

Environment and Environmement et Change Canada Change Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	<b>Title – Titre</b> Surveying dental facility compliance v prevention planning notice for dental			
Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et	EC Bid Solicitation No. /SAP No. – Nº de la demande de soumissions EC / Nº SAP 5000066741			
changement climatique Canada	Date of Bid solicitation (YYYY-MM-D de soumissions (AAAA-MM-JJ) 04 Au	-		
Electronic Copy: soumissionsbids@ec.gc.ca	Bid Solicitation Closes (YEAR-MM-D demande de soumissions prend fin ( MM-JJ) at – à 2:00 P.M. on – le 26 August 2022 F.O.B – F.A.B	<b>Time Zone –</b> <b>Fuseau horaire</b> Eastern Daylight Time (EDT)		
BID SOLICITATION DEMANDE DE SOUMISSONS	Destination Address Enquiries to - Adresser tout moufid.samri@ec.gc.ca	es quest	tions à	
PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA	Telephone No. – № de téléphone 438-815-0818 Delivery Required (YEAR-MM-DD) –	N/A	. – № de Fax n exigée (AAAA-	
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.	MM-JJ) 31 March 2023 Destination of Services / Destination des services			
SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA	Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur			
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).	Telephone No. – N° de téléphoneFax No. – N° de FaxName 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)SignatureDate			



PART 1	– GENERAL INFORMATION4
1.1	Security Requirement
1.2	Statement of Work 4
The W	ork to be performed is detailed under Annex A of the resulting contract clauses 4
1.3	Debriefings
PART 2	- BIDDER INSTRUCTIONS5
2.1.	Standard Instructions, Clauses and Conditions
2.2	Submission of Bids
2.3	Former Public Servant – Competitive Bid 6
2.4	Enquiries - Bid Solicitation7
2.5	Applicable Laws
2.6	Bid Challenge and Recourse Mechanisms8
2.7	Basis for Canada's Ownership of Intellectual Property
PART 3	- BID PREPARATION INSTRUCTIONS9
3.1	Bid Preparation Instructions
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION
4.1	Evaluation Procedures13
	Basis of Selection
	MANDATORY TECHNICAL CRITERIA16
	POINT RATED CRITERIA (100 POINTS)17
	- CERTIFICATIONS AND ADDITIONAL INFORMATION
5.1.	Certifications Required with the Bid22
5.2	Certifications Precedent to Contract Award and Additional Information22
PART 6	- RESULTING CONTRACT24
6.1	Security Requirement24
6.2.	Insurance Requirements24
6.3.	Statement of Work24
6.4.	Standard Clauses and Conditions24
6.5.	Term of Contract25
6.7.	Authorities25
6.8. P	roactive Disclosure of Contracts with Former Public Servants
6.9	Payment
6.10.	Invoicing Instructions

6.11. Certifications and Additional Information	28
6.12. Applicable Laws	28
6.13. Priority of Documents	28
6.14. Insurance	28
6.15. Dispute Resolution	29
ANNEX "A"	30
STATEMENT OF WORK	30
ANNEX "B"	35
BASIS OF PAYMENT	35
ANNEX "C"	36
NON-DISCLOSURE CERTIFICATION	
ANNEX "D"	
LIST OF SUPPLIER NAMES	37
ANNEX "E"	39
FORMER PUBLIC SERVANT STATUS	39

## List of Annexes:

- Annex A Statement of Work
- **Basis of Payment** Annex B
- Non-Disclosure Certification Annex C
- List of Names supplier Annex D
- Former Public Servant Status Annex E



# **PART 1 – GENERAL INFORMATION**

#### 1.1 **Security Requirement**

There is no security requirement applicable to the requirement.

#### 1.2 **Statement of Work**

The Work to be performed is detailed under Annex A of the resulting contract clauses.

#### 1.3 Debriefings

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



## PART 2 - BIDDER INSTRUCTIONS

## 2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PSPC/PWGSC <u>Standard Acquisition Clauses and Conditions Manual</u> 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 (2022-03-29) 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 and Climate Change Canada 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 and Climate Change Canada"

#### At Section 07 Delayed Bids:

**Delete:** "PWGSC" Insert: "Environment and Climate Change 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"



## 2.1.1 SACC Manual Clauses

A7035T (2007-05-25) List of Proposed Subcontractors

## 2.2 Submission of Bids

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

## 2.3 Former Public Servant – Competitive Bid

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

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** () If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

a. name of former public servant;



b. date of termination of employment or retirement from the Public Service.

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

## **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 2.5 Applicable Laws

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

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



#### 2.6 **Bid Challenge and Recourse Mechanisms**

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

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

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

#### Basis for Canada's Ownership of Intellectual Property 2.7

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown **Procurement Contracts:** 

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



# **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

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

Section I: Technical Bid 01 electronic copy in PDF format.

Section II: Financial Bid 01 electronic copy in PDF format.

Section III: Certifications 01 electronic copy in PDF format.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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:

## Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: **soumissionsbids@ec.gc.ca** Attention: **Moufid Samri** Solicitation Number: **5000066741** 

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.

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.

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.

## 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.

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

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their (insert, as applicable: "price" OR "prices", "and", "rate" OR "rates") FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

#### 1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for of the Work, as applicable:

(a) Professional fees: For each individual and (or) labor category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

To satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

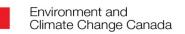
- Equipment (if applicable): The bidders should specify each item required to complete the (b) Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the "http://www.njccnm.gc.ca/directive/travel-voyage/index-eng.php" National Joint Council Travel Directive and with the other provisions of the directive referring to "traveler's", rather than those referring to "employees".



- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long-distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.5** 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

Bidders must submit the certifications required under Part 5.



# ATTACHMENT "01" TO PART 3 -FINANCIAL BID PRESENTATION SHEET

The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for each of the tasks specified below its quoted all-inclusive (in Cdn \$).

Livrable/tâche	Échéancier	Montant
Conception du sondage final de la tâche 1	Au plus tard 6 semaines après octroi du contrat	\$
Rapport provisoire final de la tâche 2	Au plus tard 18 semaines après octroi du contrat	\$
Rapport final de la tâche 3	Au plus tard 23 semaines après octroi du contrat	\$
Dépenses administratives		\$
Sous-total ( point d'évaluation financière de votre soumission)		\$
Taxes applicables		\$
Grand total tout inclus		\$

Environment and Climate Change Canada has established maximum funding of \$60,000 (taxes extra) for this project for the 2022–2023 fiscal year.

Administrative expenses, such as charges for long-distance telephone calls, translation, courier services, and printing and photocopying will be reimbursed up to a maximum of \$100.00 (plus tax) and must be included in the total cost of the project.

The cost of the project covers the period from the date of contract award to the date of completion of the work.



# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

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

## 4.2 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.

## 4.3 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment "01" to Part 4.

## 4.4 Financial Evaluation

Mandatory financial criterion is included in Attachment "01" to Part 4.

## 4.4.1 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(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 01 to Part 3.

#### 4.5 Basis of Selection

- 1. To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the minimum number of points required for the technical evaluation for rated criteria 1,
  2 and 3., and
- d. obtain the required minimum of **70 points** overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

3. Bids not meeting requirement (a) or (b) or (c) or (d) will be declared non-responsive.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid E	Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Con	nbined Rating	83.84	75.56	80.89
01	verall Rating	1st	3rd	2nd

# ATTACHMENT "01" TO PART 4

## MANDATORY TECHNICAL AND FINANCIAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

The proposal must demonstrate a clear understanding of the work to be undertaken, present a detailed work plan, and describe how the Contractor would carry out the required tasks to achieve the project objectives. The proposal must include a description of the proposed approach and methodology, work plan, and if there are any anticipated challenges. The proposal should clearly identify the project team members, the technical lead, the project manager, and the tasks that will be assigned to each person. Proposals will be evaluated against mandatory requirements as well as point rated requirements in accordance with the criterion listed below.

For each mandatory and technical point rated criterion listed below, the Bidder must submit a resume for each of the proposed resources to support project details as listed below:

- a) Project description
- b) Project time frame expressed in dates & total months (ex: Jan 2022 to Jan 2023, or 12 months)
- c) Objective and outcome of the project
- d) Name and description of client organization
- e) Name and email address of client reference to be included under Sec IV of the bid submission.
- f) Scope and size in dollars
- g) Contribution of the proposed resource to the project

Note that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. 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 referenced projects is seven (7) months. Bidders are encouraged to insert in brackets the exact numbers of months claimed for the cited project whose timeframe overlaps with another project.

Bidders **MUST** write the relevant page number(s) from their proposal that addresses the requirement identified in the mandatory and rated criteria in the column entitled "Proposal Cross-reference Page" of the evaluation grids below.

The Government of Canada reserves the right to request references to validate any information presented by the Bidder. For each client reference requested by Canada, the Bidder must, at a minimum, provide the name, title and e-mail address for a contact person. If there is a conflict between the information provided by the client reference and the bid, the information provided by the client reference will be evaluated instead of the information in the bid. If the named individual is unavailable during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer if required.



## **1 - MANDATORY TECHNICAL CRITERIA**

The Mandatory Criteria listed below will be evaluated on a pass/fail basis. Proposals that fail to meet the mandatory criteria will be deemed non-responsive. Proposers must meet all the mandatory requirements described below. This will be evaluated as either "Met" or "Not met". Proposals receiving "Not met" for any mandatory requirement will not be considered further.

Item	Mandatory Requirement	Met/ Met	Not	Proposal Cross- reference Page(s)
M1	The Bidder must assign a project manager with:	Met		
	a) at least five (5) cumulative years within the last ten (10) years of experience managing projects, including at least three (3) project of a similar scope and budget, and	☐ Not	met	
	b) at least three (3) cumulative years within the last ten (10) years of experience working on projects related to conduct and analyses national surveys of service facilities across Canada, as described in the Statement of Work.			
	The proposed experience must be demonstrated by previous projects.			
M2	The Bidder must assign at least one (1) Technical Lead to work on the required tasks. Technical Lead must have at least two (2) cumulative years within the last seven (7) years of experience working on projects related to conduct and analyses surveys of service facilities in Canada, as described in the Statement of Work	☐ Met ☐ Not	met	
	The proposed experience must be demonstrated by previous projects.			
M3	The Bidder must demonstrate that they have Quality Assurance/ Quality Control procedures for data collection and analysis.	Met	met	
	The proposal must include a description of the Quality Assurance/ Quality Control procedures that will be applied to this work.			
M4	The Bidder must demonstrate that:	☐ Met		
	At least one (1) Project Team member is able to communicate fluently with and review documentation from targeted stakeholders or industry representatives in both official languages (oral and written). The team member(s)'s ability must be clearly explained and substantiated in the proposal, for example: explained in a team member's resume under education or work experiences.	□ Not	met	
M5	The Bidder must demonstrate that he is able to contact for survey purposes a significant number of dental offices, at least 1000 dental cabinets, representing a statistically significant sample of cabinets in each province and territory of Canada.	☐ Met ☐ Not	met	



# 2 - MANDATORY FINANCIAL CRITERIA

Item	Mandatory Requirement	Met/ Not Met	Proposal Cross- reference Page(s)
FM1	The total cost proposed by the bidder must not exceed \$60,000.00, excluding taxes.	Met Not met	

## **3 - POINT RATED CRITERIA (100 POINTS)**

A proposal with a score less than the minimum points required outlined for each section and/or as a whole will be considered **non responsive**, and eliminated from the competition.

The bid must meet or exceed the required overall pass mark of 70%, which corresponds to 70 out of the 100 points available.

1. UNDERSTANDING OF PROJECT REQUIREMENTSMinimum score required:12 pointsMaximum score:20 points		Proposal Cross- reference Page(s)
a. Does the Statement of Understanding indicate a clear and logical understanding of the work?	(Max. 10)	
The proposal does not contain an explanation of the Contractor's understanding of the work. The proposal does not clearly demonstrate that the Contractor understands the requirements well enough to complete the project.	0	
The proposal contains an explanation of the Contractor's understanding of the work but is missing key elements. The proposal does not clearly demonstrate that the Bidder understands the requirements well enough to complete the project.	3	
The proposal is adequately defined but is missing minor elements. The proposal demonstrates an acceptable understanding of the project objectives and needs.	6	
The proposal is very well defined and comprehensive. The proposal demonstrates a strong understanding of the project objectives and needs.	10	
b. Is the Statement of Understanding clear, concise, well written and easy to understand?	(Max. 10)	
The proposal is not concise and contains too much information that is not relevant to this request and/or is hard to understand. The proposal does not clearly demonstrate that the Contractor is able to synthesize the information requested and/or has the ability to develop a written document that is easy to understand.	0	
The proposal contains information that is relevant, but it is not concise and/or it is hard to understand. The proposal does not demonstrate that the Contractor is able to synthesize the information requested and/or has the ability to develop a written document that is easy to understand.	3	
	6	



The proposal is concise, but the information could have been better synthesized and/or provided only essential information. The proposal demonstrates an acceptable ability to develop a well-written document that is easy to understand. The proposal is concise and the information is very well synthesized. The proposal demonstrates a strong ability to develop a well-written document that is easy to understand.	10	
2. METHODOLOGY, WORK PLAN AND SCHEDULE		
Minimum score required: 23 points Maximum score: 40 points		
a. Methodology	(Max. 15)	
The methodology is weak and confusing and is not expected to meet the objectives.	0	
The methodology is clear, but is missing key elements and is not expected to meet the objectives.	5	
The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work.	9	
The methodology is clear, logical, comprehensive and exceeds expectations in meeting project objectives and fulfilling each task under the Statement of Work. Potential challenges are identified where appropriate and accompanied by descriptions of how they will be addressed with realistic and innovative solutions that respect the available budget and timing for this work.	15	
b. Work Plan and Schedule	(Max. 10)	
The work plan and project schedule are incomplete, not well defined and/or poorly constructed and are not expected to meet the objectives and Statement of Work of the project.	0	
The work plan and project schedule identify the approach, timeframe, resource allocation, team members and challenges, but do not explain or address them and/or are missing key elements. The work plan and/or project schedule are not expected to meet the objectives and Statement of Work of the project.	3	
Both the work plan and project schedule are complete and are expected to meet the objectives and Statement of Work of the project. The approach, timeframe, resource allocation, team members and challenges are identified, explained and addressed, but minor elements are missing and/ or unclear.	6	
Both the work plan and project schedule are complete, very clear, logical and are expected to meet the objectives and Statement of Work of the project. The approach, timeframe, resource allocation, team members and challenges are very clearly identified, explained and addressed.	10	



c. Methodological and analytical challenges and contingencies	(Max. 10)
Assessment of methodological and analytical challenges and/or proposed contingencies are weak and/or not considered to be reasonable. A plan has not been considered to mitigate risks posed by data gaps or other challenges.	0
Assessment of methodological and analytical challenges and/or proposed contingencies appears to be reasonable but is missing key elements and would not be sufficient to mitigate risks posed by data gaps and other challenges.	3
Assessment of methodological and analytical challenges and/or proposed contingencies appears to be reasonable but is not well defined. A plan has been considered and will be able to mitigate the main risks posed by data gaps and other challenges.	6
Assessment of methodological and analytical challenges and/or proposed contingencies is comprehensive, reasonable and well defined. A clear plan has been considered to mitigate all risks posed by data gaps or other challenges.	10
d. Proposed Quality Assurance / Quality Control approach and how it has been applied successfully in previous projects	(Max. 5)
The proposed approach to ensure quality assurance and/or quality control throughout the project and/or how it has been applied successfully in previous projects is weak and/or not considered to be reasonable.	0
The proposed approach to ensure quality assurance and quality control throughout the project and how it has been applied successfully in previous projects appears to be reasonable but is not well defined.	3
The proposed approach to ensure quality assurance and quality control throughout the project and how it has been applied successfully in previous projects is comprehensive, reasonable and well defined.	5
3. EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR AND PROJE	CT TEAM
MEMBERS	
Minimum score required: 23 points Maximum score: 40 points	
a. The Bidder's project team has recent experience (in the last five (5) years)	(Max. 15)
and in-depth expertise in designing, executing and analyzing cross- jurisdictional surveys of service facilities in the health services sector.	
The proposal does not demonstrate relevant and recent experience and/or expertise of the proposed resources.	0
The proposal demonstrates some relevant and recent experience and expertise of the proposed resources, including evidence of at least one (1) Technical Lead having experience working on at least one (1) project in the last five (5) years related to the <b>survey and analyses of facilities in the health services sector.</b>	5
The proposal sufficiently demonstrates relevant and recent experience and expertise of the proposed resources, including evidence of at least one (1) Technical	9



Lead having experience working on at least two (2) projects each in the last five (5) years conducting surveys and performing economic and/or environmental analyses of <b>facilities in the health services sector</b> . The proposal strongly demonstrates relevant and recent experience and expertise of the proposed resources, including evidence of at least one (1) Technical Lead having experience on at least three (3) projects each in the last five (5) years conducting surveys and performing economic and/or environmental analyses of <b>facilities in the health services sector</b> .	15	
b. The Bidder's project team has recent experience (in the last five (5) years) and in-depth expertise in: undertaking a survey and developing analyses related to the implementation of best management practices across a sector in each province and territory that could be used by the federal government of Canada.	(Max. 10)	
The proposal does not demonstrate relevant and recent experience and/or expertise of the proposed resources.	0	
The proposal demonstrates some relevant and recent experience as well as expertise of the proposed resources, including evidence of at least one (1) Technical Lead having experience working on at least one (1) project in the last seven (7) years related to the elements identified in the criterion description above.	3	
The proposal sufficiently demonstrates relevant and recent experience and expertise of the proposed resources, including evidence of at least one (1) Technical Leads having experience on at least one (2) projects each in the last seven (7) years related to the elements identified in the criterion description above.	6	
The proposal strongly demonstrates relevant and recent experience and expertise of the proposed resources, including evidence of at least one (1) Technical Lead having experience on at least two (3) projects each in the last seven (7) years related to the elements identified in the criterion description above.	10	
c. The Project Manager has a demonstrated capacity to effectively manage teams of 2 or more people to successfully undertake a significant volume of work under tight deadlines.	(Max. 5)	
Project Manager has not demonstrated a capacity to manage teams of 2 or more people for undertaking a significant volume of work under tight deadlines.	0	
Project Manager has limited experience (1-4 project(s)) managing teams of 2 or more people and/or there is a limited description of this experience.	1	
Project Manager has some experience (5-9 projects) managing teams of 2 or more people and/or there is a basic description of experience that demonstrates this capacity.	3	



The Project Manager has extensive experience (more than 10 projects) managing teams of 2 or more people and there is an extensive description of experience that demonstrates this capacity.	5	
d. The project team's overall mix and balance of knowledge, skills and experience to accomplish specific project-related tasks	(Max. 10)	
Personnel, roles and team structure are not identified and/or hard to understand, and make it unclear how all the project objectives will be met.	0	
Personnel, roles and team structure as identified is weak and insufficient to meet the project objectives	3	
Personnel, roles and team structure as identified provide a clear sense that all the project objectives will be met successfully. The team includes members with different backgrounds that could offer a good variety of knowledge.	6	
Personnel, roles and team structure as identified provide a very clear sense and high degree of confidence that all the project objectives will be met successfully. The team includes members with different background that could offer an excellent variety of knowledge and experience with similar projects. The team includes additional available members that could replace members, if needed.	10	
Total maximum Score: 100 points Minimum passing mark: 70 points		



# **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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.

#### 5.1. **Certifications Required with the Bid**

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website, to be given further consideration in the procurement process.

## 5.1.2 Additional Certifications Required with the Bid

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.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

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

## 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy, the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



# 5.2.3 Additional Certifications Precedent to Contract Award

## 5.2.3.1 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.

# 5.2.3.3 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.

#### 5.3 **Certifications Required with the Bid**

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

Appendix D - List of Suppliers Names Appendix E - Former Public Servant Status



# PART 6 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. (at contract award, delete this sentence and add the title of the requirement)

Title: Surveying dental facility compliance with the pollution prevention planning notice for dental amalgam waste

## 6.1 Security Requirement

**6.1.1** There is no security requirement applicable to the Contract.

## 6.2. Insurance Requirements

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

## 6.3. Statement of Work

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

## 6.4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada.

#### 6.4.1 General Conditions

2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 6.4.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground

4008 (2008-12-12), Personal Information

#### 6.4.3 Non-Disclosure Agreement)

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, attached at Annex C, and provide it to the *Contracting Authority* before they are given access to information by or on behalf of Canada in connection with the Work.



### 6.5. Term of Contract

### 6.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31<sup>st</sup>, 2023 inclusive.

#### 6.7. Authorities

#### 6.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Moufid Samri** Title: Procurement Specialist Environment and Climate Change Canada Procurement and Contracting Division Telephone: 438-815-0818 E-mail address: <u>moufid.samri@ec.gc.ca</u>

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

#### 6.7.2 **Technical Authority** (will be identified in the contract)

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	
Telephone:	
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.

#### 6.7.3 **Project Authority** (will be identified in the contract)

The Project Authority for the Contract is:

Name:	_
Title:	
Organization:	
Address:	
Telephone:	
E-mail address:	



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

## 6.7.4 Contractor's Representative (will be identified in the contract)

Name: Title: (Legal & Op	erating Company Name):
Address:	
Telephone:	<sup>_</sup>
Facsimile:	
E-mail addre	SS:

## 6.8. Proactive Disclosure of Contracts with Former Public Servants

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

#### 6.9 Payment

#### 6.9.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract. the Contractor will be paid a firm price of \$ . 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.

#### 6.9.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ . (a) Customs duties are included and the Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any (b) design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:



- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 6.9.3 Discretionary Audit

- 1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b. The accuracy of the Contractor's time recording system.
  - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## 6.9.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.



## 6.10. Invoicing Instructions

# 6.10.1 Milestone Payment

6.10.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 100 percent of the amount claimed and approved by Canada if:

 (a) 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;
 (b) the total amount for all milestone payments paid by Canada does not exceed 100 percent of

the total amount to be paid under the Contract;

(c) all such documents have been verified by Canada;

(d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## 6.11. Certifications and Additional Information

## 6.11.1 Compliance

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

## 6.12. Applicable Laws

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

## 6.13. **Priority of Documents**

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

(a) the Articles of Agreement;

(b) the supplemental general conditions 4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground ; 4008 (2008-12-12), Personal Information;

(c) the general conditions 2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract;

- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_,

## 6.14. Insurance

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



## 6.15. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading ""https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution" <u>Dispute Resolution</u>".



#### ANNEX "A"

## STATEMENT OF WORK

## SURVEYING DENTAL FACILITY COMPLIANCE WITH THE POLLUTION PREVENTION PLANNING NOTICE FOR DENTAL AMALGAM WASTE

#### 1. Intellectual property

Environment and Climate Change Canada (ECCC) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to 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). Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts.

## 2. 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.

#### 3. Travel

No travel is required for this contract.



### PURPOSE:

The purpose of this work is to conduct a survey of dental facilities across Canada to assess implementation of the Notice regarding pollution prevention planning in respect of mercury releases from dental amalgam waste and to develop a report analyzing the implementation of related Best Management Practices (BMPs) nationally and by province and territory. The results of the survey will also be used in Canada's national reports to the Minamata Convention on Mercury to demonstrate the effectiveness of actions taken to phase down dental amalgam.

## BACKGROUND:

Mercury is identified as a toxic substance under the Canadian Environmental Protection Act (CEPA). In 2001, a Canada-wide Standard (CWS) on Mercury for Dental Amalgam Waste was established, as well as a Memorandum of Understanding between the Canadian Dental Association and Environment and Climate Change Canada in 2000. The objective of this CWS was to encourage best management practices (BMPs) to achieve a 95% national reduction in mercury releases from dental amalgam to the environment by 2005. The BMPs include, but are not limited to, the installation of ISO certified dental amalgam separators and contacting a carrier for recycling or proper disposal.

A survey of dentists estimated that, in 2006, the 95% target was not achieved and that only 70% of dentists had implemented the CWS. As a result, in 2010 Environment Canada published a Notice Requiring the Preparation and Implementation of Pollution Prevention Plans in Respect of Mercury Releases from Dental Amalgam Waste (the P2 Notice) targeting the dentists that had not implemented the BMPs.

Following the implementation of the P2 Notice, the Department hired a consultant firm in 2011 to assess the levels of compliance across Canada in the Notice. One of the main result of this survey (from a sample of 1250 respondents) was that 97% of dental clinics had dental amalgam separators installed.

## **OBJECTIVES:**

The Objectives of the Work are:

- To develop and conduct a survey of a representative sample of dental facilities across Canada regarding:
  - a. Their knowledge of the Best Management Practices (BMP) and the P2 Notice for dental amalgam waste.
  - b. Their use of dental amalgam (i.e. estimated quantity of capsules inserted and removed annually to obtain quantity of mercury use); and
  - c. Their use of ISO certified dental amalgam separators and of a carrier for proper disposal of dental amalgam waste.
- 2. To analyze the results nationally and by province and territory and to summarize in a final report.
- 3. To compare and analyze the current results with the three previous survey results of 2004, 2007 and 2012 and provide relevant observations and recommendations. The studies will be provided to the successful bidder only.



## **STATEMENT OF WORK:**

The Contractor must conduct verbal or written interactions with sector representatives, subject matter experts and targeted survey participants in the preferred official language of the person contacted. Furthermore, all documents used for the interactions (e.g., surveys, letters, etc.) must be translated and made available in both official languages by the Contractor.

The Contractor must keep a record of discussion following any communication with sector representatives, subject matter experts and targeted survey participants contacted. These records must contain the contact information, the subject of discussion, the questions posed or raised during the discussions and any feedback received on the subject. ECCC may use the records of discussion to judge whether the Contractor has invested sufficient effort to achieve the desired response rate and to help determine the margin of error in the case that the desired response rate is not achieved.

The following tasks must be completed as indicated in the deliverables and timelines sections:

## Task 1 – Survey design

Design a survey for dental facilities across Canada for the purpose of identifying:

- The level of knowledge and implementation of the Best Management Practices and the P2 Notice;
- Estimated number of restorations performed using dental amalgam, quantity of dental amalgam used per restoration, and relative frequency of dental amalgam used in restorations (e.g. X% of restorations are completed using amalgam compared with X% alternative materials).;
- Estimated number of removal of dental amalgam fillings from patients per year; and
- The use of an ISO certified dental amalgam separator and a carrier for proper disposal of dental amalgam waste.
- How frequently the dental waste is picked up from the facility by a licensed carrier for final disposal
- Names and contact information for licensed carriers

#### The survey should cover the year 2021.

#### Task 2 – Survey execution

Develop the outreach process and receive a minimum of 600 responses from dental clinics, including a representative sample of responses from clinics across Canada in each province and territory.

#### Task 3 – Report

Summarize and synthesize the collected information. Specifically, the final report shall include, but is not limited to, the following information:

- Estimates of the number of dental facilities in Canada, with a breakdown nationally and by province and territory;
- Rates of implementation of Best Management Practices and awareness of the P2 Notice.
- The quantity and types of dental amalgam used and frequency of amalgam use in new restorations and repairs.
- Estimates of the national, provincial and territorial rates of dental facilities using ISO certified dental amalgam separators and employing carriers to properly dispose of the waste.



- Observations on barriers inhibiting the implementation of Best Management Practices and associated recommendations.
- The frequency of pickup from the dental facility of the amalgam waste carriers (i.e. is there a regular schedule for pickup or is it upon request when the separator is full?).
- A list of licenced carriers and their primary contact information

# DELIVERABLES AND SCHEDULE

Regular updates or feedback (at least once every three (3) weeks) must be maintained between the Contractor and the Departmental Representative. In addition to the final report, the Contractor will provide the Departmental Representative, upon request, with electronic copies (Microsoft Office) of all notes, text, graphics, surveys, raw data, spreadsheets and records of discussion used for the delivery of this Contract. This material must be stored in a secure manner and destroyed by the Contractor after 3 years.

The Contractor must provide the following deliverables:

## 1 – Project Initiation

A meeting will be set up within five (5) working days of the Contract signing between the Contractor and the Departmental Representative via videoconference. During the meeting, the Departmental Representative and the Contractor will discuss and clarify any matter related to the contract, including the Contractor's work schedule. The Contractor will also be provided with any relevant background materials.

## 2 – Methodology and Work Plan

The detailed methodology and work plan must be due within three (3) weeks of Contract signing. The Contractor will develop a holistic methodology and work plan describing in detail how they intend to accomplish Task 1, 2 and 3 of this Contract as well as any additional details discussed during the initial meeting. These documents must be provided electronically in Microsoft Word and Excel. The Departmental Representative will review these documents and provide feedback to the Contractor within two (2) weeks after receiving the documents. The Contractor must provide feedback on comments received within one (1) week thereafter. The Departmental Representative will acknowledge acceptance of this deliverable via email.

#### 3 – Task 1 Design of the survey

The Contractor must develop and provide a written document that contains the information required from Task 1 within six (6) weeks of Contract signing, respectively. This deliverable must consider and address comments received during regular progress updates of the project and comments provided on the methodology and work plan. The document must be provided electronically in Microsoft Word and Adobe Acrobat (PDF). ECCC will review and provide comments to the Contractor within two (2) weeks after receiving these documents. The Contractor must provide feedback on comments received within one (1) week thereafter. The Departmental Representative will have to approve the final version of the survey via email, before the contractor could start doing the survey.

## 4 – Task 2 Survey

The Contractor must begin surveying a representative number of dental clinics within eighteen (18) weeks of Contract signing, respectively. Written updates should be provided during the process of the survey.



# 5 – Task 3 Report

The Contractor must develop and provide a written document that contains the information required from Task 3 within nineteen (19) weeks of Contract signing, respectively. This document must be provided electronically in Microsoft Word and Adobe Acrobat (PDF). A draft report should be submitted first and ECCC will review and provide comments to the Contractor within tow (2) weeks after receiving these documents. The Contractor must provide feedback on comments received within one (1) week thereafter. The Departmental Representative will acknowledge acceptance of these deliverables via email.

Finally, a final Report that includes the final version of the draft report and incorporates all comments submitted by the Departmental Representative at all stages of the contract must be produced. This document must be provided electronically in Microsoft Word and Adobe Acrobat (PDF) and should not have the logo and name of the Contractor on each page (i.e. not in the footnote). The final report must also include an executive summary. The final report must be provided within twenty-three (23) weeks of Contract signing.

ltem	Deliverable	Due Date
1	Project Initiation	Within 5 working days of the Contract Award Date (CAD)
2	Detailed Methodology and Work Plan	3 weeks after the CAD
3	Design of the survey	6 weeks after the CAD
4	Survey and Draft Report	18 weeks after the CAD
5	Final Report	23 weeks after the CAD

#### The schedule of deliverables is as follows:

# ACCEPTANCE OF THE DELIVERABLES

All deliverables, documents and reports 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.



### ANNEX "B"

## **BASIS OF PAYMENT**

The Contractor will be paid its costs reasonably and properly incurred in performing the Work, in accordance with the Basis of Payment at Annex B, up to a limitation of expenditure of \$ Customs duties are included and Applicable Taxes are extra.

The period of the contract will be from date of contract award until March 24, 2023. Payments will be made according to the following schedule:

Deliverables / Tasks	Timeline	Payment
Final Survey Acceptance of task 1	No later than 6 weeks after the contract award date	(20% of the total professional fees)
Final draft report Acceptance of task 2	No later than 18 weeks after the contract award date	(30% of the total professional fees)
Final report Acceptance of task 3	No later than 23 weeks after the contract award date	(50% of the total professional fees)

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless such design changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to execution. be included in the work.



## ANNEX "C"

## NON-DISCLOSURE CERTIFICATION

\_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of Ι, \_ Environment and Climate Change Canada I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need-to-know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date



## ANNEX "D"

## LIST OF SUPPLIER NAMES

Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and <u>Ineligibility and Suspension</u> <u>Policy</u> as well as the <u>Code of Conduct for Procurement</u>. / Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la <u>Politique d'inadmissibilité et de</u> *suspension* ainsi que le <u>Code de conduite pour l'approvisionnement</u>.

In accordance with the PWGSC (now PSPC) <u>Ineligibility and Suspension Policy</u>, the following information is to be provided when bidding or contracting.<sup>1</sup> / Selon la <u>Politique d'inadmissibilité et de suspension</u> de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>1</sup>

\* Informations obligatoires / Mandatory Information

* Complete Legal Name of Company /Dénomination complète de l'entreprise	
* Operating Name /Nom commercial	
* Company's address / Adresse de l'entreprise	* Type of Ownership / Type d'entreprise
	🗌 Individual / Individuel
	Corporation / Corporation
	Joint-Venture / Coentreprise /

<sup>&</sup>lt;sup>1</sup>List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

• suppliers that are a partnership do not need to provide a list of names.

<sup>1</sup> Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

<sup>•</sup> suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;

<sup>•</sup> suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or



<ul> <li>* Board of Directors<sup>2</sup>/ Membres du conseil d'administration<sup>2</sup></li> <li>(Or provide the list as an attachement / Ou mettre la liste en pièce-jointe)</li> </ul>		
First name /	Last Name /	Position (if applicable)/ Position (si
Prénom	Nom	applicable)

<sup>&</sup>lt;sup>2</sup>Board of Governors /Conseil des gouverneurs; Board of Managers /Conseil de direction; Board of Regents /Conseil de régents; Board of Trustees / Conseil de fiducie ; Board of Visitors /Comité de réception



# ANNEX "E"

# FORMER PUBLIC SERVANT STATUS

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

## Definitions

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

- e. an individual:
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** () If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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



# **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

Name : -----

Signature/Date : -----