

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 :

By e-mail to:

Natasha.blackstein@tc.gc.ca

Title - Sujet Grammage and ECT (Edge Crush Test) in the performance assessment of fibreboard boxes	
Solicitation No. N° de l'invitation T8080-220205-1	Date of Solicitation Date de l'invitation November 30, 2022
Address enquiries to: - Adresser toute demande de renseignements à : Natasha Blackstein Telephone No. - N° de telephone E-Mail Address - Courriel 343-550-2321 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

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
January 9, 2023

Time Zone - Fuseau Horaire :
Eastern Standard Time - EST

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PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number T8080-220205 dated September 20, 2022 with a closing of November 9, 2022 at 2 pm.

1.1 Statement of Work

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

1.2 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 Natasha Blackstein by the date, time and place indicated in the bid solicitation at natasha.blackstein@tc.gc.ca

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 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 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 05 of the 2003 standard instructions..

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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 in PDF 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

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

Section IV: 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 technical, 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 which 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.

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference to Proposal
M1	The Bidder must submit a Preliminary Work Plan in accordance with Annex A-Statement of Work. The work plan must include: <ul style="list-style-type: none"> The proposed approach and methodology for completing the work. Details of the work can be found in Section 5, Annex A A Quality Assurance and Quality Control plan A timetable (e.g Gantt chart) showing activities and milestones in compliance with Project Schedule section in SOW 		
M2	The Bidder must propose a project team for carrying out the testing, complete with resume for the technical lead demonstrating at least three (3) years of experience conducting/supervising testing as described in M3.		
M3	The Bidder must provide details on how and where it will assemble all the necessary equipment/analytical tools to carry out the following prescribed testing, as detailed in Annex B: ECT testing (TAPPI test method, T-811 or T-839). Grammage testing (TAPPI test method, T410). Drop test (section 7.4 of TP 14850). Compression resistance (stacking) test (section 7.5 of TP14850).		
M4	The Bidder must provide as part of its bid, an outline/example of a testing report relevant to this project.		
M5	The Bidder must demonstrate that the laboratory has been accredited by ISO/IEC 17025:2005 for all necessary testing by providing associated certifications		

4.1.1.2 Point Rated Technical Criteria

Bids which 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 available	Cross Reference in Proposal
Experience and Expertise of the Proposed Resources			
R1	<p>The Bidder's Work Plan submitted in M1 addresses the following;</p> <ol style="list-style-type: none"> a. The Approach/Methodology proposed for completing the work. b. Anticipated risks of the project, including those that may lead to incomplete or delayed deliverables as per the original schedule. c. Contingency plan to minimize the risks of the project. d. An outline of the final written report with proposed section headings. <p>Point allocation: 10 points will be allotted for each criterion addressed For each sub-criterion not addressed, 0 points will be awarded.</p>	40 Points	
R2	<p>The Bidder should demonstrate using project summaries (minimum 2) that the proposed resources as a team, has experience in the following.</p> <ul style="list-style-type: none"> • conducting ECT testing on fibreboard box in accordance with the TAPPI test method, T-811 or T-839 • conducting grammage value testing on fibreboard box through the TAPPI test method, T410 • conducting drop test on combination packaging with plastic inner receptacles in accordance with section 7.4 of the TP 14850 standard • conducting compressions resistance (stacking) test on combination packaging with plastic inner receptacles in accordance with section 7.5 of the TP 14850 standard 	40 Points	

	<p>Project summaries based on other jurisdictions (ie. US DOT requirements) should state how they demonstrate experience with the four (4) types of tests specified above (i.e. ECT, grammage, drop, and compression tests).</p> <p>Point allocation: 10 points will be allotted for each criterion addressed. For each criterion not addressed, 0 points will be awarded.</p>		
Point Rated Technical Score = /80			

4.1.3 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

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;
2. Bids not meeting (choose "(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 30%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
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 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.

5.1.2 Additional Certifications Required with the Bid

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](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.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 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.

6.3.1 General Conditions

[2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 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.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Natasha Blackstein
Title: Procurement Specialist
Transport Canada
Address: 275 Sparks Street
Ottawa, ON 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: _____
Telephone: ____ ____ _____
Facsimile: ____ ____ _____
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 [2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ .

6.12 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

1. TITLE

Grammage and ECT (Edge Crush Test) in the performance assessment of fibreboard boxes

2. BACKGROUND

Through new techniques and advancements, fibreboard manufacturers can now produce fibreboard with less material while maintaining its strength, measured through ECT. Transport Canada is interested in undertaking research to determine whether ECT value alone can be a sufficient specification in determining the performance capability of a single or doublewall corrugated fibreboard box or whether the grammage (i.e. basis weight) value is a necessary component in demonstrating fibreboard box performance in accordance with UN performance testing.

Two specifications of fibreboard examined in this project are ECT and grammage values. Grammage is the mass of a unit area of fibreboard expressed in grams per square meter, also known as basis weight. Edge crush test measures the force applied in pounds per linear inch of load-bearing edge, typically reported as an ECT rating and measures the edgewise compressive strength of fibreboard.

The safety standard applicable to fibreboard boxes for transport of dangerous goods currently in force is the TP 14850¹-2010 edition which has been in force since 2014. This Standard permits a +/- 5% variation in the grammage value of each layer of fibreboard. However, in the proposed new edition of the small container safety standard, the 5% variation was removed as it could rarely, if ever, be met by stakeholders.

TP 14850

"8.1.2.7 Material substitution of code 4G fibreboard box – For code 4G fiberboard boxes, the outer packaging

material may be substituted by an equivalent material having a different grammage if:

- a. for each corresponding layer, the difference between the grammage of the new material and the grammage of the successfully tested material is within +/- 5%; and*
- b. the construction of the fibreboard remains the same (layer combination, ECT value, flute and orientation of corrugations)."*

In order to continuously meet the requirements of the standard, stakeholders (i.e. shippers who assemble combination packaging consisting of an inner package and outer fibreboard box) are required to demonstrate that all fibreboard specifications (ECT, flute, and grammage) are consistent with the specifications on file with Transport Canada when the packaging design was registered or are within the permitted variations within the Standard. The fibreboard industry in Canada markets fibreboard boxes by its ECT value. Because of the emphasis on ECT value, it is difficult for stakeholders to obtain the grammage information, and further, as the grammage values often differ from the original information or do not fall within permitted variation, stakeholders are required to retest the entire packaging design or demonstrate how the packaging can still meet same performance.

3. PROJECT OBJECTIVE

The purpose of this study is to obtain a greater understanding of the performance of corrugated fibreboard boxes with varying grammage configurations but equivalent Edge Crush Test (ECT) values and determine if grammage requirements can be replaced by ECT values. This will be achieved by performing UN standardized performance testing on combination packagings, a packaging comprised of one or more inner packaging within an outer packaging. For this project, each combination packaging will be composed of a fibreboard box (outer packaging) and four (4) HDPE rounded-off square bottles (inner

¹ TP 14850: Small Containers for Transport of Dangerous Goods, Classes 3, 4, 5, 6.1, 8, and 9, a Transport Canada Standard

packagings). Fibreboard boxes tested will have equivalent ECT values and varying grammages. This study will aim to answer (2) main questions:

- a) Is grammage a necessary specification to ensure strength quality of fibreboard boxes and the performance of UN standardized combination packaging?
- b) Is ECT a sufficient specification to evaluate the strength and robustness of a fibreboard box and the performance of UN standardized combination packaging?

4. SCOPE

The selected bidder, hereinafter referred to as the “Contractor” is required to carry out the study as outlined below.

4.1 Procurement of Combination Packaging

4.1.1 As part of this study, the Contractor must ensure the fibreboard box and inner packaging procured in the combination packaging satisfies the requirements outlined in sections 4.1.2 and 4.1.3. The following information for each fibreboard box and the inner packaging obtained must be known prior to testing:

- a) name of the manufacturer
- b) geographic location of where the box was manufactured
- c) ECT value of box
- d) the grammage value of box
- e) Size of box

All tests must be completed with new, undamaged packaging. Kits² or individual components³ can be sourced. Please note that combination packaging procured from the same manufacture must be identical with no variation. This includes using the same bottles, caps, and tape to close box.

4.1.2 Prior to testing, the fibreboard boxes and inner packaging must be visually inspected to ensure there are no significant defects or damage that would impact the boxes ability to withstand the performance tests

4.1.3 Specification and test plan for the selection of combination packaging: The Contractor will be required to obtain a total of 120 new combination packagings from different suppliers. Three (3) different suppliers are required for the same ECT value, the same supplier can be used for different ECT values. Note that Transport Canada will not be providing list of suppliers.

The list and Figure 1 below shows a breakdown of the detailed requirements for each box with the number of combination packagings in brackets:

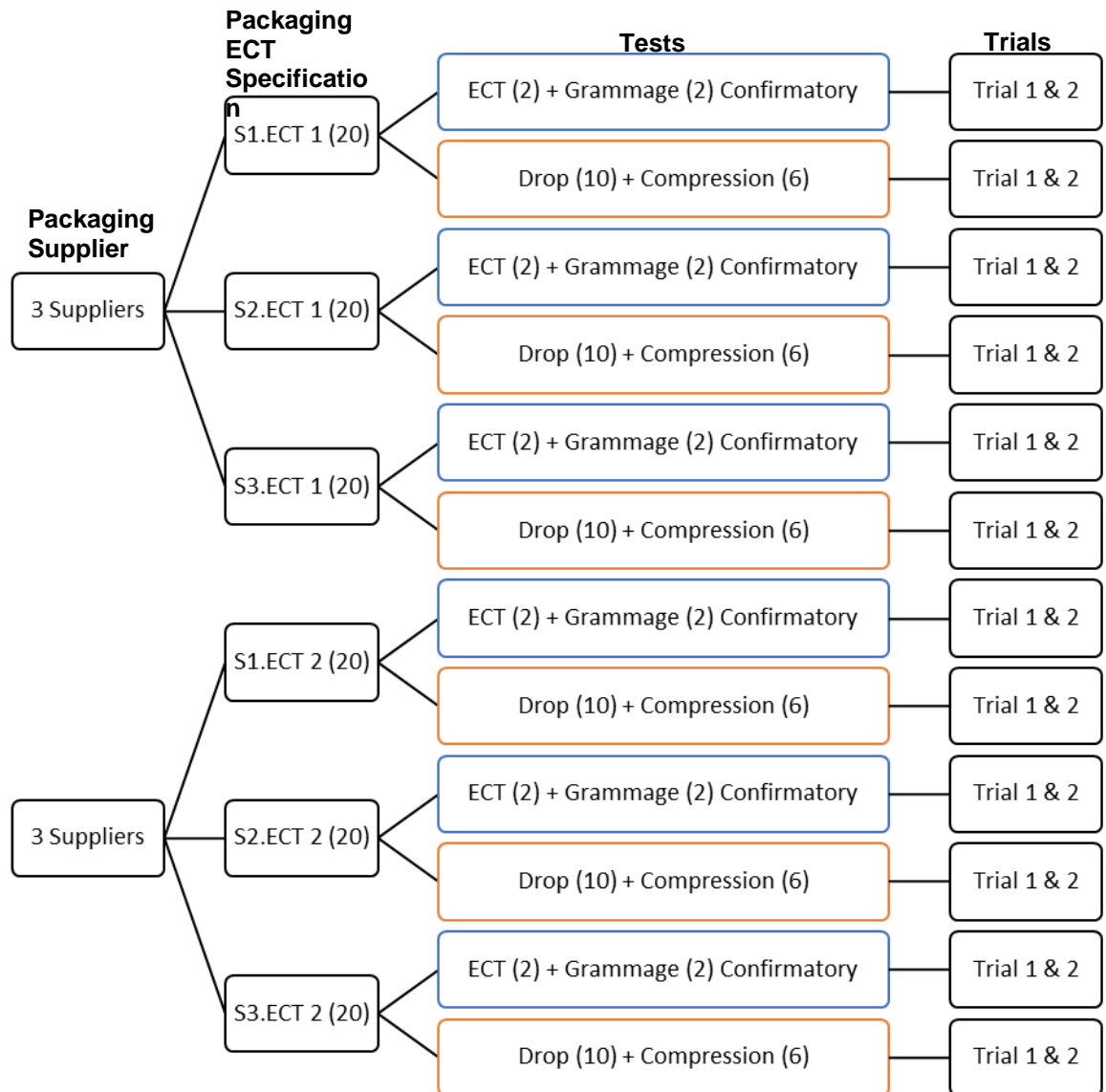
- a) Two (2) different ECT values will be examined: 44ECT and 51ECT
- b) One (1) type of inner packaging will be tested for each ECT value: 4 Litre HDPE rounded-off square bottle
- c) Size of Box: each fibreboard box in the combination packaging purchased can perfectly contain four (4) HDPE rounded-off square bottles
- d) Flute of box: single wall C flute for 44ECT, and double wall BC flute for 51ECT
- e) **Confirmatory testing:** Four (4) combinational packagings from each supplier of each ECT value specification is required for confirmatory testing.
Note that confirmatory testing must be completed, and results must be submitted to TC Project Authority prior to initiation of UN Performance testing.
If the testing results indicate the packaging requirements are not met, it is upon the contractors responsibility to source and re-confirm new packagings.
- f) **UN performance testing:** Two trials comprising of the drop test and compression resistance (stacking) test will be performed for each combination packaging. Each trial will require 8 combination packagings: with five (5)

² Kits: outer and inner packagings are sourced together as one single item

³ Individual components: outer and inner packagings are sourced separately

combination packagings subject to the drop test, three (3) combination packagings subject to the compression resistance (stacking) test.

Figure 1: Tree diagram with breakdown of testing



4.2 ECT and Grammage Confirmatory Testing

4.2.1 Confirmatory testing for each supplier is required. Two combination packagings are required for each test. Note that confirmatory testing must be completed, and results must be submitted to TC Project Authority prior to initiation of UN Performance testing.

- Confirm ECT value of box through TAPPI test methods, T-811 OR T-839
T-811: [<https://imisrise.tappi.org/TAPPI/Products/01/T/0104T811.aspx>]
T-839: [<https://imisrise.tappi.org/TAPPI/Products/01/T/0104T839.aspx>]
- Confirm grammage value of box through TAPPI test method, T410
<https://imisrise.tappi.org/TAPPI/Products/01/T/0104T410.aspx>

4.3 UN Performance Testing

The tests conducted for this study are selected in accordance with the performance tests listed in the *TP 14850 - Small Containers for Transport of Dangerous Goods, Classes 3, 4, 5, 6.1, 8, and 9, a Transport Canada Standard*.

The selected performance testing, described below and listed in the tree diagram in s. 4.1.3 above), must be conducted in accordance with the relevant sections of Chapter 7 of the TP 14850 standard for combination packaging and in the order specified below. Each test for each supplier of each ECT value will have two (2) trials. Note that boxes cannot be reused under any circumstances.

4.3.1 Drop Test

The fibreboard boxes must be prepared for testing and subjected to the drop test in accordance with clauses 7.4 of the TP 14850 standard. Drop height for trial 1 can be subjected to PG II performance level (1.2m). If test is successful, trial 2 can be subjected to PG I performance level (1.8m). If test is unsuccessful, trial 2 can be subjected to PG III performance level (0.8m).

Table 4: Drop Heights

Type of Material to be Transported	Drop Height, m		
	PG I performance level "X" marking	PG II performance level "Y" marking	PG III performance level "Z" marking
Solids and certain liquids (clause 7.4.3.2 & 7.4.3.3)	1.8	1.2	0.8
Liquids with higher densities (clause 7.4.3.4)	$d \times 1.5$	$d \times 1.0$	$d \times 0.67$

Note: d = actual relative density.

4.3.2 Compression Resistance (Stacking) Test

The fibreboard boxes must be prepared for testing and subjected to the compression resistance (stacking) test in accordance with clauses 7.5 of the TP 14850 standard:

7.5.3 Constant Force — Where a constant force is used, the force applied must be equal to or greater than the force calculated using the following formula:

$$F = \frac{9.8m(3000 - h)}{h}$$

where:

m = gross mass of the container (as shipped) in kilograms;
 h = height of the container in millimetres; and
 F = force in newtons.

7.5.4 Constant Load — Where a constant load is used, the mass of the constant load must be equal to or greater than the load calculated using the following formula:

$$M = \frac{m(3000 - h)}{h}$$

where:

m = gross mass of the container (as shipped) in kilograms;
 h = height of the container in millimetres; and
 M = mass of constant load in kilograms.

5. Requirements

Upon award of the contract, an initial **kick-off meeting** (via MS Teams) 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.

A Monthly progress report must be submitted to the TC Project Authority. The progress report template will be provided to contractor by the TC Project Authority. The contractor will participate in MS Teams **calls every 2 or 4*** weeks to provide progress updates to the TC Project Authority.

*Frequency to be agreed upon during project kick-off meeting once project deliverable timelines have been discussed from the preliminary work plan.

The contractor will also provide **regular communications** with the TC Project Authority via emails, phone calls, and/or MS Teams meetings notifying the Authority of any issues, problems, or any areas of concern (e.g. delays) in relation to any work completed under the agreement, as they arise.

Develop a **detailed work plan** based on the preliminary work plan submitted as part of the bid submission that includes project objectives, 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. Final detailed work plan must be delivered to TC Project Authority within one (1) week after receipt of Transport Canada's comments on the draft version submitted as part of the proposal.

Procure the combination packagings following the requirements described in section 4.1. Information for each box needs to be submitted in Microsoft Excel format to the TC Project Authority for review prior to initiation of testing. TC Project Authority will provide the spreadsheet template.

Perform **ECT and grammage confirmatory testing** for each box as described in section 4.2. Testing results need to be submitted to TC Project Authority in Microsoft Excel format, prior to initiation of remaining testing.

Perform **UN performance testing** for each box as described in section 4.3. Testing results need to be submitted to TC Project Authority in Microsoft Excel format.

Submit a **draft report** that summarizes the work performed, analyzes the data, and make recommendations regarding the questions in Section 3., After review and comments by TC on the draft report, a **final written report** must be submitted that addresses these comments. .

Contractor is responsible for appropriate disposal of all testing materials.

5.1 DELIVERABLES AND ASSOCIATED SCHEDULE

5.1.1 Attend kickoff meeting to discuss scope, objectives of project with the TC Project Authority, and the Contractor's provisional approach & methodology.

5.1.2 Deliver final detailed work plan to TC Project Authority within one (1) week after receipt of Transport Canada's comments on the draft version submitted as part of the proposal.

For additional comments from the TC Project Authority, the Contractor must modify the draft work plan to the extent possible to include any input from the TC Project Authority within one (1) week after receipt of comments. Following any modifications by the Contractor, the TC Project Authority will be given an additional one (1) week to review the proposed work plan for commenting. If no modifications are required on the part of the TC Project Authority, the Authority will provide written authorization to the Contractor to begin execution of the approved work plan.

5.1.3 Procure the combination packaging outlined in section 4.1.

5.1.4 Perform ECT and grammage confirmatory testing outlined in section 4.2. All confirmatory testing must be completed and testing results are submitted to TC Project Authority within 7 weeks from date of final work plan approval. Testing results include data in Microsoft Excel, photos, and videos.

5.1.5 Perform all required testing (UN performance testing). 50% of all testing must be completed and testing results are submitted to TC Project Authority within 12 weeks from date of final work plan approval. 100% of all testing must be completed and testing results are submitted

to TC Project Authority within 16 weeks from date of final work plan approval. Testing results include data in Microsoft Excel, photos, and videos.

5.1.6 Draft technical report must be submitted to TC Project Authority for review and feedback in a Microsoft Word document, in English, no later than two (2) weeks after completion of all testing. The Contractor must ensure the report is free of grammatical errors and must include, at a minimum, the following sections:

- a) Background and Scope
- b) Details on the information required, as described in Section 4.1.1, for fibreboard box in each combination packaging
- c) Detailed Methodology (which must at least provide the following):
 - i. the facility(ies) at which the combination packaging testing was/were performed
 - ii. the tests that were conducted on the combination packagings
 - iii. a description of the method for each test
 - iv. a description of the equipment used for testing the combination packaging
 - v. the date that the tests were conducted
- d) Results of testing (including raw data for each test) and observations
- e) Testing results analysis and make recommendations to the two (2) questions in Section 3
- f) Conclusions
- g) References
- h) Appendices (including additional data sets or information not included above such as photos and/or videos, graphs, tables, and other measurements)

The draft report will be reviewed by the TC Project Authority, and comments will be provided within two (2) weeks from the date of reception. All questions and comments must be clearly addressed by the Contractor within two (2) weeks of receiving the revised draft report. The revised draft report will be circulated more widely at the TDG Directorate to illicit feedback from several stakeholder groups. This report may also undergo a peer review. If any major comments are received by the Technical Authority or the peer reviewer, address the comments and re-submit a Draft Final Report.

5.1.7 Final Technical Report must be submitted to the TC Project Authority electronically within two (2) weeks after receipt of the Authority's comments on the last draft report.

Deliverable reference	Section	Deliverable	Proposed Timeline	Format
1	5.1.1	Kickoff Meeting	1 week after contract award	MS Teams
2	5.1.2	Final Work Plan	1 week after kickoff meeting	Adobe Acrobat (PDF), Microsoft Word
3	4.1, 5.1.3	Procurement of combination packagings with required specifications	5 weeks after approval of final work plan	Microsoft Excel
4	4.2, 5.1.4	ECT and Grammage Confirmatory Testing Results	7 weeks after approval of final work plan	Microsoft Excel, Photo, Video
5	4.3, 5.1.5	(50% completion)UN Performance Testing Results	12 weeks after approval of final work plan	Microsoft Excel, Photo, Video
6	4.3, 5.1.5	(100% completion) UN Performance Testing Results	16 weeks after approval of final work plan	Microsoft Excel, Photo, Video
7	5.1.6	Draft Technical Report	2 weeks after completion of testing	Adobe Acrobat (PDF), Microsoft Word
9	5.1.7	Final Technical Report	2 weeks after receipt of the Authority's comments on the last draft technical report	Adobe Acrobat (PDF), Microsoft Word

6. DEPARTMENTAL SUPPORT

The TC Project Authority will be responsible for providing direction and guidance to the Contractor as required and inspecting and approving deliverables on behalf of the department.

7. INSPECTION AND ACCEPTANCE

All deliverables and services rendered under any contract are subject to inspection by the TC Project Authority. Should any deliverables not be to the satisfaction of the TC Project Authority, as submitted, the TC Project Authority shall have the right to reject it or require correction before payment will be authorized. In addition, TC reserves the right to observe testing in progress at Contractor's designated facility(ies).

This Contract shall not be considered to have been completed until the Contractor has demonstrated to the satisfaction of the TC Project Authority that the Project Report meets the requirements detailed in this Statement of Work.

ANNEX "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.	Description or "Deliverable"	Firm Amount	Delivery Date
1	Collection and delivery of approved combination packagings to the testing facility. Information required for each box submitted to TC Project Authority Completion of confirmatory testing Deliverable reference 1,2,3,4	\$_____ (20% of price)	7 weeks after approval of final work plan
2	Completion of 50% of all UN performance testing Deliverable reference 5	\$_____ (30% of price)	12 weeks after approval of final work plan
3	Completion of 100% of all UN performance testing Deliverable reference 6	\$_____ (30% of price)	16 weeks after approval of final work plan
4	End of contract – Delivery and Acceptance of Final Report Deliverable reference 7,8, 9	\$_____ (20% of price)	Delivery of final report and presentation
Total Cost (Sum of Milestone 1-4 (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 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)