



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Transport Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

THIS DOCUMENT CONTAINS NO SECURITY REQUIREMENT

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Par courriel au :
epost Connect

Attention: - Attention :
Natasha Blackstein

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
January 10, 2023

Time Zone - Fuseau Horaire :
Eastern Standard Time - EST

Title - Sujet Sustainable Practices in Explosives Packaging – State of Industry	
Solicitation No. N° de l'invitation T8080-220264	Date of Solicitation Date de l'invitation 30 November, 2022
Address enquiries to: - Adresser toute demande de renseignements à : Natasha Blackstein	
Telephone No. - N° de telephone 343-550-2321	E-Mail Address - Courriel Natasha.blackstein@tc.gc.ca
Destination See herein - Voir aux présentes	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required OR requested Livraison exigée OR demandée See herein - Voir aux présentes OR [Insert date] - [Insérer la date]	Delivery offered Livraison proposée Not applicable - Sans objet
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 DEBRIEFINGS5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF BIDS.....6

2.3 FORMER PUBLIC SERVANT.....6

2.4 ENQUIRIES - BID SOLICITATION.....7

2.5 APPLICABLE LAWS.....9

2.7 BIDDERS' CONFERENCE9

2.8 BID CHALLENGE AND RECOURSE MECHANISMS.....9

PART 3 - BID PREPARATION INSTRUCTIONS 11

3.1 BID PREPARATION INSTRUCTIONS11

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 12

4.1 EVALUATION PROCEDURES.....12

4.2 BASIS OF SELECTION.....14

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 16

5.1 CERTIFICATIONS REQUIRED WITH THE BID16

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION16

PART 6 - RESULTING CONTRACT CLAUSES 18

6.1 STATEMENT OF WORK18

6.2 STANDARD CLAUSES AND CONDITIONS.....18

6.3 SECURITY REQUIREMENTS18

6.4 TERM OF CONTRACT18

6.5 AUTHORITIES18

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS19

6.7 PAYMENT19

6.8 INVOICING INSTRUCTIONS20

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....20

6.10 APPLICABLE LAWS.....20

6.11 PRIORITY OF DOCUMENTS20

6.12 INSURANCE21

6.13 LIMITATION OF LIABILITY21

6.14 DISPUTE RESOLUTION.....21



ANNEX "A" 22
STATEMENT OF WORK22

ANNEX "B"
BASIS OF PAYMENT.....

ANNEX "C"
ELECTRONIC PAYMENT INSTRUMENTS.....



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

As part of Transport Canada's (TC) objective to have a safe and sustainable transportation system, the Scientific Research team in the Transportation of Dangerous Goods Directorate (TDG) is undertaking a project to gather information that can help to identify more sustainable practices for explosives packaging, with particular focus on single use fibreboard boxes and single use plastic bags used in the transportation of industrial explosives (i.e. Type I and E). This information will help TC assess any potential barriers to environmental sustainability in the current TDG and Natural Resources Canada (NRCan) regulatory requirements for explosives packaging.

TDG's general understanding of existing practices is that these packagings are disposed of in a burn pit. In consultation with producers, there have been several initiatives to divert explosive packagings from burn pits however there have been many obstacles and no generally accepted practices.

The objective of this project is to develop or identify more sustainable practices for explosives packaging, particularly fibreboard boxes while maintaining an adequate level of safety. With the TC objective of having a sustainable transportation system as well as the overall priority to reduce greenhouse gas emissions, there is interest in determining if there are more sustainable methods for use, reuse, and disposal (including recycling) of these means of containment (MOCs).

In addition, there is little information regarding the disposal requirements, quantities of MOCs (i.e. containers, packaging), and current practices by users.

The main objectives for the first phase of this work are for TC are to:

- Gain a better understanding of the regulatory requirements related to disposal and reuse of explosives packaging and any potential barriers to reuse or recycling
- Gain a better understanding of industry restrictions and best practices
- Determine the quantity and type of MOCs being used for explosives packaging in Canada
- Determine current disposal practices by users
- Of particular interest to TC are the industrial explosives Type I and E.



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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to Transport Canada via Canada Post Corporation (CPC) Connect by the date and time indicated in the bid solicitation at natasha.blackstein@tc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.2.1 CPC Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by Transport Canada is: natasha.blackstein@tc.gc.ca , or, if applicable, the email address identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to natasha.blackstein@tc.gc.ca , using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to natasha.blackstein@tc.gc.ca requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified email in the bid solicitation, an officer of Transport Canada will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.



- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. Transport Canada will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or Transport Canada. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for Transport Canada when initiating a conversation in epost Connect or communicating with Transport Canada and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.3 Former Public Servant

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

Definitions

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

- a. an individual;



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

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

"pension" means a pension or annual allowance paid under the [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:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 Ottawa.

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 Bidders' Conference

A mandatory bidders conference will be held via Microsoft Teams on Tuesday, December 13, 2022 at 1pm-2pm EST. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than December 7, 2022 at 2pm.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid

2.7 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 quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section Part 2 – Bidder Instructions 2.3 epost Connect. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

It is recommended that all electronic documents be submitted using PDF file format.

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

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 and describe their approach 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

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. Please note where in the bid each criterion is addressed.

For all project/work descriptions used to demonstrate experience, the Bidder must provide project summaries containing the following information:

- Name of the client(s) / employer(s); (Note: if this cannot be provided due to confidentiality, replace with “confidential”).
- The start and end dates of the project;
- Objective of the project; and,
- Details about the work performed by the proposed resource including number of working months, tasks, technologies used, and deliverables;

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference to Proposal
M1	<p>The Bidder <u>must</u> submit with their proposal a preliminary Work Plan in accordance the Statement of Work including:</p> <ul style="list-style-type: none"> • Description of approach • Proposed process and outcomes • Methodology • Proposed timelines • Report outline (i.e. proposed table of contents) 		
M2	<p>The Bidder <u>must</u> demonstrate using project summaries that the proposed team includes at least one team member with a minimum ten years of experience (within the period from January 2005 to date of Bid Closing) in the following:</p> <ul style="list-style-type: none"> • Experience in conducting surveys; • Experience interpreting waste management regulations in Canada (municipal, provincial, or federal); <p>More than one team member may be proposed with expertise in distinct experience items as long as there is at least one team member with five or more years of experience for each experience item.</p> <p>The Bidder must state which experience item is being exemplified by each project summary.</p>		



4.1.1.2 Point Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified below.

Each point rated technical criterion should be addressed separately. Please note where in the bid each criterion is addressed. However, the Bidder may use the same references provided in the Mandatory Technical Criteria.

Point Rated Technical Criteria		Maximum Points	Reference in Proposal
Experience and Expertise of the Proposed Resources			
R1	<p>The Work Plan submitted in M1 as part of the Bidder's proposal will be evaluated based on the following:</p> <ol style="list-style-type: none"> 1. Description of approach 2. Proposed process and outcomes 3. Methodology 4. Proposed timelines 5. Report outline (i.e. proposed table of contents) <p>Point allocation: Up to 10 points will be allotted for each bullet point above as follows:</p> <ul style="list-style-type: none"> • 3 points – Description of approach, proposed process and outcomes, and methodology are provided with minimal details. The proposed timelines do not align with the scope of work. The table of contents does not include subheadings and section titles are vague. • 7 points – Key information of description of approach, proposed process and outcomes, and methodology are provided with some minor details missing. The proposed timelines align with the scope of work with minor discrepancies. The table of contents includes subheadings. • 10 points – Detailed information of description of approach, proposed process and outcomes, and methodology are provided. The proposed timelines align with the scope of work. The table of contents includes subheadings and section titles are written in plain language and descriptive. 	50 points	
R2	<p>The Bidder should demonstrate using project summaries (maximum four) that they have experience (within the period from January 2010) in planning and conducting surveys.</p> <p>Point allocation:</p> <p>For each project summary that involves planning and conducting surveys, 5 points will be awarded. 0 points awarded if not addressed.</p>	20 Points	





R3	<p>The Bidder should demonstrate using project summaries (maximum four) that they have experience (within the period from January 2010) interpreting waste management regulations in Canada (municipal, provincial, or federal).</p> <p>Point allocation:</p> <p>For each project summary that involves experience interpreting waste management regulations in Canada (municipal, provincial or federal), 5 points will be awarded. 0 points awarded if not addressed.</p>	20 Points	
R4	<p>The Bidder should demonstrate using project summaries (maximum two) that they have experience (within the period from January 2010) experience in disposal of explosives packaging.</p> <p>Point allocation:</p> <p>For each project summary that experience in disposal of explosives packaging, 5 points will be awarded. 0 points awarded if not addressed.</p>	10 Points	
Point Rated Technical Score = /100			

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;

The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be 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 70/30 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 (70%) and Price (30%)

		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	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.14$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.16	73.14	77.70
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications 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 Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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 specified 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

5.2.3.2 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 CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

6.2.1 General Conditions

[2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

[4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2023 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Organization: Transport Canada
Address: 330 Sparks Street
Ottawa, Ontario
K1A 0N5
Telephone: 343-550-2321
E-mail address: natasha.blackstein@tc.gc.ca

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

6.5.2 Project Authority



The Project Authority for the Contract is: *[to be provided upon contract award]*

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

Telephone: ____-____-____
Facsimile: ____-____-____
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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Telephone: ____-____-____
E-mail address: _____

6.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost 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.

6.7.2 Method of Payment (Milestone)

For the Work described in the Statement of Work in Annex A, Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and Appendix B-Basis of Payment.



6.7.3 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. A copy of the release document and any other documents as specified in the Contract;
 - b. A copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the address shown on page 1 of the Contract for certification and payment;
 - b. By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Project Authority in its covering e-mail.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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) the supplemental general conditions [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services _____;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

6.12 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.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) 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.
- (c) 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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A"

STATEMENT OF WORK

Title

Sustainable Practices in Explosives Packaging – State of Industry

Introduction

As part of Transport Canada's (TC) objective to have a safe and sustainable transportation system, the Scientific Research team in the Transportation of Dangerous Goods Directorate (TDG) is undertaking a project to gather information that can help to identify more sustainable practices for explosives packaging, with particular focus on single use fibreboard boxes and single use plastic bags used in the transportation of industrial explosives (i.e. Type I and E). This information will help TC assess any potential barriers to environmental sustainability in the current TDG and Natural Resources Canada (NRCan) regulatory requirements for explosives packaging.

Background

TDG's general understanding of existing practices is that these packagings are disposed of in a burn pit. In consultation with producers, there have been several initiatives to divert explosive packagings from burn pits however there have been many obstacles and no generally accepted practices.

The regulatory oversight of the transportation of explosives are governed by TDG and NRCan:

- Section 5.8 of the TDG Regulations requires that means of containment used to transport Class 1 dangerous goods, explosives, must be in accordance with Canadian General Standards Board (CGSB) standard 43.151.
- CGSB-43.151 addresses requirements for the packaging, handling, offering for transport, and transport of explosives (<http://publications.gc.ca/site/eng/9.875871/publication.html>).
- 4.3.1 of CGSB-43.151-2019 states that packagings, other than intermediate bulk containers (IBCs), highway tanks, and portable tanks, used to transport explosives must not be re-used unless authorized for re-use by the Explosives Regulations, 2013.
- Subsection 224(1) of the Explosives Regulations requires that any packaging or container that has been used for industrial explosives must not re-used, unless it is in good condition, contains no explosive residue, is re-used for the same type of explosive previously contained, and bears information that remains accurate.
- Subsections 224(2) and (3) of the Explosives Regulations also state that a packaging or container used to transport explosives must be destroyed so that it cannot be re-used, if it was used for a nitroglycerine-based explosive or any other explosive manufactured from a liquid explosive, or if it is not in good condition when it is emptied.

Objective

The objective of this project is to develop or identify more sustainable practices for explosives packaging, particularly fibreboard boxes while maintaining an adequate level of safety. With the TC objective of having a sustainable transportation system as well as the overall priority to reduce greenhouse gas emissions, there is interest in determining if there are more sustainable methods for use, reuse, and disposal (including recycling) of these means of containment (MOCs).

In addition, there is little information regarding the disposal requirements, quantities of MOCs (i.e. containers, packaging), and current practices by users.

The main objectives for the first phase of this work are for TC are to:

- Gain a better understanding of the regulatory requirements related to disposal and reuse of explosives packaging and any potential barriers to reuse or recycling
- Gain a better understanding of industry restrictions and best practices
- Determine the quantity and type of MOCs being used for explosives packaging in Canada
- Determine current disposal practices by users
- Of particular interest to TC are the industrial explosives Type I and E.



Methodology

To satisfy our objective, there are 2 tasks to gather the information required for this project:

TASK 1 – Surveys

The first task involves conducting a survey of explosives users, producers, and waste disposal facilities for various regions in Canada to gather information on:

- scale of the issue,
- current state of practice with respect to management of used explosives packaging, and
- barriers or concerns regarding more sustainable management of these packagings.
- This task also includes analysis and summary of the data collected.

Note that the survey must be made available in French and English.

1) Producers

- a) How many MOCs shipped (per year) and which means of containment (cardboard box, cardboard box with inner bag, IBC, fabric tote, other)

2) Users

- a) Size and type of means of containment (IBC, cardboard box, cardboard box with inner bag, other)
- b) What method(s) is(are) used to determine treatment of MOC after use? (including reuse, recycle, disposal, burning)
- c) What is done with the MOCs after use for each type and in what quantities for each disposal/recycling method?
- d) What barriers exist to more sustainable treatment of used MOCs?

3) Disposal Facilities (including recycling facilities)

- a) What limits are required in order to accept explosives boxes/bags? (i.e., acceptance criteria, explosives residue limits)
- b) What concerns are there related to accepting explosive packaging?
- c) Have there been issues with packagings that have been accepted previously?

Producers should include but not limited to:

- Canadian Explosives Association (CEAEC) members
- Other explosive producers that import or manufacture industrial explosives (i.e. Type I and E) into Canada

Users should include but not limited to:

- Mines, pits, and quarries
- Oil & gas producers
- Construction that uses explosives for blasting
- Industry associations (e.g., Petroleum Services Association of Canada (PSAC), Mining Association of Canada (MAC), provincial mining associations, etc.)

Disposal should include but not limited to:

- Landfills (locations in all provinces and territories and various municipalities)
- Recycling facilities (locations in all provinces and territories and various municipalities)

Task 1 will also include conducting analysis of the survey results to identify and summarize data trends and findings. This analysis and summary should clearly demonstrate the findings for each of the



questions identified in Task 1. Summaries should identify clear differences and in particular, as they relate to regional variations, practices by industry type.

TASK 2 - Regulatory Scan and Best Practices

Task 2 involves conducting a review and summarizing the requirements as they apply to explosives packaging transported, used and disposed of in Canada. This should include both regulatory requirements, industry best practices and restrictions. The review should also assess and describe any potential barriers to sustainable management (reuse, recycling, etc.) of used explosives packaging

- 1) Review of Canadian federal, provincial, territorial and US (federal and state) requirements for transport, use, disposal/recycling of MOCs used to ship explosives, to help identify any:
 - a) Restrictions on transport
 - b) Restrictions on reuse or recycling
 - c) Restrictions on burning or landfill disposal
- 2) Industry restrictions / best practices

Requirements

Tasks and Activities

Upon award of the contract, an initial **kick-off meeting** (via teleconference/ videoconference) will be held with staff from TC to clarify the mandate and ensure a common understanding regarding the information to be gathered and the appropriate level of detail, given the objectives and requirements of the project.

Participate in teleconference/videoconference **calls every 4 weeks** to provide progress updates along with a monthly status update based on TC's reporting template. The contractor will provide meeting minutes for the update meetings.

Develop a **detailed work plan based** on the preliminary work plan submitted as part of the bid submission that includes project objectives and methodology, a description of the approach along with the proposed process and outcomes, the allocation of roles and responsibilities and any logistical preparation deemed necessary. The work plan will include a detailed methodology that will ensure project objectives are met and clearly identifies expected timelines. This is to be submitted to the Project Authority for review, feedback and approval within five (5) business days of the kick-off meeting.

Submit a **draft report** and, upon revisions recommended or comments by TC, a **final written report** that will summarize the work performed. Once the final report has been received, a **presentation** of the key findings of the study are to be presented to TC.

Deliverables and Milestones

1. Kick-off Meeting to discuss scope, objectives of project with the Project Authority and other stakeholders to discuss the objectives and requirements of the mandate and the Contractor's provisional approach & methodology.
2. Detailed work plan that includes objectives, description of the approach, proposed process and outcomes, roles and responsibilities, and any logistical preparation. The work plan will include a detailed methodology that will ensure objectives are aligned and allows for a thorough review of expected timelines as well as a report outline (i.e. proposed Table of Contents)
3. Draft survey results and proposed contacts for Task 1 survey.
4. Draft list of regulations and industry best practices to be reviewed in Task 2.
5. Monthly progress report as per template provided by TC showing progress on the project.
6. Draft Written Report will summarize the findings of the Task 1 Survey and Task 2 Regulatory Scan and Best Practices completed by the Contractor, provided in Word format.



7. Final Written Report. The final written report will include the same content as the draft report and incorporate and address Transport Canada's feedback on the draft report, provided in Word and pdf formats.
8. Presentation. The Contractor will attend a virtual meeting to present their work. This presentation is to be an overview of the work completed, including the final outcomes and any potential recommendations as presented in the final report. The Contractor will also provide Transport Canada with an electronic copy of the presentation in PowerPoint format.

Reporting Requirements

All reports must be delivered in electronic format using the most appropriate format listed below:

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- PDF

Change Management Procedures

Should the contractor request a change to the scope or work plan, the contractor will inform TC with a written email request outlining the reason for the requested change, along with a draft of the proposed amendment for review and approval by TC.

Other Terms and Conditions

Transport Canada's Obligations

TC will:

- provide comments on draft survey plan, questions and contacts within 10 working days
- provide comments on list of proposed regulations and best practices within 10 working days
- provide comments on the draft report within 10 working days
- provide response to emailed questions within 3 working days
- schedule and host monthly update meetings with the contractor

Contractor's Obligations

The Contractor is responsible for ensuring the work is adequately planned, organized, and carried out by experienced and competent personnel; when required, arranging meetings necessary for the conduct of the work; and providing their own administrative and logistical support.

Discuss and clarify the key activities with the Project Authority (PA), content of deliverables, and project risks and mitigation measures.

Provide status briefings, including reporting issues, problems, and warnings to the client via progress reports and when required by the PA.

Provide meeting minutes and progress update (as per TC template) for monthly update meetings.

Any issues related to issues/risks to project delivery timelines and success, will be raised immediately to the PA.

Ensure information from all stakeholders is properly protected in terms of data processing and sensitive information.



Location of Work, Work site and Delivery Point

The Contractor will complete the required work from their own work location. Unless specified otherwise, meetings will be held via teleconference or videoconference.

Language of Work

The principal language of communication will be English.

Progress reports, working papers, the draft and final report, presentation, and all other material must be provided in English.

Transport Canada will be responsible for translation of the report and other materials into French if and as required.

Travel and Living

There is no travel for this requirement.

Schedule and Estimated Level of Effort (Work Breakdown Structure)

Deliverable Timelines

Due dates listed below are tentative and will be agreed upon at the kick-off meeting. TC reserves 10 working days to review and provide comments on both the draft and final report. These comments must be addressed before the report is finalized.

Deliverable No.	Deliverable	Timeline
1	Kick-off Meeting	Within 5 business days after contract is awarded;
2	Work Plan	Within 5 business days after kickoff meeting;
3	Task 1 – Draft survey, plan, questions and contacts	As per proposal
4	Task 2 – Draft list of regulations and best practices to be reviewed	As per proposal
5	Monthly meetings and progress updates	Monthly
6	Draft Written Report	Within 6 calendar months after contract is awarded;
7	Final Written Report	Within 10 business days after draft report comments have been received from TC;
8	Presentation to Transport Canada	Within 10 business days after completion of the final written report.



ANNEXE « B »

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the terms and conditions of this Contract, the Contractor will be paid an all- inclusive firm price.

All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included. Applicable taxes excluded.

Milestone No.	Deliverable No.	Description or "Deliverable"	Firm Amount
1	2	TC acceptance of Work Plan	\$ _____ (10% of price)
2	3	TC acceptance of survey questions and contacts	\$ _____ (20% of price)
3	4	TC acceptance of regulations and best practices to be reviewed	\$ _____ (20% of price)
4	6	TC receipt of draft report	\$ _____ (35% of price)
5	7,8	TC acceptance of final report and presentation to TC	\$ _____ (15% of price)
Total Cost (Sum of Milestone 1-5 (no taxes))		\$ _____	
Applicable Taxes (insert the amount, as applicable)		\$ _____	
Total Cost (taxes included)		\$ _____	



ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)