



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Hard Copy :</p> <p>200 Sacre-Coeur Blvd., Gatineau, Quebec (Canada) K1A 0H3 Attn: Barry McKenna</p> <p>E –Mail:</p> <p>ec.soumissions-bids.ec@canada.ca</p>	<p>Title – Titre Auto Shredder Residue Sampling and Testing</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000039908/B</p>	
<p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2018-11-27</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M.</p> <p>on – le 2018-12-18</p>	<p>Time Zone – Fuseau horaire</p> <p>EST/HNE</p>
	<p>F.O.B – F.A.B See herein.</p>	
	<p>Address Enquiries to - Adresser toutes questions à Barry McKenna Barryjoseph.mckenna@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-9425</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See Herein</p>	
	<p>Destination - of Services / Destination des services 351 St Joseph Blvd Gatineau QC K1A 0H3</p>	
	<p>Security / Sécurité There is no security requirement associated with this solicitation.</p>	
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	



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Auto Shredder Residue Sampling and Testing

PART 1 – GENERAL INFORMATION

1. Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 500039908 dated 2018-09-19 with a closing of 2018-10-10 at 2:00pm Eastern Daylight Time. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

2. Security Requirement

2.1 There is no security requirement associated with this requirement.

3. Statement of Work

The Work to be performed is detailed under Article A, Statement of Work of the resulting contract.

4. 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

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

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid



solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (4)

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

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

Definitions

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



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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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 Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



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

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 Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. 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.

6. Basis for Canada's Ownership of 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:

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

7. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



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 OR 1 electronic copy in PDF format

Section II: Financial Bid: 1 hard copy OR 1 electronic copy in PDF format

Section III: Certifications: 1 hard copy OR 1 electronic copy in PDF format

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

Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Electronic bids must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Jennifer Legere
Solicitation Number: 5000039908/A

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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; and
- (3) print on both sides of the paper.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions, including the Mandatory and Point-Rated Criteria that bidders must consider when preparing their technical bid.

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 2 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. **The Bidder should provide complete details as to where, when (month and year), and how (through which activities / responsibilities) the stated qualifications / experience were obtained.** Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

1.2 Technical Evaluation – Mandatory Requirements

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described below.

1.2.1 Mandatory Technical Criteria

Bidders may propose a team of one or more resources to undertake the Work. For the purpose of the evaluation, "senior team members" are those resources that will be significant contributors to the deliverables.



MANDATORY TECHNICAL CRITERIA			
Item	Description	Met	Not Met
M1	<p>The Bidder must identify the proposed resource(s) to undertake the work. If the work will be carried out by a team a description of the team and its members must be provided. The description must</p> <ul style="list-style-type: none"> a) identify each of the senior team members b) describe the roles and responsibilities of each team member and c) state which of the senior team members will be assigned the role of Project Manager. The Project Manager will be the primary point of contact with the Bidder and will be responsible for the conduct of the work. <p>The Bidder must provide a detailed résumé for EACH of the proposed senior resource(s), which clearly describes relevant descriptions of the resource's work experience, academic qualifications, professional certifications and publications.</p>		
M2	<p>The Project Manager must demonstrate having been one of the principal contributors on two (2) projects relevant to the Statement of Work completed within the past 10 years. Relevant projects are considered to be those that pertain to sampling work (collecting samples, coordinating laboratory analysis, interpretation of results) and that focus on environmental issues.</p> <p>For each project, the bidder must provide, at a minimum:</p> <ul style="list-style-type: none"> • a brief description of the project, including objectives, • the duration of the project, • the proposed resource's role, and • The contact information (name, title, telephone number and address) for the organization for which the project was performed. 		



MANDATORY TECHNICAL CRITERIA			
Item	Description	Met	Not Met
M3	The Bidder must describe the sampling protocol that will be utilized.		
M4	Bidders must demonstrate in their bid that the samples will be analyzed by an accredited laboratory that is a member of the International Laboratory Accreditation Cooperation (ILAC), such as the Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC).		
M5	The Bidder must demonstrate that Quality Assurance and Quality Control procedures will be applied.		

PROPOSALS NOT MEETING THE ABOVE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.

1.2.2 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the Request for Proposal (RFP), will not be considered “demonstrated” for the purpose of this evaluation.

The Bidder should provide all relevant details for each appropriate point-rated requirement:

- project/ work description overview;
- relevance of the project/work to each point rated requirement;
- your roles and responsibilities, including your tasks;
- duration in time (e.g. months; years) and dates;
- name and description of client organization; and
- name and phone number of client.

Bidders may propose a team of one or more resources to undertake the Work. For the purpose of the evaluation, “senior team members” are those resources that will be significant contributors to the deliverables. For the purpose of the evaluation, the Proposed Resources may be those of the Bidder or its subcontractor(s).



RATED TECHNICAL CRITERIA			
Item	Description		Maximum Points
Project Approach, Methodology and Work Plan (R.1 to R.3) - Minimum 30/45 points			
R.1	<p>The Bidder's approach and methodology for the Work will be evaluated in accordance with the following:</p> <p>The approach, methodology and sampling protocol are very well developed, sound and efficient; the elements are clearly identified and presented logically.</p> <p>The approach and methodology are well developed; the elements are identified and presented logically.</p> <p>The approach and methodology are developed in a satisfactory manner; some elements are missing or are not presented logically.</p> <p>The approach and methodology are poorly developed and lacks clarity; many elements are missing.</p>	<p>Points</p> <p>15</p> <p>10</p> <p>8</p> <p>0</p>	15
R.2	<p>The Bidder's Workplan will be evaluated in accordance with the following:</p> <p>The work plan is very well defined and logical; milestones, timelines and deliverables for all of the requirements of the Statement of Work are clearly identified.</p> <p>The work plan is well defined; milestones, timelines and deliverables for most of the requirements of the Statement of Work are identified.</p> <p>The work plan is defined in a satisfactory manner; information related to milestones, timelines and deliverables for the requirements in the Statement of Work is missing</p> <p>The work plan is poorly defined and not logical; milestones, timelines and deliverables for the requirements of the Statement of Work are not identified.</p>	<p>Points</p> <p>15</p> <p>10</p> <p>8</p> <p>0</p>	15



RATED TECHNICAL CRITERIA			
Item	Description		Maximum Points
R.3	The resource allocation identified in the Bidder's work plan will be evaluated in accordance with the following:		Points
	The proposed workplan clearly shows time allocated for each task and sub-task and clearly identifies milestones, deliverables and responsible parties; resources are allocated very effectively to meet the stated objectives.	15	15
	The proposed workplan shows time allocated for each task and sub-task and identifies milestones, deliverables and responsible parties but some information is missing; resources are allocated in a manner to meet the stated objectives.	10	
	The proposed workplan shows time allocated for each task and sub-task and identifies milestones, deliverables and responsible parties; resources are not effectively allocated to meet all the stated objectives.	8	
The proposed workplan does not show time allocated for each task and sub-task and does not identifies milestones, deliverables and responsible parties; resources are not allocated in a way to meet the stated objectives.	0		
Project Team Experience (R.4 – R.6) – Minimum 25/45 points			
R.4	The proposed project team cumulative experience (excluding the project manager) pertaining to sampling work (i.e. collecting samples, coordinating laboratory analysis, interpretation of results) will be assessed based on the following:		Points
	More than 8 projects	15	15
	5 - 8 projects	10	
1-4 projects	5		
R.5	The proposed project team cumulative experience (excluding the project manager) pertaining to the auto shredding sector, or other industrial shredding sector, will be assessed based on the following:		Points
	More than 8 projects	15	15
	5 - 8 projects	10	
1-4 projects	5		



RATED TECHNICAL CRITERIA		
Item	Description	Maximum Points
R.6	<p>The relevant experience of the proposed project manager will be assessed based on the following:</p> <p>Excluding projects required in M.2 of the mandatory criteria section, 5 points will be allocated to each additional relevant project, up to a maximum of 15 points.</p> <p>Relevant projects are considered to be those that pertain to sampling work (i.e. collecting samples, coordinating laboratory analysis, interpretation of results) and that focus on environmental issues.</p>	<p>Points</p> <p>5 per project</p> <p>15</p>
Total Maximum Points		90

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$50,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

1.3.2 Evaluation of Price

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

For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with Annex B, Basis of Payment.

2. Basis of Selection

2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all the mandatory evaluation criteria;

2.1.2 Bids not meeting 2.1.1 (a) or (b) will be declared non-responsive.



- 2.1.3** The evaluation 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.
- 2.1.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 2.1.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by the ratio of 30%.
- 2.1.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.1.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating	84.17	73.15	77.70
Overall Rating	1st	3rd	2nd



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada 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.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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



2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT

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

Title: *(to be inserted at contract award)*

1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees,



subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: “The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which



the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.”

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to May 31, 2019 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Legere
Title: Manager, Procurement Operations East
Environment and Climate Change Canada
Address: 45 Alderney Drive
Dartmouth NS B2Y 2N6

Telephone: 902-426-9940
E-mail: Jennifer.legere@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority (to be completed at contract award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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.

5.3 Contractor's Representative
(To be completed at Contract Award)

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of



a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with Annex B, Basis of Payment.

7.2 PWGSC SACC Manual clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

8 Invoicing Instructions

8.1 Milestone Payments

(a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Appendix B, Basis of Payment and the payment provisions of the Contract if:

- (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

Compliance with the certifications 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 or 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in_____. (*Insert the name of the province or territory as specified by the bidder in its bid.*)

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated_____.



ANNEX A

STATEMENT OF WORK

Auto Shredder Residue Sampling & Testing

1. Requirement

Environment and Climate Change Canada (ECCC) needs to confirm whether certain Chemical Management Plan (CMP) substances and other contaminants of concern are found in Auto Shredder Residue (ASR) and to assess if and how they may be contributing to concentrations and loadings of contaminants in Municipal Solid Waste landfills.

2. Background

The Minister of the Environment and the Minister of Health (the Ministers) published on December 9, 2006, in the *Canada Gazette*, Part I, the *Notice of intent to develop and implement measures to assess and manage the risks posed by certain substances to the health of Canadians and their environment*. This notice served to introduce the Government's Chemicals Management Plan (CMP), a program committed to making sure that chemical substances are managed properly. More information on the CMP can be found at www.chemicalsubstances.gc.ca/.

As part of the CMP, Environment Canada has identified the Waste Sector as a potential source of releases of various chemical substances to the environment. Specifically, some emerging contaminants of concern are found in end-of-life vehicles (ELVs) and consequently in auto shredder residue (ASR).

A total of between 320,000-448,000 tonnes of ASR is generated annually in Canada at approximately 25 different shredding facilities. These facilities play a key role in managing end-of-life vehicles (ELVs). While the metals separated from these processes are recycled or utilized for various purposes, the ASR, which typically comprises 25% of the remainder of the ELV, is disposed of in Municipal Solid Waste (MSW) landfills or used as landfill cover across Canada.

ASR is not typically economically valuable, and contains a mix of plastics, foam, rubber, and other non-metallic fractions. These materials, in turn, can contain additives such as plasticizers and flame-retardants. As such, ASR, primarily containing plastics from ELVs, may be a primary source of PBDEs and phthalates, among other contaminants, to landfills and potentially to the environment. In some jurisdictions, ASR may be considered a hazardous waste or requires pre-treatment to ensure some contaminants will not be mobilized in a landfill environment.

In order to enhance the understanding of the potential risks and impacts associated with CMP substances and other substances of concern found in ASR, Environment and Climate Change Canada (ECCC) is initiating this study to evaluate the presence of selected contaminants of



concern in ASR and gather the necessary information to determine if they are released within a landfill environment and eventually to the environment.

Note: In practice, all shredders in Canada also shred other scrap metal along with ELVs. While ASR refers to the residue from ELV shredding, “shredder residue” is the residue from other shredded metal waste such as white goods (end-of-life appliances) and other scrap metals. Although these different end-of-life waste feedstocks will have variations in chemical and physical composition, a mixture of ASR and shredder residue is generated at each shredding facility and disposed of in landfill as one (heterogeneous) waste stream. Therefore, for the purposes of this project, the terms ASR and shredder residue are used interchangeably and sampling and chemical analysis will comprise the mixture of both the residue from ELVs and other metal scrap.

3. Objectives

The objectives of this work are:

- To undertake ASR sampling at 2 Canadian shredder facilities.
- To analyze ASR for several CMP substances and other contaminants of concern in ASR in order to obtain a Canadian data set.
- To estimate contaminant loadings from ASR to MSW landfills in Canada and assess the overall environmental risk of landfilling ASR.

4. Tasks

The contractor must complete the following tasks:

- 4.1. Conduct one round of ASR sampling at two (2) pre-selected shredding facilities located within a 50 km radius of Montreal, within the province of Quebec.
 - 4.1.1. Sampling must be conducted in accordance with an ASR Sampling Protocol, in order to obtain a representative sample. The Contractor must document the protocol used, and provide a copy to the Technical Authority upon request.
 - 4.1.2. The Contractor must provide any equipment required to conduct this study.
- 4.2. To analyze ASR samples and determine the presence, concentrations and leachability (when feasible) of the substances listed in Table 1, using the lowest possible detection limit (DL)
 - 4.2.1. The Contractor must coordinate the analysis of the samples with an accredited laboratory.



4.2.2. Analysis must be conducted in accordance with recognized analytical methods, (including references), if available, and must clearly be identified in the proposal.

Table 1: Substances and other substances to be included

Grouping	CAS numbers	Substance Name	Acronym
Phthalates	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	DEHP
	68515-40-2	1,2-Benzenedicarboxylic acid, benzyl C7-9-branched and linear alkyl esters	B79P
Certain Organic Flame retardants	84852-53-9	Benzene, 1,1'-(1,2-ethanediyl)bis[2,3,4,5,6-pentabromo-	DBDPE
	13560-89-9	1,4:7,10-Dimethanodibenzo[a,e]cyclooctene, 1,2,3,4,7,8,9,10,13,13,14,14-dodecachloro-1,4,4a,5,6,6a,7,10,10a,11,12,12a-dodecahydro-	DP
Flame retardants	Multiple CAS #s	Polybrominated diphenyl ethers (tetra-, penta-, hexa-, hepta-, octa-, nona- and decaBDE)	PBDEs
	Multiple CAS #s	Hexabromocyclododecane	HBCD
Methylenediphenyl diisocyanates	101-68-8	Benzene, 1,1'-methylenebis[4-isocyanato-	4,4'-MDI
	2536-05-2	Benzene, 1,1'-methylenebis[2-isocyanato-	2,2'-MDI
	5873-54-1	Benzene, 1-isocyanato-2-[(4-isocyanatophenyl)methyl]-	2,4'-MDI
	26447-40-5	Benzene, 1,1'-methylenebis[isocyanato-	mixed MDI
	9016-87-9	Isocyanic acid, polymethylenepolyphenylene ester	pMDI
	101-77-9	Benzenamine, 4,4'-methylenebis-	4,4'-MDA
	25214-70-4	Formaldehyde, polymer with benzenamine	pMDA
Organic chlorine compounds	Multiple CAS #s	Polychlorinated biphenyls	PCBs
Hindered Phenols	Multiple CAS #s		
Metals	Multiple CAS #s		
Organotins	Multiple CAS #s		

4.3. To interpret the analytical data for each shredding facility and present the overall substance results:

4.3.1. Measured concentrations and available leachability (e.g. TCLP) tests results for all substances are to be presented within the report. Data will be presented using statistical analysis reported in tables including:



4.3.2. Number of samples taken

4.3.3. Detection Limit (DL)

4.3.4. Maximum

4.3.5. Minimum

4.3.6. Average

4.3.7. Median

4.4. The report must include general descriptions of each shredding facility including:

4.4.1. Facility owner/operator and location

4.4.2. Amount of accepted materials for shredding annually

4.4.3. Capacity of facility and amount of ASR generated annually

4.4.4. Description of accepted materials for shredding

4.4.5. Material and chemical composition of past ASR samples if available

4.4.6. Fate or final disposal of shredder residue (including amount sent to landfill)

4.5. The report must include an interpretation and discussion of the results including:

4.5.1. Overview of hazardous characteristics of substances detected

4.5.2. Comparison of ASR analytical results obtained with controlled substances which are regulated Federally and Provincially to determine hazardous waste threshold limits

4.5.3. Correlation with existing landfill leachate sampling results

4.5.4. Assessment of potential contribution of ASR disposal into MSW landfill to leachate contaminant loadings, based on analytical results

4.5.5. Overall risk assessment of potential releases of substances of concern to the environment from MSW landfills

5. Deliverables and Schedule

A project initiation conference call will be held within two (2) weeks of the contract being awarded, to discuss the following:

- Discuss the proposed plan to carry out project and expectations;



- Discuss any uncertainties and proposed solutions;
- Agree on final approach to undertake the work and communication channels.

The contractor should also plan for bi-weekly conference calls for the duration of the project.

5.1. Deliverable 1: Preliminary Report

The contractor must submit a preliminary report in electronic format to the Departmental Representative for approval by February 15th, 2019, containing the following components:

- A table of contents
- An executive summary
- An introduction
- A methodology section

5.2. Deliverable 2: Draft Final Report

The contractor must submit a draft report in electronic format to the Departmental Representative for approval by March 22nd, 2019, containing the following components:

- All information included in the Preliminary Report, including updated and revised information and data where warranted
- All available results, data, methods, assumptions and analysis
- An initial technical discussion with conclusions
- Supporting graphs, tables and figures
- Separate tabs for each parameter

ECCC will review and provide comments/feedback to the contractor no later than 2 weeks after receipt of the Draft Report.

5.3. Deliverable 3: Final Report

The contractor must submit a final report to the Departmental Representative by May 31st, 2019, taking into account all items identified between the Departmental Representative and the contractor and all changes or additional information requested by ECCC. The following should be submitted:



- The final report in English, in electronic format files in Microsoft® Word and Microsoft® Excel; in Portable Digital Format (PDF) as well as three (3) bound hard copies of each.
- A version of the final report that does not contain Confidential Business Information
- A presentation summarizing the project and presenting the main results and conclusions in Microsoft® PowerPoint

5.4. General Instructions for Deliverables

- When appropriate, the contractor will provide a separate document responding to Environment Canada's comments.
- All documents, reports, notes and correspondence generated by the contractor during the course of this project shall be in English.

5.5. Acceptance of deliverables:

Reports and correspondence produced by the contractor will be subject to review and approval by the Departmental Representative or designated persons. All work is to be performed to the satisfaction of the Departmental Representative.

6. Location of Work.

The Work is to be conducted at the Contractor's premises. Travel may be required for the purpose of collecting samples.

7. Language

All deliverables are to be in English.



ANNEX B
BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

The firm price indicated above is an **all-inclusive price**, including but not limited to: professional fees, materials and equipment, travel (from the Bidder's regular place of business to the sampling site(s) within a 50km of Montreal PQ), as well as any administrative expenses such as overhead, insurance or training, required to complete the work. All taxes extra.

Milestone payments will be made on acceptance of the deliverables as indicated below:

Deliverable	Description	% Contract Value	Firm Price (\$CDN)
1	Preliminary Report	30%	
2	Draft Final Report	50%	
3	Final Report	20%	
		<i>Taxes (@___%)</i>	
		Total Contract Value	



Financial Proposal

The Bidder must complete this pricing schedule and include it in its financial bid. Prices must only appear in the Financial Bid and in no other part of the bid.

The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

The Bidder must complete the table below:

	Professional Fees (\$)	Laboratory Fees (\$)	Equipment & Materials (\$)	Travel (\$)	Other Expenses (\$) <i>(please identify)</i>	Total Evaluated Price
For the Work as described in the Statement of Work at Annex A						

For evaluation purposes the total bid price will be the total price from the table above.