



**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 indique(s).

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

By e-mail to: - Par courriel au :  
[Natasha.blackstein@tc.gc.ca](mailto:Natasha.blackstein@tc.gc.ca)

Attention: - Attention :  
Natasha Blackstein

<b>Title - Sujet</b> IBC Life Cycle Analysis (LCA)	
<b>Solicitation No. N° de l'invitation</b> T8080-230262	<b>Date of Solicitation Date de l'invitation</b> October 19, 2023
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Natasha Blackstein <b>Telephone No. - N° de telephone</b> 343-550-2321 <b>E-Mail Address - Courriel</b> <a href="mailto:Natasha.blackstein@tc.gc.ca">Natasha.blackstein@tc.gc.ca</a>	
<b>Destination</b> 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.

<b>Delivery required OR requested Livraison exigée OR demandée</b> See herein - Voir aux présentes OR [Insert date] - [Insérer la date]	<b>Delivery offered Livraison propose</b> Not applicable - Sans objet
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>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) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

<b>Solicitation Closes - L'invitation prend fin</b> At - à : 2:00 PM - 14:00  On - le : 28 November, 2023  Time Zone - Fuseau Horaire : Eastern Standard Time
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven 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 Requirement, the Basis of Payment, the Electronic Payment Instruments, Certification, the Insurance Requirements, and any other annexes.

### **1.2 Summary**

1.2.1 Intermediate bulk containers (IBCs) are one of the most commonly used means of containment (MOC) for transportation of dangerous goods (DG) in Canada. The CAN/CGSB-43.146 (Design, manufacture and use of intermediate bulk containers (IBCs) for the transportation of dangerous goods, classes 3, 4, 5, 6.1, 8, and 9) sets out requirements for the design and manufacture of UN standardized IBCs. Section 5.6 of the Transportation of Dangerous Goods (TDG) Regulations specifies that UN standardized IBCs must be in compliance with sections 2 and 3 and Part I of [CAN/CGSB-43.146](#).

The types of IBC of interest in this work are the common ones used by industry for the transportation of dangerous goods:

- Lightweight IBC – light-gauge rigid material casing and frame  
*“composite IBC with an outer casing made with light-gauge rigid material and plastic inner receptacle generally made by the blow-molding method. (GRV léger)”*
- Rigid plastic IBC – rigid plastic body and plastic frame  
*“IBC consisting of a rigid plastic body, service equipment and structural equipment but does not include a flexible IBC with rigid fibreboard or plastic inserts. (GRV en plastique rigide)”*
- Composite IBC – rigid plastic body and metal frame  
*“IBC that is an integrated single unit consisting of a rigid outer casing enclosing a plastic inner receptacle together with any service and structural equipment. (GRV composite)”*

- Metal IBC – metal body and frame

*“IBC consisting of a metal body, service equipment and structural equipment. (GRV en métal)”.*

Transport Canada would like to evaluate and compare overall costs and environmental sustainability of the transportation and use of IBCs for dangerous goods over their life cycle to help inform the safety requirements for selection and use of these IBCs. The objective of this project is to perform a life cycle analysis on four (4) different types of IBCs (lightweight, rigid plastic, composite, and metal); rank each IBC type on overall cost effectiveness and environmental impact.

### **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](#) (2023-06-08) 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: 120 days

### **2.2 Submission of Bids**

Bids must be submitted to Natasha Blackstein by the date and time indicated on page 1 of the bid solicitation.

### **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.separately bound sections as follows:

#### **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



**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 clearly identify the section in the bid where each criterion is addressed.

Criterion	Mandatory Criteria	Met / Not Met	Cross Reference to Proposal
M1	The Bidder <u>must</u> submit with their proposal a preliminary Work Plan in accordance with Annex A-section 4 including: <ul style="list-style-type: none"> <li>• Description of approach</li> <li>• Proposed process and outcomes</li> <li>• Methodology</li> <li>• Proposed timelines</li> <li>• Report outline (i.e., proposed table of contents)</li> </ul>		
M2	The Bidder <u>must</u> demonstrate using four (4) project summaries that the proposed team includes at least one team member with experience in the following: <ul style="list-style-type: none"> <li>• Conducting life cycle analysis</li> </ul> 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 experience for each experience item.		
M3	The Bidder <u>must</u> submit a detailed CV of the technical lead for the project team		

##### 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 identify clearly in the bid where each criterion is addressed. The Bidder may use the same references provided in the Mandatory Technical Criteria.

Point Rated Technical Criteria		Maximum points available	Cross Reference in Proposal
<b>Experience and Expertise of the Proposed Resources</b>			
<b>R1</b>	<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"> <li>1. Description of approach</li> <li>2. Proposed process and outcomes</li> <li>3. Methodology</li> <li>4. Proposed timelines</li> <li>5. Report outline (i.e. proposed table of contents)</li> </ol> <p>Point allocation: Up to 10 points will be allotted for each bullet point above as follows:</p> <ul style="list-style-type: none"> <li>• 3 points – Not all sections of description of approach, proposed process and outcomes, and methodology are provided. The proposed timeline has a final delivery of results more than two (2) months later than that identified in the scope of work. The table of contents does not include subheadings and section titles are vague.</li> <li>• 7 points – All sections of description of approach, proposed process and outcomes, and methodology are provided with some details missing. The proposed timeline has a final delivery of results within two (2) months of that identified in the scope of work. The table of contents includes subheadings.</li> <li>• 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.</li> </ul>	50 Points	

<b>R2</b>	<p>The Bidder should demonstrate using project summaries (maximum four) that they have experience <b>conducting life cycle analysis</b>.</p> <p>Point allocation: For each project summary, points will given according to the inclusion of the following life cycle analysis elements: 10 points - cost analysis 10 points - environmental impact analysis on waste disposal or recycling or depletion of resources 10 points – conducted LCA according to:</p> <ul style="list-style-type: none"> <li>• ISO standard 14040-Environmental management — Life cycle assessment — Principles and framework) and/or;</li> <li>• ISO standard 14044- Environmental management — Life cycle assessment — Requirements and guidelines</li> </ul>	120 Points	
<b>Point Rated Technical Score = /170</b>			

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

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 (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%)**

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
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.

#### **5.2.3 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.

## **5.2.4 Additional Certifications Precedent to Contract Award**

### **5.2.4.1 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.

### **5.2.4.2 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](#) (2022-12-01), General Conditions - Higher Complexity - Services, 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 September 10, 2024 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: 330 Sparks Street  
Ottawa, Ontario K1A 0N5  
Telephone: 343-550-2321  
E-mail address: [natasha.blackstein@tc.gc.ca](mailto: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: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
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. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);
- c. Wire Transfer (International Only);

## **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. description of the Work delivered.
  - b. a copy of the release document and any other documents as specified in the Contract.
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;

## **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 general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

### **6.12 Insurance- No Specific Requirements**

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

### **6.13 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](#)".

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## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 Title

IBC Life Cycle Analysis (LCA)

#### 2.0 Introduction and Background

Intermediate bulk containers (IBCs) are one of the most commonly used means of containment (MOC) for transportation of dangerous goods (DG) in Canada. The CAN/CGSB-43.146 (Design, manufacture and use of intermediate bulk containers (IBCs) for the transportation of dangerous goods, classes 3, 4, 5, 6.1, 8, and 9) sets out requirements for the design and manufacture of UN standardized IBCs. Section 5.6 of the Transportation of Dangerous Goods (TDG) Regulations specifies that UN standardized IBCs must be in compliance with sections 2 and 3 and Part I of [CAN/CGSB-43.146](#).

The types of IBC of interest in this work are the common ones used by industry for the transportation of dangerous goods:

- Lightweight IBC – light-gauge rigid material casing and frame  
*"composite IBC with an outer casing made with light-gauge rigid material and plastic inner receptacle generally made by the blow-molding method. (GRV léger)"*
- Rigid plastic IBC – rigid plastic body and plastic frame  
*"IBC consisting of a rigid plastic body, service equipment and structural equipment but does not include a flexible IBC with rigid fibreboard or plastic inserts. (GRV en plastique rigide)"*
- Composite IBC – rigid plastic body and metal frame  
*"IBC that is an integrated single unit consisting of a rigid outer casing enclosing a plastic inner receptacle together with any service and structural equipment. (GRV composite)"*
- Metal IBC – metal body and frame  
*"IBC consisting of a metal body, service equipment and structural equipment. (GRV en métal)"*

The main difference between lightweight IBC compared to other IBCs is the more fragile material used for both its casing and frame. This difference exposes the lightweight IBC to a higher chance of containment release (leak of dangerous goods) during an accident.

It has been noted by TC that the use of lightweight IBCs to transport DGs has increased over time. This may be due to the lower cost of lightweight IBCs, their ability to hold large volumes of DG, and the low surcharge fee for their consignment as opposed to higher quality IBCs.

Currently, lightweight IBCs are required to be recertified at an IBC leak test and inspection facility after each use to determine if it can be reused or needs to be disposed of or recycled. The recertification tests are in accordance with the CAN/CGSB-43.146 standard. Observations at this recertification have shown:

- Many lightweight IBCs have failed the testing to be recertified again for use
- Most incidents resulting in leaks happen during handling activities (loading and unloading), with damage often caused by forklift forks. Lightweight IBCs are more fragile and more prone to these incidents.

These observations raised questions on whether lightweight IBC should be limited to transporting only lower hazard DGs to minimize the danger of a release from accidents during transport and handling (i.e. loading and unloading).

### 3.0 Project Objective

Transport Canada would like to evaluate and compare overall costs and environmental sustainability of the transportation and use of IBCs for dangerous goods over their life cycle to help inform the safety requirements for selection and use of these IBCs. The objective of this project is to perform a life cycle analysis on four (4) different types of IBCs (lightweight, rigid plastic, composite, and metal); rank each IBC type on overall cost effectiveness and environmental impact.

### 4.0 Tasks and Activities

#### *Task 1: Detailed work plan*

Specific Objective – Create a detailed work plan that includes:

- Review of objectives
- Detailed description of the proposed LCA methodology, metrics for comparison of the LCA across the IBC types, and data needs, including potential information sources to be reviewed,
- Proposed timelines
- Description of team roles and responsibilities,
- Proposed table of contents for the final report (including but not limited to introduction, methodology, findings, discussion and conclusions, and recommendations)

#### *Task 2: Life cycle analysis on four (4) types of IBCs*

Specific Objective – Once Task 1 deliverables are approved, perform life cycle analysis comparing the following four (4) types of IBCs of 1000L capacity, as defined by CAN/CGSB-43.146:

- Lightweight IBC – light-gauge rigid material casing and frame
- Rigid plastic IBC – rigid plastic body and plastic frame
- Composite IBC – rigid plastic body and metal frame
- Metal IBC – metal body and frame

This work includes:

- Performing life cycle analyses on the four (4) types of IBCs mentioned above. Details of the life cycle analysis should include but not limited to:
  - Cost of purchase for each IBC,
  - Cost of testing/re-qualifying each IBC,
  - Average cost of proper cleanup of dangerous Goods released from an IBC,
  - Average lifespan per type of IBC, considering durability
  - Cost of proper disposal/recycling,
  - Environmental impact analysis on the end of life management of the four (4) types of IBCs, that considers the following:
    - Materials used for each IBC type
    - Non-hazardous waste disposed– plastic and metal
    - Hazardous waste disposed– plastics and metal with residue of dangerous goods
    - Materials for recycling– plastic and metal

All work under this task is to be reported on in Task 4: Final Reporting

#### *Task 3: Detailed comparison of the life cycle analysis results*

Specific objective: Compare the life cycle analysis results for each IBC type completed in Task 2. This work includes but is not limited to:

- Compare the overall results between the four (4) types of IBC using the metrics agreed upon in the work plan in Task 1,
- Rank the cost effectiveness of the IBCs analyzed over the life cycle,

- Compare the environmental impact indicators between the four (4) types of IBC
- Provide conclusions and recommendations regarding overall life cost, as well as environmental sustainability, of the transportation and use of IBCs for dangerous goods to help inform the safety requirements for selection and use of these IBCs.

All work under this task is to be reported on in Task 4: Final Reporting

*Task 4: Final Reporting*

Specific Objective – Report on the work completed in Tasks 2 and 3.

This work includes but is not limited to:

- Preparation of a full written report, following the Table of Contents developed in Task 1,
- Table (in Microsoft Excel) consisting of all the life cycle analysis results for each IBC type,
- Table (in Microsoft Excel) comparing the life cycle cost analysis results between the four (4) types of IBC,
- Table (in Microsoft Excel) comparing the environmental impact analysis results between the four (4) types of IBC

*Task 5: Final Presentation*

Specific Objective: Create and present to TC a summary presentation covering Tasks 2 and 3.

**5.0 Deliverables & Milestones**

1. **Kick-off Meeting** (upon award of the contract, via teleconference/ videoconference) with TC Project Authority and other stakeholders to discuss scope, objectives of project, and the Contractor's provisional approach and methodology.
2. **Detailed Work Plan** as described in Task 1. The work plan will include a detailed methodology, metrics and data needs, that will ensure objectives are aligned and allows for a thorough review of expected timelines. This is to be submitted to the TC Project Authority for review, feedback, and approval within ten (10) business days of the kick-off meeting.
3. **Draft Written Report and Tables** will detail the work performed in Tasks 2 and 3, as outlined in the draft Table of contents provided in the work plan.
4. **Final Written Report and Tables** will include the same contents as the draft report and tables but with Transport Canada's feedback on the draft report incorporated.
5. **Presentation** to Transport Canada. 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.

**Table: Proposed schedule for project deliverables**

<b>Deliverable reference</b>	<b>Deliverable</b>	<b>Target Delivery Date</b>	<b>Format</b>
1	Kick-off Meeting	Within 3 months after contract award	Microsoft Teams
2	Detailed Work Plan	Within 10 business days after kickoff meeting	PDF
3	Draft Written Report and Tables	Within 26 weeks of detailed work plan approval	Microsoft Word, Excel

4	Final Written Report and Table	Within 2 weeks of receipt of comments from Transport Canada on draft written report	PDF, Microsoft Excel
5	Presentation to Transport Canada	Within 2 weeks of receipt of final report	Microsoft Powerpoint, Teams

## 6.0 Reporting Requirements

The contractor must provide all electronic copies of deliverables in Microsoft Word DOCX, Microsoft PowerPoint PPTX, Microsoft Excel XLSX or PDF format depending on the deliverable listed. The electronic copies will be sent either via email or alternatively by using Transport Canada's secure file transport site.

The final report shall meet these general requirements:

- a. The final report will be professionally written and edited in English.
- b. The report shall be prepared in accordance with the TC Publication Standards and Guidelines for Contractors (TP 929), which will be shared with the contractor. Contractors are expected to be thoroughly familiar with TP 929. Reports are subject to review by TC for quality control and adherence to TP 929.
- c. SI (metric) units shall be used (unless special exception is warranted).
- d. The reports must, as a minimum, cover these sections:
  - Introduction: The introduction section will provide a project overview, context behind the report and a brief overview of the goals of the report. In other words, the “why” behind the work conducted as part of the report and “what” was actually completed.
  - Methods: A detailed methodology behind the work conducted as part of the milestone. The methodology should include the planning, experimental set-up (as applicable), and any other related background information required prior to the results section.
  - Analysis and Results: An overview of the analysis and results to show the completion of the required work of the milestone. The results section should be clear, concise, and simply demonstrate what was achieved. The use of tables and figures to present results is encouraged, where applicable.
  - Summary and Conclusions: The summary will discuss the results, provide insight into next steps.
- e. If there is proprietary information that cannot be released to the general public, two final reports may be necessary – one without proprietary information that is released to the general public and one that will remain confidential to the Government of Canada, with confidential information clearly noted as such.

## 7.0 Departmental Support

TC will:

- Provide comments on the detailed work plan within 10 working days
- Provide comments on the draft report within 15 working days
- Provide response to emailed questions within 3 working days
- Schedule and host monthly update meetings (virtual) with the contractor

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

## **8.0 Contractor's Obligations**

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

The Contractor must attend the monthly update meetings, scheduled by TC. The Contractor must discuss and clarify the key activities, content of deliverables, and project risks and mitigation measures with the Project Authority. Prior to the monthly update meetings, the Contractor must submit the monthly progress status report to TC, report template will be provided by TC Project Authority after kick-off meeting. The contractor must also provide updates when requested by the TC Project Authority or as necessary to ensure timely sharing of information.

The Contractor will be responsible for obtaining their own copy of the most recent versions of all relevant standards, articles, and research reports necessary for performing the work.

The Contractor must ensure information from all stakeholders is properly protected in terms of data processing and sensitive information.

## **9.0 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. 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.

## **10.0 Location of Work, Worksite 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.

## **11.0 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.

## **12.0 Travel and Living**

There is no travel for this requirement.



**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.

<b>Milestone No.</b>	<b>Description or "Deliverable"</b>	<b>Firm Amount</b>	<b>Delivery Date</b>
1	1-Kick-off Meeting 2-Detailed Work Plan	\$ _____ (25% of price)	Within 10 business days after kickoff meeting
2	3- Draft Written Report and Tables	\$ _____ (50% of price)	Within 26 weeks of detailed work plan approval
3	4- Final Written Report and Table 5- Presentation to Transport Canada	\$ _____ (25% of price)	Within 2 weeks of receipt of comments from TC on draft report
Total Cost for Evaluation Purposes (Sum of Milestone 1 to Milestone 3 (with 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)