



**REQUEST FOR PROPOSAL**

<p><b>Return Bids to:</b> Environment Canada  Procurement and Contracting Division  Finance Branch  800 de la Gauchetiere Ouest, Bureau 7810 Montreal, Québec H5A 1L9  <u>Attention</u> : Moufid Samri</p> <p><u>Note: Bidders must provide a Canadian address</u></p>	<p><b>Title :</b> <b>Consultation with Canadian Stakeholders and Development of Best Practices for a Technical Code of Practice for the Environmentally Sound Management of End-of-life Mercury-containing Lamps</b></p>	<p><b>Date :</b> <b>2014-09-30</b></p>
	<p><b>Solicitation N°</b> <b>K2AA0-14-0022</b></p>	
	<p><b>Bid Closing Date and Time :</b> <b>Date :</b> <b>November 12th, 2014</b> <b>Hour :</b> <b>14:00 Eastern Standard Time</b></p>	
	<p><b>Destination of Goods and Services :</b>  <b>Environment Canada</b></p>	
	<p><b>Address Inquiries to :</b> <b>Moufid Samri</b></p>	
	<p><b>E-Mail :</b> <b>Moufid.Samri@ec.gc.ca</b></p>	
	<p><b>Bidder's name and address :</b>  ..... ..... ..... .....</p>	
	<p><b>Signature :</b></p>	



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## **PART 1 – GENERAL INFORMATION**

### **1. TITLE**

Consultation with Canadian Stakeholders and Development of Best Practices for a Technical Code of Practice for the Environmentally Sound Management of End-of-life Mercury-containing Lamps

### **2. SUBJECT**

The purpose of the work is to facilitate two (2) consultation meetings with stakeholders and prepare a report on the best practices for a technical code of practice for the environmentally sound management of end-of-life mercury-containing lamps, taking into account the information received during the consultation process with stakeholders and from the research of existing best practices.

### **3. STATEMENT OF WORK**

The bidder shall execute the work in accordance with the Statement of Work located in Appendix « A »

### **4. PERIOD OF THE CONTRACT**

The period of the contract is from the date of **issuance to July 28<sup>th</sup>, 2015.**

### **5. DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **6. PRIORITY OF DOCUMENTS**

If there is a discrepancy between the wordings 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) Annex A – Statement of Work
- (b) Annex B – Proposal Instructions
- (c) Annex C – Evaluation Criteria
- (d) Annex D – Former Public Servant Certification

## **PART 2 – BIDDER INSTRUCTIONS**

### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**



## 1.1 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.

## 1.2 SUBMISSION 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.
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 Canada specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - e) 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,
  - f) 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.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS) <https://buyandsell.gc.ca> . Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
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.

**Bids must be submitted to Environment Canada (EC) only on or before the date and time specified on page 1 of the bid solicitation.**

### **1.3 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.

### **1.4 DELAYED BIDS**

1. A bid delivered 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:
  - a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date.
2. 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.



3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

### **1.5 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

### **1.6 RIGHTS OF ENVIRONMENT CANADA**

EC 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 Environment Canada.

### **1.7 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 Public Works and Government Services Canada (PWGSC) "*Vendor Performance Corrective Measure Policy*", which renders the Bidder ineligible to bid on the requirement;  
  
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>
  - 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

### **1.8 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 their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult Part 2 - Bidder Instructions, Subsection 1.2 - Submission of Bids section

### **1.9 PRICE JUSTIFICATION**

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

- 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 EC.

### **1.10 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.

### **1.11 CONDUCT OF EVALUATION**

1. In conducting its evaluation of the bids, EC 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 cost of the bidder, 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.

#### **1.12 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 name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - c. 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 solitarily liable for the performance of any resulting contract.

#### **1.13 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**



1. In order to protect the integrity of the procurement process, bidders are advised that EC 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 EC'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 EC as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
3. Where EC 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 EC's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **1.14 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.

#### **1.15 FURTHER INFORMATION**

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



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

## **2. 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 EC 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 EC determines that the enquiry is not of a proprietary nature. EC 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 EC.

## **3. APPLICABLE LAWS**

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

# **PART 3 – BID PREPARATION INSTRUCTIONS**

## **i. BID PREPARATION INSTRUCTIONS**

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

### **Section I: Technical Bid (3 hard copies or an electronic copy by E-Mail)**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The bidders must clearly and separately show that they meet mandatory and rated criteria.

### **Section II: Financial Bid (3 hard copies or an electronic copy by E-Mail)**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.



The **total cost** of the contract must also include, but not limited to, all related costs.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**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.

## **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 Environment Canada will evaluate the bids.

#### **1.1 TECHNICAL EVALUATION**

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

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 price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Bids valued in excess of \$52,000.00 will be considered non-responsive. This disclosure does not commit EC to pay the maximum funding available.

## ii. 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 technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria.
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 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be prorated against the highest score as follows: total number of points obtained / highest bidder's rated score multiplied by 70.
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 30.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example:



$$TotalPoints = \frac{Bidder'sRatedScore}{HighestBidder'sRatedScore} \times 70 + \frac{LowestBidderPrice}{Bidder'sPrice} \times 30$$

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 62.2$	$(30,000 \div 30,000) \times 30 = 30$	$62.2 + 30 = 92.2$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 66.1$	$(30,000 \div 40,000) \times 30 = 22.5$	$66.1 + 22.5 = 88.6$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 70$	$(30,000 \div 35,000) \times 30 = 25.7$	$70 + 25.7 = 95.7^*$

\*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

### 2. Mandatory certifications required with bid

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

The certifications provided by bidders to Environment Canada are subject to verification by Canada at all times. EC will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the contract, 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 may render the bid non-responsive or constitute a default under the contract.

#### Compliance

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.

### 3. Contract with former public servants.



**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 – CONTRACT CLAUSES**

**1. Authorities**

**1.1 CONTRACTING AUTHORITY**

**THE CONTRACTING AUTHORITY FOR THE CONTRACT IS:**

**Moufid Samri**  
**Finance Branch - Environment Canada**  
**105 McGill, 5e étage,**  
**Montréal QC H2Y 2E7**



E-MAIL: [MOUFID.SAMRI@EC.GC.CA](mailto:MOUFID.SAMRI@EC.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 anyone other than the Contracting Authority.

**1.2 SCIENTIFIC AUTHORITY**

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

The Scientific Authority is the representative of the department and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the Scientific Authority; however the Scientific 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.

**1.3 CONTRACTOR 'S REPRESENTATIVE**

Name and phone number of the contact-person:

General information:

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

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

E-mail: \_\_\_\_\_

Follow-up on the work:

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

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

E-mail: \_\_\_\_\_

Goods and Services Tax (GST) or the Harmonized Sales Tax Number: \_\_\_\_\_

**2. Payment**

**2.1 BASIS OF PAYMENT**

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

**2.2 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.





### 2.3 METHOD OF PAYMENT

Environment Canada (EC) 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.

### 3 Invoicing Instructions

The contractor will bill the total amount of services rendered. Payment will be made 30 days after the date of receipt of the invoice.

### 4 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 – Non Resident Contractors  
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.



**5. Inspection and acceptance**

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

**6. 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.***

**7. Law on access to information**

Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

**8. Security clauses**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the: a.Security Requirements Check List and security guide (if applicable), attached at Annex \_\_b\_\_;  
industrial Security Manual (Latest Edition).



## ANNEX "A" STATEMENT OF WORK

**Title:** Consultation with Canadian Stakeholders and Development of Best Practices for a Technical Code of Practice for the Environmentally Sound Management of End-of-life Mercury-containing Lamps

All enquiries concerning this solicitation must be submitted in writing to the contracting authority named below as early as possible within the bidding period. Enquiries should be received by the contracting authority no later than five (5) working days prior to the bid closing date specified herein to allow sufficient time to provide a response.

### I. BACKGROUND

The Government of Canada's *Energy Efficiency Regulations* set new standards for light bulbs that will effectively phase out the use of traditional incandescent light bulbs in 2014, and increase the use of energy efficient alternatives such as halogen incandescent bulbs, light-emitting diodes (LEDs), and compact fluorescent light bulbs (CFLs) which contain mercury.

Recognized as a global pollutant<sup>1</sup>, mercury should be managed in environmentally sound manner to prevent releases to the environment. As part of the Government of Canada's approach to reducing mercury emissions to the environment from the management of end-of-life products, Environment Canada is developing a code of practice to provide technical guidance for the environmentally sound management of end-of-life mercury-containing lamps and targeted guidance for remote and northern communities on options for the management of end-of-life mercury-containing lamps. The code of practice is intended to be a national reference for industry and governments focusing on the technical aspects of the end-of-life management of mercury-containing lamps from all sources (i.e., residential, institutional and commercial uses), and will detail best practices and environmentally sound options for the handling, collection, storage, transportation, recycling, and disposal of lamps to prevent mercury releases to the environment. The code of practice and targeted guidance will be developed in consultation with provinces, territories, industry and other stakeholders. A discussion document on the potential elements of a code of practice was published on September 5, 2014, for public comment.

### II. PURPOSE

This contract is for consulting and professional services. The purpose of the work is to facilitate two (2) consultation meetings with stakeholders and prepare a report on the best practices for a technical code of practice for the environmentally sound management of end-of-life mercury-containing lamps, taking into account the information received during the consultation process

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<sup>1</sup> The environmentally sound management of mercury and mercury wastes are addressed by three international environmental agreements namely, the *Minamata Convention on Mercury*, the *Protocol on Heavy Metals to the 1979 Convention on Long-range Transboundary Air Pollution*, and the *Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal*.



with stakeholders and from the research of existing best practices. The report shall also propose options for the diversion and management of end-of-life mercury-containing lamps in northern and remote communities. The information obtained from this work will be taken into consideration by Environment Canada in its work to develop the code of practice for the environmentally sound management of end-of-life mercury-containing lamps and targeted guidance for remote and northern communities.

### III. OBJECTIVES

The contractor must:

1. Review documents on best practices, techniques and technologies for the end-of-life management of mercury-containing lamps (which includes the Basel Convention technical guidelines for mercury wastes, and information from Canadian and other jurisdictions), and on the issues and options for the diversion and management of end-of-life mercury-containing lamps in northern and remote communities, and conduct additional research which may be required;
2. Prepare and facilitate two (2) consultation meetings with stakeholders, which includes preparing meeting materials as required; and
3. Prepare and submit two (2) reports in English:
  - a. Report 1 of draft potential best management practices and elements for a technical code of practice for the environmentally sound management for end-of-life mercury-containing lamps, and preliminary information on the issues and options for the diversion and management of end-of-life mercury-containing lamps in northern and remote communities. This report will include a consultation plan. The report is to be used to facilitate the consultation meetings and solicit stakeholders' feedback.
  - b. Report 2 includes:
    - i. Summary and assessment of stakeholders' input and comments on the information presented in Report 1; and
    - ii. Proposed best management practices and elements for a technical code of practice for the environmentally sound management for end-of-life mercury-containing lamps, and options for the diversion and management of end-of-life mercury-containing lamps in northern and remote communities, for Environment Canada's consideration. The information is intended to inform Environment Canada's development of a code and targeted guidance for the North.

### IV. STATEMENT OF WORK

#### INTELLECTUAL PROPERTY

Environment Canada has determined that any intellectual property arising from the performance of the work under this Contract will be vested in Canada on the grounds that the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination (section 6.4.1 of the Treasury Board of Canada Secretariat *Policy on Title to Intellectual Property Arising under Crown Procurement Contracts*).

## CONFIDENTIALITY

It is understood and agreed that the Contractor shall, during and after the effective period of the ensuing contract, treat as confidential and not divulge, unless authorized in writing by the Departmental Representative or his/her delegate, any information obtained in the course of the performance of the ensuing contract.

Subject to the Access to Information Act, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature. Any failure of the Contractor to respect the confidentiality obligations is a default of the Contractor for which the Minister may terminate the contract.

## TASKS

The Contractor shall complete the following tasks:

### Task 1: Information review and assessment

- Review and assess documents provided by Environment Canada (see Section VI) and information obtained from other relevant sources on best practices, techniques and technologies for the end-of-life management of mercury-containing lamps, and on the issues and options for the diversion and management of spent mercury-containing lamps in northern and remote communities
- Carry out additional research as required, which may include contacting stakeholders

### Task 2: Facilitation of two (2) consultation meetings with stakeholders

- Prepare meeting materials as required
- Facilitate two (2) consultation meetings
- Record the proceedings of the meetings

### Task 3: Development and delivery of two (2) reports in English

- a. Report 1 is a draft of potential best management practices and elements for a technical code of practice for the environmentally sound management for end-of-life mercury-containing lamps, and preliminary information on the issues and options for the diversion and management of end-of-life mercury-containing lamps in northern and remote communities. The report shall take into consideration the information provided by Environment Canada. The Contractor shall submit the draft of Report 1 for review and comment by the Departmental Representative or persons designated by the Departmental Representative, and consider these comments in the final Report 1. The report will include a consultation plan. The report shall be used to facilitate the consultation meetings and solicit stakeholders' feedback.
- b. Report 2 presents the summary and assessment of the stakeholders' input and comments on the information presented in Report 1. Taking into account the input and comments received from the stakeholders, Report 2 shall propose, for Environment Canada's consideration:

- i. best management practices and elements for a technical code of practice for the environmentally sound management for end-of-life mercury-containing lamps, and
- ii. options for the diversion and management of end-of-life mercury-containing lamps in northern and remote communities.

The Contractor shall submit the draft of Report 2 for review and comment by the Departmental Representative or persons designated by the Departmental Representative, and consider these comments in the final Report 2.

## V. INFORMATION SOURCE REQUIREMENTS

In assisting the Contractor in completing the tasks stated above, Environment Canada will provide the following:

- Some background information and reference documents on best practices and technologies for the environmentally sound management of end-of-life mercury-containing lamps
- Relevant information from stakeholders previously compiled by Environment Canada
- Contact information of the stakeholders
- Translation of all consultation materials into French

Prior to contacting stakeholders, the Departmental Representative must review and approve the content of any information, questions or contact lists. The Departmental Representative must also review and approve the meeting materials that are to be presented to the stakeholders. The Contractor is responsible for developing a current contact list and ensuring the accuracy and completeness of the information. If available, the Departmental Representative may provide additional contact information to the Contractor. If needed, Environment Canada may also provide a letter to help the Contractor gather data from stakeholders.

It is not anticipated that it will be necessary for the Contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. Before commencing discussions or consultations with stakeholders, the Contractor shall ensure that it is communicated to said stakeholders that CBI is not to be divulged to the Contractor. Should a stakeholder wish to provide CBI to Environment Canada, the Contractor shall instruct the stakeholder to communicate with the Departmental Representative.

Any information and reports provided to the Contractor by Environment Canada are subject to the confidentiality agreement. The information and documentation provided should only be used for the purpose of this contract and shall not be used for any other purposes unless duly authorized by the Departmental Representative.

File and document safekeeping requirement - The Contractor must safely store and securely keep any background material/information or any other material used or obtained through the contract. The documents must be stored following the requirements set out in the *Industrial Security Manual* ( <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/index-eng.html> ).

The Contractor must keep a record of discussion following any communication with industry. These records must contain the industry contact information, the subject of discussion the questions posed or raised during the discussions, and any feedback received on the subject.

## VI. PROPOSAL REQUIREMENTS

### Technical proposal

The Technical Proposal must not exceed 35 pages excluding annexes. Sections copied from the Terms of Reference will not be assessed. The technical proposal must include the following information required to evaluate the proposal:

#### 1. Understanding of the study's objectives and scope

The proposal must demonstrate an understanding of the purpose and the objectives of the contract.

#### 2. Methodology

The methodology must provide an approach to complete the following:

- Consultation with stakeholders;
- Research and information gathering on best management practices, techniques and technologies;
- Research and information gathering on the issues and options for the diversion and management of mercury wastes in northern and remote communities;
- Identification of solutions to overcome data gaps and challenges associated with information gathering;
- Assessment of the information, and identification of information applicable to the Canadian situation; and
- Preparation of the two reports in English.

#### 3. Work plan

The proposal must include the following:

- The name and responsibilities of each team member;
- A breakdown of each project task and sub-task including timelines and team member responsibilities for completing each task; and
- The total time commitment per team member.

#### 4. Team experience and expertise relevant to the project

It is recognized that the skills required to complete the project may not all reside within one organization and therefore team building with multiple specialized experts and expertise is encouraged. It is anticipated that teams may need to include up to five (5) separate entities to address the subject matter. Teams bidding on this project can consist of any combination of expertise from various organizations such as consulting companies, not for profit associations, research facilities, academic institutions or individuals.



The proposal must provide a description of the project manager and all team members including their contribution, experience, expertise, and qualification directly relevant to their role.

The proposal is to provide a description of five (5) similar projects led by the project manager. Projects must be within the last five (5) years and able to demonstrate competencies in providing advice to industry and/or government on environmental issues or waste management, and planning and facilitating consultations with multiple and diverse stakeholders from industry and government.

The description of the projects should not be more than one (1) page in length, and should include the following:

- Project title, client name and industry sector;
- Planned and actual dollar values;
- Planned start and finish dates and actual start and finish dates;
- Nature of services provided for the project or study, methodologies and approaches employed;
- Summary of the project; and
- Name of contact who may be contacted to validate the information provided.

#### 5. Annexes

The annexes must include all other information the consultant finds relevant for evaluating the bid including the resumes of all project team's members.

#### The financial proposal

The financial proposal must contain:

- A breakdown of the level of effort required for each task by team member;
- A per diem rate for each working day; and
- A forecast of travel and costs associated to the project.

### VII. MANDATORY REQUIREMENTS

Proposals that do not meet qualification requirements will not be considered for evaluation.

#### Corporate Experience:

- The Bidding company must have experience\* consulting with industry and government on environmental issues
- The Bidding company must have experience\* providing advice to industry and/or governments on environmental issues

#### Project Team Experience:

- At least one team member must have a Bachelor's degree in environmental or chemical engineering or physical sciences
- At least one team member must be able to communicate fluently (orally and in writing) in French and in English





- At least one team member must have experience\* in planning and facilitating consultations with multiple and diverse stakeholders from industry and government on environmental issues
- At least one team member must have experience\* providing advice to industry and/or governments on environmental or waste issues
- At least one team member must have experience\* working on environmental or waste management issues in the North

\* Experience is defined as experience accumulated within the last five (5) years.

### VIII. DELIVERABLES AND SCHEDULE

Regular feedback (at least every two weeks) through email, and/or phone calls must be maintained between the Contractor and the Departmental Representative.

The draft and final reports will provide all the information in a concise format using plain language and diagrams. The Contractor will provide the reports as electronic files in Microsoft® Word and Microsoft® Excel. The Contractor shall also provide electronic versions in Portable Digital Format (PDF), as well as three (3) bound hard copies of the final report, with all graphics in colour.

In addition to the final report, the Contractor will provide the Departmental Representative with hard and electronic copies (Microsoft Office Suite 2007-2010) of all notes, text, graphics, surveys, raw data, spreadsheets and records of discussion used for the delivery of this Contract upon request. This material will be stored in a secure manner and destroyed by the Contractor after five (5) years.

All deliverables shall be provided no later than July 28, 2015.

#### **Schedule and Deliverables**

Deliverable	Description	Delivery Date
Initial meeting		Within five (5) working days of First Day of Contract (FDoC)
Draft Report 1	<ul style="list-style-type: none"> <li>• Delivery of draft Report 1 for review by the Departmental Representative or persons designated by the Departmental Representative</li> <li>• See Task 3a for further details</li> </ul>	No later than March 10, 2015 (6 weeks from FDoC)
Final Report 1	<ul style="list-style-type: none"> <li>• Delivery of final Report 1 for approval by the Departmental Representative or persons designated by the Departmental Representative</li> <li>• See Task 3a for further details</li> </ul>	No later than March 31, 2015 (9 weeks from FDoC)



Prepare and facilitate two (2) consultation meetings with stakeholders	<ul style="list-style-type: none"> <li>• See Task 2 for further details</li> </ul>	No later than June 9, 2015 (19 weeks from FDoC)
Draft Report 2	<ul style="list-style-type: none"> <li>• Delivery of draft Report 2 for review by the Departmental Representative or persons designated by the Departmental Representative</li> <li>• See Task 3b for further details</li> </ul>	No later than June 30, 2015 (22 weeks from FDoC)
Final Report 2	<ul style="list-style-type: none"> <li>• Delivery of final Report 2 for approval by the Departmental Representative or persons designated by the Departmental Representative</li> <li>• See Task 3b for further details</li> </ul>	No later than July 28, 2015 (26 weeks from FDoC)

Report 1 and Draft Report 2: The reports must be in English, and must be provided electronically in Microsoft Word (Microsoft Office Suite 2007-2010). The reports must reflect the requirements outlined in the Statement of Work. The reports must also consider and address comments received during regular progress of the project and comments provided throughout the contract. Environment Canada will review and provide comments to the Contractor within two (2) weeks after receiving the draft reports.

Final Report 2: The report must be in English. The Contractor must provide the final Report 2 in hard copy and electronically in Microsoft Word (Microsoft Office Suite 2007-2010) and Adobe Acrobat (PDF). The report must address the requirements identified in the Statement of Work. The Contractor shall take into consideration all the comments provided on previous deliverables.

**IX. ACCEPTANCE OF DELIVERABLES**

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.

**X. METHOD OF PAYMENT**

Payments will be made according to the following schedule:

- 30% for professional fees will be paid following the completion, delivery, and acceptance of the final Report 1.
- 20% for professional fees will be paid following the completion, delivery, and acceptance of the draft Report 2.
- The remainder of the professional fees will be paid following the completion, delivery and acceptance of the final Report 2.

Costs associated with travel will be paid at the completion of the contract.

## XI. PROJECT BUDGET

Environment Canada has established funding for this project at a maximum amount of \$52,000.00. The project budget is broken down as follows:

- A maximum of \$15,000 in professional fees (excluding applicable taxes) is designated for the 2014 - 2015 fiscal year.
- A maximum of \$37,000 (excluding applicable taxes), including a maximum of \$6,000.00 for travel related to consultation, is designated for the 2015 - 2016 fiscal year.

## XII. TRAVEL

It is anticipated that there will be two (2) face-to-face consultation meetings with stakeholders, one in Northern Canada, and another in an urban centre in Southern or Western Canada. Environment Canada has allotted a maximum of \$6,000 for travel expenses for these two meetings.

The request for travel must be made to the Departmental Representative prior to the trip(s) and in consultation with Environment Canada, and must be pre-approved in writing. Original receipts must be provided for reimbursement.

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board (TB) Travel Directive [http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index\\_e.asp](http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp) and with the other provisions of the directive referring to “travellers,” rather than those referring to “employees.”



## ANNEX "B" FIANCIAL PROPOSAL

The price of each bid will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax excluded.

DELIVERABLES	Price
Final Report 1 (Must not exceed \$15,000.00)	\$
Draft Report 2	\$
Final Report 2	\$
Estimation of travelling fees (Must not exceed \$6,000.00)	\$
<b>TOTAL*</b>	<b>\$</b>

\*The **total cost** of the contract must also include, but not limited to, all related cost.



## ANNEX "C" EVALUATION & SELECTION CRITERIA

For a proposal to be deemed technically compliant, the proposal must meet the specified minimum requirements for each rated criteria. The Bidder with the highest combined rating for technical (70%) and price (30%) will be recommended for award of the contract. The combined rating (i.e. total points) will be determined using Equation 1 (Appendix B). If no acceptable bids are received, Environment Canada has the right to not award this contract.

The proposal must include a detailed description of the approach, methodology and the work plan describing how the Contractor would carry out the study to achieve the above objectives. Any relevant information to enable Environment Canada to adequately score the proposal based on the criteria listed below must be included.

	MANDATORY CRITERIA	Yes/No
M1	The company must have experience* consulting with industry and government on environmental issues.	
M2	The company must have experience* providing advice to industry and/or governments on environmental issues.	
M3	At least one member of the contractor team must have, as a minimum, a Bachelor's degree in environmental or chemical engineering or physical sciences. Proof of the degrees must be provided with the proposal.	
M4	At least one team member must be able to communicate fluently (orally and in writing) in French and in English.	
M5	At least one team member must have experience* in planning and facilitating consultations with multiple and diverse stakeholders from industry and government on environmental issues	
M6	At least one team member must have experience* providing advice to industry and/or governments on environmental or waste management issues	
M7	At least one team member must have experience* working on environmental or waste management issues in the North	

\* Experience is defined as experience accumulated within the last five (5) years.



**Point Rated Technical Criteria**

CRITERIA	POINTS	SCORE
<b>1. Comprehension of the objectives and scope of the work</b> (Minimum requirement: 5 points)		Max. 10 points
Sound understanding of the purpose and the objectives of the work	5 points	
Sound understanding of the environmental issues for mercury and mercury wastes	5 points	
<b>2. Methodology</b> (Minimum requirement: 10 points)		Max. 20 points
Data collection approach is clear, logical and realistic	5 points	
Identify realistic solution(s) to overcome data gaps	5 points	
Approach for data analysis and interpretation of results are clear and logical	5 points	
Approach for facilitating consultation meetings is clear and logical	5 points	
<b>3. Work plan</b> (Minimum requirement: 10 points)		Max. 20 points
The work plan outlines a logical and chronological arrangement of the tasks and sub-tasks necessary to fulfill the objectives	10 points	
Time is committed to each task and sub-task; responsible parties are identified and deadlines are set	5 points	
The work plan has considered a plan to overcome challenges and data gaps to mitigate the risks identified	5 points	
<b>4. Project Manager’s experience* and qualifications</b> (Minimum requirement: 5 points)		Max. 10 points
Project Manager has demonstrated relevant experience in supervising team members, ensuring completion of project tasks, and liaising with clients	5 points	
Project Manager has demonstrated experience in advising government and/or industry on environmental or waste management issues	5 points	
<b>5. Team members’ experience* and qualifications</b> (Minimum requirement: 8 points)		Max. 15 points
Project team is composed of a balance of various disciplines and experience required to complete project tasks and sub-tasks, that includes:		
<ul style="list-style-type: none"> <li>At least one member has demonstrated experience in collecting and managing data, and analyzing, synthesizing and interpreting results</li> </ul>	5 points	
<ul style="list-style-type: none"> <li>At least one member has demonstrated understanding of, and/or experience working in, the waste management sector</li> </ul>	5 points	

<ul style="list-style-type: none"> <li>At least one member has demonstrated understanding of the management of wastes in the North, or demonstrated experience working with remote or northern communities on issues relating to the management of wastes</li> </ul>	5 points	
6. Project references (Minimum requirement: 13 points)		Max. 25 points
Number of projects completed on time and within budget in the last five (5) years	5 points	
The projects (i.e. subject matter and/or nature of the work) are relevant to this work	5 points	
Previous clients' satisfaction with the quality of service provided	15 points	
TOTAL		Max. 100 points

\* Experience is defined as experience accumulated within the last five (5) years.

## Selection Method

### Technical Rating

The proposal that obtained the highest score for the technical evaluation, as presented in appendix A, will be assigned a weight of 70%. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

### Cost Rating

The proposal presenting the lowest cost while meeting the minimum score requirements for the technical evaluation will be assigned a weight of 30%. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

Both the technical rating and the cost rating will be used to determine the final score, as illustrated by the example below:

### Equation 1:

$$\text{Total Points} = \left( \frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 70 \right) + \left( \frac{\text{Lowest Bidder's Price}}{\text{Bidder's Price}} \times 30 \right)$$

### Example:

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 62.2$	$(30,000 \div 30,000) \times 30 = 30$	$62.2 + 30 = 92.2$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 66.1$	$(30,000 \div 40,000) \times 30 = 22.5$	$66.1 + 22.5 = 88.6$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 70$	$(30,000 \div 35,000) \times 30 = 25.7$	$70 + 25.7 = 95.7^*$

\*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.



## 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, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the, R.S., 1985, c.C-17, the 4, 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.

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Signed

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Date