



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Environment Canada Bids Mailroom 171 Jean-Proulx Gatineau, Quebec J8Z 1W5</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>STUDY OF TYPICAL LANDFILL COVER SYSTEMS AND MATERIALS USED IN MUNICIPAL SOLID WASTE LANDFILLS IN CANADA</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000017348</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) December 8, 2015</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le December 29, 2015</p>	<p>Time Zone – Fuseau horaire EST</p>
	<p>F.O.B – F.A.B Not Applicable</p>	
	<p>Address Enquiries to - Adresser toutes questions à Beyan Alghosen beyan.alghosen@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3820</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p>	
	<p>Security / Sécurité Not Applicable</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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STUDY OF TYPICAL LANDFILL COVER SYSTEMS AND MATERIALS USED IN MUNICIPAL SOLID WASTE LANDFILLS IN CANADA

PART 1 – GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this requirement.

2. Statement of Work

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

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

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

Delete: “sixty (60) days”

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

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

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

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

5. Applicable Laws

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

6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies),

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.1 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (c)
- (d) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.2 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Mandatory criteria will be the minimum points to be achieved in the point rate criteria.

1.2.2 Point Rated Technical Criteria

The Proponent with the highest combined number of points for technical/management components (70%) and price (30%) will be recommended for award of the contract. The combined total points will be determined using Equation 1 below. The proposal must receive the minimum required number of points as indicated for each criteria and an overall score of 60 points or more. If no acceptable bids are received, Environment Canada has the right to not award this contract.

1. UNDERSTANDING OF THE REQUEST FOR PROPOSAL	
Minimum score required: 6 points	
Maximum score required: 10 points	
Does the Statement of Understanding indicate a clear understanding of the Work?	Max: 10
The Statement of Understanding is very comprehensive, succinct and clearly indicates that the Proponent has an excellent understanding of the Work.	10
The Statement of Understanding indicates that the Proponent has a good understanding of the Work.	8
The Statement of Understanding indicates that the Proponent has a satisfactory understanding of the Work.	6
The Statement of Understanding is poorly developed and/or incorporates excessive blocks of text that have been copied directly from the request for proposal, demonstrating that the Proponent has a poor understanding of the Work.	0
2. EXPERIENCE AND QUALIFICATION OF KEY TEAM MEMBERS	
Minimum score required: 24 points	
Maximum score required: 40 points	

<p>a. Project manager experience in leading projects relevant to this scope of work and demonstration of successful achievement</p> <p>Project manager has 5 or more relevant projects</p> <p>Project manager has 3 or 4 relevant projects</p> <p>Project manager has 1 or 2 relevant projects</p> <p>Project manager has not demonstrated success on relevant projects</p>	<p>(Max. 10)</p> <p>10</p> <p>6</p> <p>2</p> <p>0</p>
<p>b. Experience of key team member(s) related to MSW landfill cover materials and systems</p> <p>Key team member(s) has 5 or more relevant projects</p> <p>Key team member(s) has 3 or 4 relevant projects</p> <p>Key team member(s) has 1 or 2 relevant projects</p> <p>Key team member(s) has not demonstrated success on relevant projects</p>	<p>(Max: 10)</p> <p>10</p> <p>6</p> <p>2</p> <p>0</p>
<p>c. Experience of key team member(s) related to the assessment of chemical substances and their behaviour within a landfill</p> <p>Key team member(s) has 5 or more relevant projects</p> <p>Key team member(s) has 3 or 4 relevant projects</p> <p>Key team member(s) has 1 or 2 relevant projects</p> <p>Key team member(s) has not demonstrated success on relevant projects</p>	<p>(Max. 10)</p> <p>10</p> <p>6</p> <p>2</p> <p>0</p>
<p>d. Experience of key team member(s) in data collection to conduct interviews, research and analysis similar to the work included in this scope of work</p> <p>Key team member(s) has 5 or more relevant projects</p> <p>Key team member(s) has 3 or 4 relevant projects</p> <p>Key team member(s) has 1 or 2 relevant projects</p> <p>Key team member(s) has not demonstrated success on relevant projects</p>	<p>(Max. 10)</p> <p>10</p> <p>6</p> <p>2</p> <p>0</p>

3. METHODOLOGY, WORK PLAN AND PROJECT SCHEDULE	
Minimum score required: 30 points Maximum score required: 50 points	
a. Methodology	(Max. 30)
The methodology is clear, logical, comprehensive and exceeds expectations in meeting project objectives and fulfilling each task under the Statement of Work. Potential challenges are identified where appropriate and accompanied by descriptions of how they will be addressed with realistic and innovative solutions that respect the available budget and timing for this work.	30
The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work	24
The methodology is satisfactory and meets the project objectives but lacks detail regarding how some project activities will be fulfilled.	18
The methodology is weak and confusing and is not expected to meet the objectives	0
b. Quality Control	(Max. 5)
The methodology includes a complete, reasonable and well-defined approach to ensure quality control throughout the project	5
The methodology includes an approach to ensure quality control throughout the project that appears to be reasonable but is not well-defined	2
The methodology does not include an approach to ensure quality control throughout the project or describes an approach that is not considered to be reasonable	0
c. Work Plan and Project Schedule	(Max. 15)
The work plan and project schedule are complete, very clear, logical and are expected to meet the objectives and Statement of Work of the project; challenges are clearly identified and addressed	15
The work plan and project schedule are complete and are expected to meet the objectives and Statement of Work of the project;	12

challenges are identified and addressed	
Some elements of the work plan and/or project schedule are not well defined, but overall, they are expected to meet the objectives and Statement of Work of the project	10
The work plan and/or project schedule are incomplete and/or poorly constructed and are not expected to meet the objectives and Statement of Work of the project	0
Minimum	60 pts
Achieved	

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids, which fail to meet the mandatory financial criteria, will be declared non-responsive. Each criterion should be addressed separately.

Mandatory Financial Criteria (MF)		
Number	Mandatory Financial Criterion	Met/Not Met
MF1	The total cost proposed by the Bidder must not exceed \$65,000.00, excluding taxes.	

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

2. Basis of Selection - Lowest Price Per Point

- (a) To be declared responsive, a bid must:
- (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory technical evaluation criteria; and
 - (iii) obtain the required minimum of points 60 for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points."
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from 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.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to

the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT

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

Title: STUDY OF TYPICAL LANDFILL COVER SYSTEMS AND MATERIALS USED IN MUNICIPAL SOLID WASTE LANDFILLS IN CANADA

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to

persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

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

At Section 19 Copyright

Delete: In its entirety

Insert:

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

B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts

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

Insert: “The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.”

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Beyan Alghosen
Title: Contracting Officer
Environment Canada
Procurement and Contracting
Address: 200 Sacre Coeur

Telephone: 819-938-3820
E-mail address: beyan.alghosen@canada.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____

E-mail address: _____

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

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____. Customs duties are excluded and Applicable Taxes are extra.

7.2 Limitation of Expenditure

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

in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8 Invoicing Instructions

8.1 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
 - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada;
 - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone Description	Percentage of payment	Delivery date
A first payment will be made upon submission and acceptance of the first progress report,.	30%	4 weeks from the award of the contract
A second payment will be made upon submission and acceptance of the second progress report.	30%	10 weeks from the contract award, but no later than March

		31, 2016
A third payment will be made upon submission and acceptance of the third progress report,.	20%	16 weeks from the contract award.
A fourth and final payment will be made upon submission and acceptance of the Final reports and presentation. ⁶	20%	32 weeks from the contract award, nut no later than August 31, 2016

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (*insert date*)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*)

ANNEX A STATEMENT OF WORK

PURPOSE

The purpose of this work is to gather information and characterize the different types of cover systems and materials used in municipal solid waste (MSW) landfills across Canada; to collect and analyze existing data on the substances of concern found in the different cover materials; and, to determine the extent of their contribution to landfill leachate contaminant loadings.

BACKGROUND

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

As part of the Chemical Management Plan (CMP), Environment Canada has identified the Waste Sector as a potential source of releases of various chemical substances to the environment. Some emerging contaminants of concern are found in the material that is used to cover landfills, more specifically in alternative landfill covers, either daily or at closure.

MSW waste typically contains, amongst other things, putrescible organic matter that produces odors and attracts vectors such as flies and birds; as a result, the use of landfill cover systems on the active face of landfills is important. Different methods and materials are used to cover the waste placed into landfills, either daily or as a capping system to complete the landfill cover system as part of the landfill closure. The primary function of these cover systems is to isolate the landfilled wastes from the environment in order to minimize spreading of diseases, prevent release of odors, reduce risks of fire and deter larger animals from scavenging. Additional functions are to prevent leachate production by promoting run-off of clean water, vent and treat landfill gas or contain landfill gas, and increase the efficiency of landfill gas collection systems.

Environment Canada is interested in enhancing its understanding of the different types of alternative landfill cover systems and materials typically used in MSW landfills across Canada and the chemical substances that may be present within these materials and which could be leaching into landfills. In order to better understand what could be contributing to the release of substances of concern into the environment from landfill leachate, Environment Canada is seeking information such as, but not limited to, the types of materials, quantities, the presence of substances of concern and their concentrations, as well as the proportion of the contaminant loading that the alternative landfill cover materials are contributing to landfills.

OBJECTIVES

The Objectives of the Work are:

1. To provide a current and comprehensive characterization of the practices and the different types of landfill cover systems and materials used in MSW landfills in Canada;

2. To identify substances of concern, including Chemical Management Plan substances, potentially present within alternative cover materials and evaluate the potential for those substances to leach out of the materials when placed into landfills;
3. To estimate the contribution of the different alternative cover materials used in landfills to the total contaminant loading of landfill leachate;
4. To identify any information gaps relating to the composition of alternative landfill covers and their potential contribution to leachate contaminant loadings; and
5. To provide recommendations for future sampling/testing of specific alternative landfill cover materials.

Tasks

The contractor shall complete the following tasks:

Task 1: Characterization of existing practices and different types of landfill cover systems and materials used in MSW landfills in Canada

- Identify the different landfill cover systems and materials that are typically used in MSW landfills across Canada
 - Conduct research to identify the different landfill cover systems and materials that are typically used in MSW landfills across Canada;
 - Briefly define the practices and different types of landfill cover systems (e.g. daily cover, alternate daily cover, intermediate cover, final cover, etc.) commonly used in MSW landfills in Canada;
 - Briefly outline the general management practices and legislative requirements applying to landfill covers, including standards as well as specific or unique regulatory and testing requirements for cover materials prior to their addition to landfills and criteria/conditions for acceptance of cover materials by landfills.
 - Describe the different alternative landfill cover systems and materials typically used (e.g.: bio solids/sludges, soil, auto shredding residues, tire fluff, shredded wood, etc.), and, when applicable, provide a detailed analysis of their material content (e.g. plastics, rubber, wood, etc.);
 - Estimate the proportion in which each of the different alternative landfill cover systems and materials are used across Canada and discuss any notable trends or variability across Canada;
 - Estimate the proportion of the total volume of waste in place in landfills that the alternative cover material represents (i.e. ratio of cover to waste).

Task 2: Assessment of the substances of concern present within the alternative landfill cover materials and their expected behavior within a landfill

- Identify the substances of concern, including Chemical Management Plan substances, that may be found within the different alternative landfill covers

- Conduct research to identify the substances of concern (e.g. CMP substances, substances listed on Schedule 1 of the Canadian Environmental Protection Act, 1999 (CEPA, 1999), etc.) that are expected to be present in the different alternative landfill cover materials;
 - Focusing on the substances concluded to be CEPA toxic, summarize the available information on the substances of concern identified to be present in the alternative landfill cover materials (e.g. from the CMP website: www.chemicalsubstances.gc.ca), including their main use and function in the market, their physical and chemical properties and, when available, any calculated or measured quantities and concentrations at end of life;
 - Document the methodology used and analysis conducted for identifying the substances of concern expected to be present in the cover materials, including a discussion on whether or not those substances are likely to be present in the materials during and after application as alternative landfill cover materials.
- Evaluate the potential for the substances of concern found in the different alternative landfill cover materials to leach out of those materials, when placed into landfills;
 - Based on the previous findings, discuss the expected behavior of the substances of concern present in alternative landfill cover materials once placed in landfills, and evaluate the potential for the substances of concern to leach out of the materials into landfill leachate specifically;
 - When possible, estimate the quantity of substances of concern leaching out of the alternative landfill cover materials into MSW landfill leachate;
 - Determine and discuss the extent and impact of the contribution of each alternative cover material to the total contaminant loading of MSW landfill leachate and determine which cover material(s) is more likely to contribute to the total loading.

Task 3: Identification and evaluation of information gaps and recommendations for potential testing of alternative landfill cover materials

- Document any information gaps that were identified while conducting Tasks 1 & 2;
 - Summarize the information and/or data gaps relating to the different types and composition of alternative landfill covers systems and materials and their contribution to landfill leachate contaminant loading (or any other gap identified in performing task one and task 2 of the project);
 - Recommend a path forward to fill those data/info gaps.
- Provide recommendations for future sampling and analysis of specific alternative landfill cover materials
 - Identify any existing studies involving sampling and analysis of alternative landfill cover materials in Canada and summarize main conclusions;
 - Determine if there is a need to sample and analyze the different alternative landfill cover materials in the future, in order to fill the information gaps identified;

- Recommend, with a supporting rationale, which type(s) of alternative landfill cover materials should be sampled and which substances of concern should be included in the laboratory analysis;
- Recommend next steps for future sampling and testing of alternative landfill cover materials, taking into consideration the information gathered in this study, the data/info gaps identified, the existence of required testing methods and the availability of certified laboratories capable to perform such work;

The contractor shall summarize and synthesize all the collected information into a report. All information collected and any other relevant information should be documented.

Suggestions on additional aspects for inclusion should also be included and are encouraged as part of the proposal.

PROJECT DELIVERABLES

The major deliverables are as follows:

- 1) a draft table of contents for the report & detailed summary of the methodology and data sources that will be used to carry out the work
- 2) three progress reports,
- 3) a complete draft final report,
- 4) a complete final report,
- 5) a version of the final report containing no confidential information, and
- 6) a Power Point presentation summarizing the document.

The draft and final reports must be comprehensive, written in a clear, understandable and concise fashion. All deliverables shall be provided in English in electronic format (Microsoft Word and Adobe Acrobat PDF).

Deliverable 1: The table of contents will identify how the content of the report will be organized. It will be accompanied by a detailed summary of the methodology and data sources that will be used to characterize the different alternative landfill cover systems and materials, assess the presence of substances of concern within the materials and their behavior in landfills, and evaluate the potential for future sampling of alternative landfill cover materials. Data sources must be clearly and appropriately referenced throughout the report using a bibliography.

Deliverable 2: The progress reports are intended to reveal the information acquired and the progress achieved, during the completion of the different Tasks, for the draft final report.

Deliverables 3, 4 and 5: The Draft and Final versions of the report will provide information associated with the three tasks depicted in the Statement of Work in a concise format using easy to follow language, executive summary, conclusions and visual aids where appropriate (e.g. pictures, schematics, maps, graphs, tables, etc.) that are referenced and described in sufficient detail within the report. The version of the final report containing no confidential business information will provide all the information of the final report but with all confidential business information removed.

Deliverable 6: The PowerPoint presentation will provide a visual summary of the final report.

When appropriate, the contractor will provide a separate document responding to Environment Canada's comments.

The Contractor will provide deliverables #1 to #5 as electronic files in Microsoft® Word and in PDF format. Deliverable #6 will be provided in electronic format using Microsoft® Office PowerPoint.

PROJECT SCHEDULE

A project initiation conference call will be held within two weeks of the contract being awarded.

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

The proposed schedule under this contract is as follows:

<u>Date</u>	<u>Deliverable items</u>
Two (2) weeks from the contract award	Draft table of contents for the report and summary of the methodology and data sources that will be used to characterize the different types of alternative landfill cover systems and materials, as well as the substances of concern’s presence and behavior in landfills.
Four (4) weeks from the contract award	The first progress report, detailing progress achieved in the completion of Task 1 as described in the Statement of Work
Ten (10) weeks from the contract award, but no later than March 31, 2016	The second progress report, detailing progress achieved in the completion of Task 2 as described in the Statement of Work
Sixteen (16) weeks from the contract award	The third progress report, detailing progress achieved in the completion of Task 3 as described in the Statement of Work
Twenty four (24) weeks from the contract award	The complete Draft Final report and the draft Power Point presentation
Thirty two (32) weeks from the contract award, but no later than August 31, 2016,	The Final report and Final Power Point presentation

ACCEPTANCE

All documents and correspondence produced by the Contractor will be subject to review, in draft form, by the Departmental Representative or designated persons. All work is to be performed to the satisfaction of the Departmental Representative. Sufficient flexibility is required of the Contractor to respond to changing schedules and developments.

ANNEX B
BASIS OF PAYMENT

Milestone Description	Deliverable item	Firm Milestone Amount	Delivery date
1 st payment	First Progress Report		4 weeks from award of contract
2 nd payment	Second Progress Report		10 weeks from award of contract but no later than March 31, 2016
3 rd payment	Third Progress Report		16 weeks from award of contract
4 th and final payment	Final Reports and Presentation		32 weeks from award of contract but no later than August 31 2016
Total Cost			August 31, 2016