.00 for travel expenses***

Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit EC to pay the maximum funding available. This disclosure does not commit Canada to pay the maximum funding available.

## 2. Basis of Selection

### 2.1 Highest Rating within budget

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. Obtain the required minimum score of 42/60 points on criteria category #1 and 28/40 points on criteria category #2 for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be prorated against the highest score as follows: total number of points obtained / highest bidder's rated score multiplied by 80.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price as follows: Lowest bidder price /bidder's Price multiplied by 20.
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:

$$Total\ Points = \frac{Bidder's\ Rated\ Score}{Highest\ Bidder's\ Rated\ Score} \times 80 + \frac{Lowest\ Bidder\ Price}{Bidder's\ Price} \times 20$$

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/Management Components	Points for Price	Total Points
Bidder A	80%	\$30,000	$(80 \div 90) \times 80 = 71.11$	$(30,000 \div 30,000) \times 20 = 20$	$71.11 + 20 = 91.11$
Bidder B	85%	\$40,000	$(85 \div 90) \times 80 = 75.56$	$(30,000 \div 40,000) \times 20 = 15$	$75.56 + 15 = 90.56$
Bidder C	90%	\$35,000	$(90 \div 90) \times 80 = 80$	$(30,000 \div 35,000) \times 20 = 17.14$	$80 + 17.14 = 97.14^*$

\*In this example, Bidder C will be recommended for award of the contract.

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required with the Bid

**Bidders must submit the following duly completed certifications with their bid. Reference ANNEX D**

Contracts with 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 with FPS, bidders must provide the information required below.

#### 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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Term of Contract**

#### **1.1 Contract Period**

The term of the contract is of 32 weeks from the contract award date.

### **2. Authorities**

#### **2.1 Contracting Authority**

Marie-Christine Blais  
Procurement and Contracting Officer  
Workplace Services and Contracting  
Assets, Contracting and Environmental Management Directorate  
2021 Union, Suite 1240  
Montreal QC H3A 2S9  
[Marie-christine.blais@ec.gc.ca](mailto:Marie-christine.blais@ec.gc.ca)  
Telephone :514-496-1929  
Facsimile:514-283-4439

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.

#### **2.2 Project Authority**

**The name and contact information of the Departmental Representative shall be known upon contract award.**

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.

### **2.3 Contractor's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mai : \_\_\_\_\_

### **3. Payment**

#### **3.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in contract. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### **3.2 Limitation of Price**

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.

#### **3.3 Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Departmental Representative.

All payments are subject to verification by the Government.

Maximum Cost: \$ 1500.00.

#### 4. Terms of Payment – Payment Schedule

The schedule for which payments will be made in accordance with the Contract is as follows:

Deliverable		Amount	Date
Task 1	Initial Meeting to review	15% of the total cost of professional service fees	Completed within two (2) weeks of contract award
Task 3	Draft comparison methodology		Completed within ten (10) weeks of contract award
Task 4	Identification of data gaps report	15% of the total cost of professional service fees	Completed within fourteen (14) weeks of contract award
Task 5	Draft report		Completed within twenty (20) weeks of contract award
Task 6	Draft Final Report	20% of the total cost of professional service fees	Completed within twenty-eight (28) weeks of contract award
Task 7	Bilingual Presentation and delivery of presentation in National Capital Region	20% of the total cost of professional service fees	Completed within thirty (30) weeks of contract award
Task 2	Progress reports, via e-mail with Technical Authority	30% of the total cost of professional service fees	Bi-weekly for duration of contract
Task 8	Final Report		Completed within thirty-two (32) weeks of contract award

#### 4.1. Inspection and Acceptance

All work must be performed to the satisfaction of Environment Canada or his designated representative for review and acceptance.

#### 5. Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency
  - i. 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. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

## 6. Invoicing Instructions

1. Environment Canada will pay the Contractor for work performed on the invoice 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 invoicing instructions provided in the contract;
  - b) all such documents have been verified by EC;
  - c) the work performed has been accepted by EC.
2. Invoices must be sent to the Financial Officer.

**The name and contact information of the Technical Authority shall be known upon contract award**

## 7. Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: **(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.**

## 8. Certification

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Insurance



The supplier is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Supplier from or reduce its liability under the Contract.

## **ANNEX "A"** **STATEMENT OF WORK**

### **INTERNATIONAL COMPARISON OF THE TRANSBOUNDARY MOVEMENT OF HAZARDOUS WASTE AND HAZARDOUS RECYCLABLE MATERIAL PROGRAMS**

#### **BACKGROUND**

The proposed work will assist Environment Canada (EC) in understanding how the Canadian transboundary movement of hazardous waste and hazardous recyclable material program compares with current practices in other countries, including legislative framework, business process, operational requirements and service standards for obtaining authorization and movement tracking. This work will focus primarily on other countries that are most comparable to Canada's program.

In addition, the Red Tape Reduction Commission recommended in January 2012 that EC develop a system to allow importers and exporters to use electronic information exchanges as a first step towards a complete online tracking system for hazardous waste and recyclable material. This recommendation was made in order to reduce the administrative burden and improve service standards. EC is implementing this recommendation through upgrades to the Canadian Notice and Movement Tracking System (CNMTS). This initiative will provide EC with an opportunity to benefit from the information from other jurisdictions in seeking improvements and finding efficiencies for its processes and operations relating to notice submission, permit approvals and movement document tracking.

The Federal Government implements the terms of international agreements related to the transboundary movement of waste to which Canada is a party through domestic regulations under the authority of the *Canadian Environmental Protection Act, 1999* (CEPA 1999). Canada is a party to three international agreements on the movement of hazardous wastes:

- The United Nations Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, 1989 (ratified by Canada in 1992);
- The Organization for Economic Co-operation and Development (OECD) Decision of Council on the Control of Transfrontier Movements of Wastes Destined for Recovery Operations, C(92)39/Final, March 1992, Revised C(2001)107 Version harmonized with the Basel Convention; and
- The Canada-USA Agreement on the Transboundary Movement of Hazardous Wastes, 1986 (as amended in 1992).

In signing these agreements, Canada made a commitment to develop national legislation to implement their terms, and promote the environmentally sound management of hazardous wastes and hazardous recyclable materials. Under CEPA 1999, Environment Canada's Waste Reduction and Management Division (WRMD) implements the following three regulations:

1. The *Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations* (EIHWHRMR), is the primary vehicle for implementing these international commitments. The EIHWHRMR controls and tracks the movement of hazardous waste and hazardous recyclable material between Canada and other countries, as well as implement the prior informed consent mechanisms for exports, imports and transit of such materials.

2. The *Interprovincial Movement of Hazardous Waste Regulations* control the transboundary movements of hazardous waste between provinces and territories by prescribing the use of a tracking system.
  
3. The *Polychlorinated Biphenyls (PCB) Waste Export Regulations* allow Canadian owners of PCB waste to export such wastes to the United States for treatment and destruction (excluding landfilling) when these wastes are in concentrations equal to or greater than 50 parts per million. The Regulations require that advance notice of proposed export shipments be given to EC. If the PCB waste shipment complies with the Regulations for the protection of human health and the environment, and authorities in any countries or provinces through which the waste will transit do not object to the shipment, a permit is sent from EC to the applicant authorizing the shipment to proceed.

The Canadian transboundary movement of hazardous waste and hazardous recyclable material program process is complex. EC processes all of the information submitted by persons wishing to export from, import to or transit through Canada hazardous waste and hazardous recyclable material as required under the EIWHRMR. Following review of the notice and required documents, and following receipt of consent from jurisdictions affected by the proposed movement(s), a permit to allow the proposed movement(s) is granted by EC. Every transborder shipment is then tracked through a transboundary movement document, which must be sent to Environment Canada and other required jurisdictions. Once final treatment of the waste or material takes place, a confirmation of disposal or recycling certificate must be sent to Environment Canada. It should be noted that typical volumes of notifications and permits are in the area of 2000 – 2500 per calendar year, and there are approximately 40 000 movements of waste in a calendar year.

## **PURPOSE**

The purpose of this project is to provide a comparative analysis of the Canadian transboundary movement of hazardous waste and hazardous recyclable material program requirements including the legislative framework, operational requirements, and service standards, against other countries' practices. This document will provide a means to measure the performance of the Canadian transboundary movement of hazardous waste and hazardous recyclable material program against similar international programs.

## **OBJECTIVES**

1. To understand, analyze and document the current transboundary movement of hazardous waste and hazardous recyclable material program requirements including legislative framework for the applicable levels of government in 5 countries other than Canada.
  
2. To understand, analyze and document the operational requirements for obtaining authorization for the transboundary movement of hazardous waste and hazardous recyclable material in 5 countries other than Canada.
  
3. To develop a comparison methodology for the Canadian Transboundary movement of hazardous waste and hazardous recyclable material program including the legislative framework for the applicable levels of government and service standards with the 5 other countries.

4. To provide a comparative analysis of the Canadian transboundary movement of hazardous waste and hazardous recyclable material program including the legislative framework for the applicable levels of government, operational requirements and service standards with the 5 countries that is as consistent and objective as possible.

## STATEMENT OF WORK

1. The work shall include:
  - a. A description of the current transboundary movement of hazardous waste and hazardous recyclable material programs including the legislative framework for the applicable levels of government for all 5 countries other than Canada;
  - b. A comparison methodology that will allow for consistent and objective comparisons to the Canadian context. The methodology should include well defined criteria for comparison along with the rationale for criteria selection; and
  - c. A comparative analysis, using the comparison methodology developed, of the findings between the Canadian transboundary movement of hazardous waste and hazardous recyclable material program including the legislative framework for the applicable levels of government and service delivery models for all 5 countries examined.

The analysis should include the following for each of the 5 countries and Canada:

- i. Identification of data gaps for all of the countries being compared;
  - ii. A program overview including the legislative framework for the applicable levels of government and operational requirements of each countries' program operating the hazardous waste program;
  - iii. Process and timelines for requesting a permit or authorization;
  - iv. Process and timelines for seeking consent from other jurisdictions;
  - v. Procedure for tracking and processing movement documents;
  - vi. Services provided to the applicant by the various service providers/levels of government;
  - vii. Model for delivery;
  - viii. The validity period for each permit and/or movement document and conditions under which new/renewed permits must be obtained;
  - ix. Service standards for obtaining authorization from the transboundary movement of hazardous waste and hazardous recyclable material program in place, and identifying the responsible parties involved in the process as well as those beyond control of the program, but required for obtaining authorization;
  - x. Performance evaluation criteria (e.g. Statistics on the organization meeting their service standards);
  - xi. Client satisfaction results;
  - xii. Comparative analysis which should explore the similarities and differences between the Canadian program and the programs in the other 5 countries; and
  - xiii. Lessons learned from the other countries that have implemented service standards
2. The following countries are suggested to be examined, however the final countries examined may be agreed upon in consultations with the Technical Authority:
    - a. United States;
    - b. Mexico;
    - c. Australia;
    - d. Germany
    - e. A developing country such as China or Pakistan.

The final decision on the 5 countries is to be made by the Technical Authority.

3. Prepare reports in English (bi-weekly progress reports, identification of data gaps report, a draft report, a draft final report, and a final report) and a bilingual presentation and delivery of the presentation to the National Capital Region on the above listed items.

The work must include identification of all sources of information and justifications for the recommendations. It would be preferable to obtain 2 references of information from sources during the research, if possible. Bidders must identify in their proposal the methodology they intend to use to achieve all of the objectives listed above. Given the budget for this project, it is not anticipated the work will expand beyond a desk top exercise (e.g. research existing material, consulting with experts and personal communications).

The list of tasks is comprehensive, but may not necessarily be exhaustive. The contractor is encouraged and expected to provide any additional information discovered during the contract period that is deemed relevant in fulfilling the objective of this contract.

In situations where there is insufficient information, the contractor will be required to provide an analysis based on their professional judgement to meet all objectives.

This research should be conducted through existing reports, literature and rely heavily on personal communications with members of WRMD, other government departments from the 5 countries and other identified participants to obtain up-to-date information for all 5 countries on their current transboundary movement of hazardous waste and hazardous recyclable material program including legislative framework for the applicable levels of government, business process, operational requirements and service standards.

## DELIVERABLES AND SCHEDULE

The deliverables are shown in the following table, with date of delivery:

Deliverable		Schedule
Task 1	Project initiation meeting or teleconference with Environment Canada (EC)	Completed within two (2) weeks of contract award
Task 2	Progress reports, via e-mail with Technical Authority	Bi-weekly
Task 3	Development of draft comparison methodology	Completed within ten (10) weeks of contract award
Task 4	Identification of data gaps report	Completed within fourteen (14) weeks of contract award
Task 5	Draft Report	Completed within twenty (20) weeks of contract award
Task 6	Draft Final Report	Completed within twenty-eight (26) weeks of contract award
Task 7	Bilingual Presentation and delivery of presentation in National Capital Region	Completed within thirty (28) weeks of contract award
Task 8	Final Report	Completed within thirty-two (32) weeks of contract award

A project initiation teleconference or meeting will be held to address the administrative requirements of the contract, confirm the process and role of the Technical Authority, clarify the statement of work and expectations, discuss assumptions and issues, and review proposed schedule to meet key milestones.

Progress reports should include progress to date on each element of the Scope of Work, expected or unforeseen delays, challenges encountered, ability to meet the timelines and schedule discussed at the initiation meeting. Further feedback through e-mails and/or phone calls may be requested by the Technical Authority as desired.

The successful contractor will provide the progress reports, draft report, draft final report and final report as electronic files in Microsoft® Word. For the final report, the contractor will also provide electronic versions in Microsoft Word and in Portable Digital Format (PDF), as well as three (3) bound hard copies of each.

The presentation will include a summary of the findings from the final report and will be presented to Environment Canada as well as selected individuals and committees at their office in the National Capital Region. The presentation should be provided as an electronic file in Microsoft® PowerPoint as well as (3) bound hard copies.

Bidders are encouraged to propose a schedule of work and deliverables that would result in the work being completed in advance of the prescribed completion date.

The final report will provide all the information contained in the statement of work in a concise format using plain language and diagrams.

## **ACCEPTANCE**

All discussion papers, reports and correspondence produced by the Contractor will be subject to review by persons designated by the Departmental Representative. All work is to be performed to the satisfaction of the Departmental Representative.

## **STATUS AVAILABILITY OF RESOURCES**

The Contractor certifies that, every individual proposed in its bid are available to perform the Work as required by EC's representatives and at the time specified. If for reasons beyond its control, the Contractor is unable to provide the services of an individual named in its bid, he may propose a substitute with similar qualifications and experience. The Contractor must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. Only the following reasons will be considered as beyond the control of the Contractor: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Contractor proposes any individual who is not an employee of the Contractor, the Contractor certifies that he 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 Contractor must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Contractor and of his/her availability. Failure to comply with the request may result in the termination of the contract.

## **CONFIDENTIALITY**

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or

produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.

2. Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
3. The obligations of the Parties set out in this section do not apply to any information where the same information:
  - a. is publicly available from a source other than the other Party; or
  - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c. is developed by a Party without use of the information of the other Party.

## **ANNEX "B"**

### **PROPOSAL FORMAT**

The proposal should describe the role and responsibilities of the proponent, and its key professional staff and sub-suppliers who will be involved in providing the deliverables. The identity of the key professional staff and the project manager must be included. Key professional staff and the project manager can have multiple roles.

The proposal should describe in sufficient detail the qualifications and relevant experience of the supplier and key professional staff and include the technical and cost components as detailed here under.

### **Qualifications**

The proposal should detail the following in a maximum of 10 pages.

#### (a) Expertise of the company

- Firm's main field of expertise
- Sub-supplier field of expertise (if applicable)
- The proponent must provide in an Appendix an executive summary (2 pages maximum) of **two** similar projects from regulatory experience conducting legislative reviews and experience with international agreements and policy and program experience with environmental protection legislation/programs. The summary should describe briefly the project, the key professional staff involved, if the project was on schedule and on budget, the client name (or type) and the budget size. References may be requested if the proponent is selected for the contract award.

#### (b) Qualifications of key professional staff

- Experience in leading projects of similar scope and demonstrating their successful achievement (project manager)
- Knowledge/experience of regulatory experience conducting legislative reviews.
- Knowledge/experience of program experience with environmental protection legislation/programs and international agreements.
- Details regarding back-up staff arrangements for key project personnel.
- The resumes of the key professional staff that will be assigned to the project should be submitted in an Appendix of the proposal. Each resume should clearly demonstrate the extent of knowledge and previous related work experience as well as the research and analytical skills gained from conducting similar studies.

### **Technical Component**

The technical component of the proposal should include the following in a maximum of 10 pages:

#### (a) Detailed work plan

- The proposal should include a detailed work plan demonstrating how the consultant(s) will carry out the work detailed in the Statement of Work to achieve the objectives.

#### (b) Work distribution of the key professional staff

- Summarized table that describes the roles, responsibilities and time assigned to each key professional staff and any of its agents, employees and sub-suppliers who will be involved in providing the deliverables, together with the identity of those who will be performing each of the roles.



(c) Methodology

- A description of the technical approach, methodology and information sources to be used should be included
- Evaluation and analysis: description of the technical approach and methodology to be used in the study
- Propose any necessary adjustments on the work items and make additional suggestions, as appropriate, to better meet the goals, scope and objectives of this study.

(d) Quality Control

- Describe methodology
- Describe potential data gaps and propose potential solutions.

## **Cost Component**

The cost quotation should identify the cost of the work for each activity to be undertaken. The cost breakdown should include all expenses related to the project, such as labour, administration, travelling and expected purchases.

**ANNEX « C »**  
**EVALUATION CRITERIA**

The criteria contained in « Table – Elements in proposals » will be used by Environment Canada to evaluate each proposal that contains all the required components detailed in the « Proposals » section. Bidders are advised to address these requirements in the order and in sufficient depth in their proposals to enable a thorough review. It is not enough to merely repeat the statements contained in the Request for Proposals. Bidders must explain and demonstrate how they intend to meet all of the requirements and how they will perform the work. Environment Canada’s review will be based solely on the information contained within the proposal. Environment Canada may confirm information or seek clarification from Bidders.

For a proposal to be technically acceptable, it must receive a minimum score of 42/60 points on criteria category #1 and 28/40 points on criteria category #2 in the Proposal Evaluation Criteria listed below. Proposals not meeting the minimum required score will be deemed non-compliant and be given no further consideration.

If no acceptable bids are received, Environment Canada has the right to not award the contract.

The bidder must demonstrate:

	<b>Mandatory Criteria</b>	<b>Met/Not Met</b>
<b>M1</b>	<p>The maximum funding available for the Contract resulting from the bid solicitation is (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate).</p> <p><b>\$65 000.00 for professional services</b></p> <p><b>\$1 500.00 for travel expenses</b></p> <p>Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Environment Canada to pay the maximum funding available.</p>	

**TECHNICAL RATED CRITERIA**

FACTOR	CRITERIA	MAXIMUM SCORE
<b>CATEGORY 1: EXPERTISE OF THE PROPONENT COMPANY AND QUALIFICATION-EXPERIENCE OF KEY PERSONNEL</b>		
<b>POINTS MAXIMUM SCORE: 60 POINTS / POINTS MINIMUM SCORE: 42 POINTS</b>		
<b>R1</b>	<p><b><u>Demonstrated understanding of the project and its objectives</u></b> (Scoring will consider the clarity, coherency and correctness of a detailed synthesis on the work to be undertaken. The scoring distribution will be based as follows):</p> <ul style="list-style-type: none"> <li>Understanding of the objectives of this project and of the work to be conducted to satisfy the Statement of Work (SOW) : <b>10 pts</b></li> </ul>	<b>10</b>

R2	<ul style="list-style-type: none"> <li>▪ <b><u>Firm field of expertise:</u></b> <ul style="list-style-type: none"> <li>• The main field of expertise of the firm is regulatory experience conducting international legislative reviews and program experience with environmental protection legislation and programs. : <b>10 pts</b></li> <li>• The firm has regulatory expertise in conducting Canadian legislative reviews and with environmental protection legislation and programs. : <b>8 pts</b></li> <li>• The firm has expertise with environmental protection legislation and programs. : <b>6 pts</b></li> <li>• The firm has expertise with international agreements. : <b>4 pts</b></li> <li>• The firm has expertise with environmental protection. : <b>2 pts</b></li> <li>• The firm has no relevant expertise.: <b>0 pts</b></li> </ul> </li> </ul>	10
R3	<ul style="list-style-type: none"> <li>▪ <b><u>The two (2) projects demonstrate the firm's capability to successfully deliver similar projects.</u></b> <ul style="list-style-type: none"> <li>• The projects are similar in the type of work, in size and on the subject of: regulatory experience conducting legislative reviews; experience with international agreements; and policy and program experience with environmental protection legislation and programs. The work was on schedule and on budget: <b>10 pts</b></li> <li>• The projects are similar in the type of work, in size and on the subject of regulatory experience conducting legislative reviews and policy and program experience with environmental protection legislation/programs. The work was on schedule and on budget: <b>8 pts</b></li> <li>• The projects are similar in the type of work, in size and on the subject of expertise with international agreements. The work was on schedule and on budget: <b>6 pts</b></li> <li>• The projects are not similar. The work was on schedule and on budget: <b>0 – 5 pts</b></li> </ul> </li> </ul>	10
R4	<ul style="list-style-type: none"> <li>▪ <b><u>Project manager experience in leading projects of similar scope and demonstration of success:</u></b> <ul style="list-style-type: none"> <li>• Project manager has 5 or more similar projects. : <b>10 pts</b></li> <li>• Project manager has 3 or more similar projects. : <b>6 pts</b></li> <li>• Project manager has 1 or more similar projects. : <b>2 pts</b></li> <li>• Project manager has not demonstrated success on similar projects. : <b>0pts</b></li> </ul> </li> </ul>	10
R5	<ul style="list-style-type: none"> <li>▪ <b><u>The top 2 Key Personnel with regulatory knowledge or experience conducting legislative reviews:</u></b> <ul style="list-style-type: none"> <li>• For one (1) Key Personnel, give two (2) points</li> </ul> </li> </ul>	10

	per 5 years of experience. : <b>jusqu'à / up to 10 pts</b>	
R6	<ul style="list-style-type: none"> <li>▪ <b><u>The top 2 Key Personnel with knowledge or experience with environmental protection legislation and programs and international agreements:</u></b> <ul style="list-style-type: none"> <li>• Together the top 2 Key Personnel have 10 or more similar projects. : <b>10 pts</b></li> <li>• Together the top 2 Key Personnel have 5 or more similar projects. : <b>6 pts</b></li> <li>• Together the top 2 Key Personnel have 2 or more similar projects. : <b>2 pts</b></li> <li>• Together the top 2 Key Personnel have not demonstrated success on 2 similar projects. : <b>0 pts</b></li> </ul> </li> </ul>	10
<b>Sub-Total:</b>		<b>60</b>
<b>CATEGORY 2: TECHNICAL COMPONENT</b> <b>POINTS MAXIMUM SCORE: 40 POINTS / POINTS MINIMUM SCORE: 28 POINTS</b>		
R7	<b><u>Detailed work plan :</u></b> <ul style="list-style-type: none"> <li>• The work plan exceeds expectations in meeting the objectives of the project. : <b>10 pts</b></li> <li>• The work plan meets the objectives of the project. : <b>7 pts</b></li> <li>• The work plan is weak and confusing and is not expected to meet the objectives. : <b>0 pts</b></li> </ul>	10
R8	<b><u>Work distribution :</u></b> <ul style="list-style-type: none"> <li>• The work plan outlines major and sub tasks with corresponding staff assigned. : <b>5 pts</b></li> <li>• The work plan outlines major tasks with corresponding staff assigned. : <b>2 pts</b></li> <li>• The work plan does not outline corresponding staff assigned. : <b>0 pts</b></li> </ul>	5
R9	<b><u>Data gathering :</u></b> <ul style="list-style-type: none"> <li>• The proponent identified potential data gaps and proposed solutions. : <b>10 pts</b></li> <li>• The proponent identified potential data gaps but appropriate solutions are lacking. : <b>5 pts</b></li> <li>• The proponent did not address potential data gaps. : <b>0 pts</b></li> </ul>	10
R10	<b><u>Evaluation and analysis :</u></b> <ul style="list-style-type: none"> <li>• The proponent demonstrated a detailed structured methodology to proceed with the tasks. : <b>15 pts</b></li> <li>• The proponent presented a methodology which lacks details and/or information. : <b>10 pts</b></li> <li>• The proponent has no methodology for evaluation and tasks. : <b>0 pts</b></li> </ul>	15
<b>Sub-Total</b>		<b>40</b>
<b>TOTAL</b>		<b>100</b>

## ANNEX « D »

### Former Public Servant Certification – Competitive Requirement

**To be completed (by each of the contractor's employees assigns to the contract) and attach to your submission**

Contracts with 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 with FPS, bidders must provide the information required below.

#### 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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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 FPS 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

---

Signed

---

Date

**ANNEX « E »**

**FINANCIAL PROPOSAL**

THE OFFEROR MUST NOT MODIFY THE PRESENT FORM

Supplier's name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

GST's company: \_\_\_\_\_

\_\_\_\_\_ \$

GST \_\_\_\_\_ \$

QST \_\_\_\_\_ \$

HST (if applicable) \_\_\_\_\_ \$

TOTAL \_\_\_\_\_ \$

I / We have authority to bind the Corporation / Partnership /  
Sole Proprietorship / consortium.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title