



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Environment Canada (BIDS)</p> <p>Joanne Plummer Joanne.plummer3@canada.ca</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>SOUMISSION 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>Title – Titre: Study of Approaches to Define Hazardous Waste and Hazardous Recyclable Material</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000025132</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2016-10-25</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 2016-12-19</p>	<p>Time Zone – Fuseau horaire</p> <p>EDT</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Joanne Plummer</p>	
	<p>Telephone No. – N° de téléphone 819-938-9036</p>	<p>Fax No. – N° de Fax 819-938-4855</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2018-02-01</p>	
	<p>Destination - of Services / Destination des services</p> <p>351 St.Joseph Blvd Gatineau, QC K1A 0H3</p>	
	<p>Security / Sécurité N/A</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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PART 1 - GENERAL INFORMATION

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: includes the certifications to be provided;

Part 6 Security and Other Requirements includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include a Confidentiality Agreement, Financial Bid Presentation Sheet, Mandatory Technical Criteria and Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Non-Disclosure Certification, the Schedule of Milestones, and any other annexes.

2. Summary

2.1 Environment Canada has a requirement for a review options for defining hazardous waste and hazardous recyclable material under the Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations (EIHWHRMR) to incorporate new or emerging waste streams and substances; a chronic or long-term environmental human health impacts from mismanagement of waste.

2.2 There is no security requirement associated with this requirement.

2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003

2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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

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) (<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, 2014-09-25 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"

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: "Deleted"

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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:

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

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ATTACHMENT 1 TO PART 2 - CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS
REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT
SERVICES CANADA

The description of the requirement of bid solicitation No. **5000025132** contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
 - (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
 - (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
 - (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
 - (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
 - (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
 - (c) is independently developed by the Supplier; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Name of Supplier

Signed by its authorized representative

Date

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft 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);
- (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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

- 1.1 Bidders must submit their financial bid in accordance with the "Financial Bid Presentation Sheet in Attachment 1 to Part 3") The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their price and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for each task to complete 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) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
 - (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
 - (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
 - (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
 - (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
 - (g) 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

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below as per the following milestones;

ECCC wishes to establish a contract until February 1, 2018

Task	Payment Schedule	Bidders price
Deliverable 1	15% of total professional fees	
Deliverable 2	40% of total professional fees	
Deliverable 3	45% of total professional fees	

From Contract signature to 1 February 2018	
Bidder's total price for travel including applicable taxes	\$ _____
From Contract signature to 1 February 2018	
Bidder's Grand Total Price excluding applicable taxes=	\$ _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Basis of Selection - Maximum score for technical merit (70%) and the combined prices (30%)

The Contractor selection will be based on the highest combined rating of technical evaluation (as per Table 3) and price proposal. The evaluation will be based on the highest responsive combined rating of technical evaluation criteria and pricing scores. The ratio will be 70% for the technical evaluation criteria score and 30% for the pricing score.

The overall technical evaluation criteria score for each responsive bid will be determined as follows: the total number of points obtained divided by the maximum number of points available multiplied by 70. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by 30. For each responsive bid, the technical evaluation criteria score and the pricing score will be summed to determine its combined rating.

The responsive bid with the highest combined rating of technical evaluation criteria and pricing scores 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 the abovementioned ratio of technical evaluation criteria and pricing scores. In this example, the total number of points available equals 77 and the lowest evaluated price is \$30 000.

Environment Canada reserves the right to not award this contract.

Table 1. Example of Basis of Selection

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	69 / 77	59 / 77	63 / 77
Bid Evaluated Price	\$35 000	\$33 000	\$30 000
Calculations			
Technical evaluation criteria Score	$69 / 77 \times 70 = 62.7$	$59 / 77 \times 70 = 53.6$	$63 / 77 \times 70 = 57.3$
Pricing Score	$\$30\,000 / \$35\,000 \times 30 = 25.7$	$\$30\,000 / \$33\,000 \times 30 = 27.3$	$\$30\,000 / \$30\,000 \times 30 = 30$
Combined Rating	88.4	80.9	87.3
Overall Rating	1 st	3 rd	2 nd

The proposals submitted will be evaluated in accordance with the criteria identified in Tables 2 and 3, and based on best value for the Crown. Bidders are advised to address these requirements in the identified order and in sufficient depth in their proposals to enable a thorough review. Environment Canada’s evaluation will be based solely on the information contained within the proposal. Environment Canada may confirm information or seek clarification from Bidders.

Proposals MUST meet the mandatory criteria of Table 2 and MUST achieve the minimum scores identified in Table 3. Proposals must also achieve the minimum overall score for technical evaluation criteria of 43 out of 61 in Table 3. Proposals not meeting the minimum requirements on either the Mandatory or the Point Rated criteria will be deemed non-compliant and given no further consideration.

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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described below - Bid Evaluation Criteria.

	Mandatory Criteria	Met/Not Met
M1	At least 1 member of the team must have an advanced degree (e.g. Masters, or PhD) in ecotoxicology, biology or chemistry or related field. Proof of degree must be provided with the proposal.	

1.2.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described below - Bid Evaluation Criteria.

	Rated Criteria	Maximum Possible Score	Propoal Score
UNDERSTANDING OF THE REQUEST FOR PROPOSAL	R1. Does the proposal demonstrate a clear and logical understanding of the Objectives and the Statement of	Max. 10 points	

<p>MAXIMUM SCORE: 10; MINIMUM REQUIRED SCORE 6</p>	<p>Work?</p> <p>The proposal summarizes what will be done and provide evidence of having done previous work on other chemical substances in the following areas:</p> <p>a) The Statement of Understanding is very comprehensive, succinct and clearly indicates that the Proponent has an excellent understanding of the Work.</p> <p>b) The Statement of Understanding indicates that the proponent has a good understanding of the Work.</p> <p>c) The Statement of Understanding indicates that the Proponent has a satisfactory understanding of the Work.</p>	<p>10</p> <p>8</p> <p>6</p>	
<p>EXPERIENCE AND QUALIFICATION OF KEY TEAM MEMBERS</p> <p>MAX. 40 POINTS; MINIMUM 24 POINTS REQUIRED</p>	<p>R2</p> <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>b) Experience of key team member(s) related to chemistry and the waste sector</p>	<p>Max. 10 points</p> <p>10</p> <p>6</p> <p>2</p> <p>Max.10 points</p>	

	Key team member(s) has 5 or more relevant projects	10	
	Key team member(s) has 3 or 4 relevant projects	6	
	Key team member(s) has 1 or 2 relevant projects	2	
	c) Experience of key team member(s) related to regulatory implementation	Max. 10 points	
	Key team member(s) has 5 or more relevant projects	10	
	Key team member(s) has 3 or 4 relevant projects	6	
	Key team member(s) has 1 or 2 relevant projects	2	
	d) Experience of key team member(s) in collecting data for research and analysis similar to the work included in this scope of work	Max. 5 points	
	Key team member(s) has 5 or more relevant projects	10	
	Key team member(s) has 3 or 4 relevant projects	6	
	Key team member(s) has 1 or 2 relevant projects	2	
METHODOLOGY, WORK PLAN AND PROJECT SCHEDULE	R3 a) METHODOLOGY	Max. 30 points	
MINIMUM SCORE REQUIRED: 30 POINTS		30	
MAXIMUM SCORE REQUIRED: 50 POINTS	The methodology is clear, logical, and comprehensive and exceeds expectations in meeting project objectives and fulfilling each task		

	<p>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.</p>	24	
	<p>The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work</p>	18	
	<p>The methodology is satisfactory and meets the project objectives but lacks detail regarding how some project activities will be fulfilled.</p>	(Max. 5)	
	<p>b). Quality Control</p>	5	
	<p>The methodology includes a complete, reasonable and well-defined approach to ensure quality control throughout the project</p>	2	
	<p>The methodology includes an approach to ensure quality control throughout the project that appears to be reasonable but is not well-defined</p>	(Max. 15)	
	<p>c) Work Plan and Project Schedule</p>	15	
	<p>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</p>	12	
	<p>The work plan and project schedule are complete and are expected to meet the objectives and Statement of Work of the project; challenges are identified and addressed</p>	10	

	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		
TOTAL POINTS		95	

Annexes

The annexes must include all other information the consultant finds relevant for evaluating the bid including:

- Resumes of all project team’s members (including the Project Manager);
- Copies of project team’s security clearance certificates; and
- Accreditation or proof of bilingualism.

Note: Resumes must describe the project manager’s or team member’s experience, expertise, contribution and roles in projects relevant for the study.

1.3 Financial Evaluation

Mandatory Financial Criteria

Financial Criteria

<i>MF-1 Financial Criteria</i>	<i>Met</i>	<i>Not Met</i>
Environment and Climate Change Canada has established funding for this project at a maximum amount of \$100,000.00 (in Canadian dollars) – excluding taxes – for professional services, including those of the external reviewers, associated costs and travel expenses (one trip to the national capital region).		

1.3.1 Evaluation of Price

For evaluation purposes only, the price of the bid will be determined as follows:

“1.3.1 The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.”

1.3.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

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 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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.

2.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience.

2.3 Former Public Servant in Receipt of a Pension

As per page 7, 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:

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

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

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this requirement.

PART 7- RESULTING CONTRACT

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

Title: STUDY OF APPROACHES TO DEFINE HAZARDOUS WASTE AND HAZARDOUS RECYCLABLE MATERIAL

1. 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 (2016-04-04) 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

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.

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”

2.2 Supplemental General Conditions

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

4007 2010-08-16 *Canada to own Intellectual Property Rights in Foreground*

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: to ***be disclosed at contract award.***

2.4 Non-Disclosure Agreement

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

3. Security Requirement

3.1 There is no security requirement applicable to the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract Award to **March 31, 2018** inclusive

4.2 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 5 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Joanne Plummer
Title: Contracting Officer
Environment Canada
NCR Procurement and Contracting
Finance Branch
200 Sacre Coeur
Gatineau, Quebec

Telephone: 819-938-9036

E-mail address: joanne.plummer3@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 (*To be disclosed upon contract award*)

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

To be determined at contract award

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 \$ _____ (*insert the amount at contract award*). Customs duties are included 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.

7.3 Time Verification

C0711C *2008-05-12* Time Verification

8. Invoicing Instructions

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.

8.1.1 The Contractor must submit invoices in accordance with Annex "B" Basis of Payments

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) *4007* Supplemental General Conditions 2010-08-16;

- (c) 2010B General Conditions [- Professional Services \(Medium Complexity\) 2016-04-04](#) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex D, [the signed Non-Disclosure Certification](#);
- (g) Annex E, Schedule of Milestones
- (h) the Contractor's bid dated _____,

ANNEX A

STATEMENT OF WORK

STUDY OF APPROACHES TO DEFINE HAZARDOUS WASTE AND HAZARDOUS RECYCLABLE MATERIAL

PURPOSE

The purpose of this study is to review options for defining hazardous waste and hazardous recyclable material under the *Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations* (EIHWHRMR) to incorporate new or emerging waste streams and substances; and chronic or long-term environmental and human health impacts from mismanagement of wastes.

BACKGROUND

Hazardous waste (HW) and hazardous recyclable material (HRM) are defined, for the purpose of export or import, under the *Export and Import of Hazardous Waste and Hazardous Recyclable Material Regulations* (EIHWHRMR). Since the development of these definitions in 1990's, the types of hazardous wastes and hazardous recyclables exported and imported have changed. The reduced life-span and increase rate of product upgrades means more types of hazardous waste and hazardous recyclable materials are being generated than before. The current definitions under the EIHWHRMR rely on the waste or recyclable material to undertake a disposal or recycling operation(s) and meet one or more of the following:

- a. Listed in Schedule 3 – Hazardous Wastes and Hazardous Recyclable Materials;
- b. Included in Transportation of Dangerous Goods Regulations – Classes 2 to 6, 8 or 9;
- c. Listed in Schedule 4 – F and K Lists and exhibits a Class 2 to 6, 8 or 9 characteristic;
- d. Contains substance listed in Schedule 5 – Environmentally Hazardous Substances at or above specified concentrations;
- e. Contains substance listed in Schedule 6 – Leachate Test and Regulated Limits at or above specified concentrations determined in accordance with Method 1311;
- f. Listed Schedule 7 – P and U Lists where the substance is pure or is the only active ingredient and is unused; or
- g. Defined as hazardous under the legislation of the country receiving it and is prohibited by that country from being imported or conveyed in transit.

The hazard characteristic used to define HW or HRM under the EIHWHRMR mainly rely on criteria defined by the *Transportation of Dangerous Goods Regulations* which captures immediate dangers during transport. Chronic long-term effects posed by HW and HRM are not necessarily taken into consideration under the current definitions. This review is required to help Canada adapt to evolving domestic and international classification systems for HW and HRM to ensure our definitions are up-to-date with representative hazard characteristics.

OBJECTIVES

The Objectives of the Work are:

1. To review approaches to define HW or HRM including substances and products of concern, either currently in use in other jurisdictions or proposed.
2. To identify options for a Canadian approach to defining HW and HRM which may include:
 - a. How to evaluate new substances/emerging waste streams and consideration of exclusions;
 - b. Updating existing schedules and exclusions (e.g. Schedules 3 to 8); and
 - c. How to incorporate waste or materials that pose long-term / chronic environmental and human health impacts in the EIHWHRMR.

STATEMENT OF WORK

For the purpose of this project the contractor shall complete the following tasks.

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1. Research and compile information on the approaches that other jurisdictions, in Canada and internationally, use or propose to use to define HW or HRM including substances and products of concern (e.g. E-waste, ELVs).
 - a. All provinces and territories
 - b. United States
 - c. European Union
 - d. Three (3) other countries. The final countries chosen are to be approved by the Environment Canada.

Examples of criteria used to define HW or HRM are found in Appendix A.

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2. Identify a minimum of three (3) practical options for a Canadian approach to defining HW and HRM which may include:
 - a. Process for evaluating new substances/emerging waste streams (e.g. Chemicals Management Plan, List of Toxic Substances Managed under Canadian Environmental Protection Act (Schedule 1), Existing Substances, New Substances etc.);
 - b. Existing hazard characteristics (e.g. Schedules 3 to 7);
 - c. Identify additional long-term environmental hazard characteristics to include in the EIHWHRMR which include chronic long-term effects;
 - d. Evaluating current and new exclusions; and
 - e. Establishing a review process.

A practical option is one that can be implemented in the Canadian federal regulatory context which includes the Canadian Environmental Protection Act, 1999 and the EIHWHRMR.

Each option should identify the pros and cons.

3. If there is insufficient information to complete task 2 based on the research performed in task1, provide (3) three innovative practical options that could be considered.
4. Summarize and synthesize the collected information into a report. All information collected and any other relevant information sources should be documented.
5. Bidders must identify the methodology they intend to use to determine the options for a Canadian approach to defining HW and HRM.
6. Given the budget for this project, it is not anticipated the Work will expand beyond a desktop exercise (e.g. research existing materials, consulting with experts).

The list of tasks is comprehensive, but may not necessarily be exhaustive. The Contractor is encouraged and expected to provide any additional information discovered during the contract period that is deemed relevant in fulfilling the objectives of this contract.

PROJECT TEAM

Bidders are encouraged to partner with specialists from academia, the private sector, and industry, as needed. Proposals will be evaluated based on the relevant experience and abilities (e.g., chemistry, waste experience, and regulatory experience) of the project team.

PROJECT DELIVERABLES

The deliverables for this project will include:

- a Progress Report that includes, at a minimum, a draft table of contents, a list of references and a summary of any information gaps or challenges (electronic copy);
- a first Draft Report including Objective 1 (electronic copy);
- a second Draft Report including both Objectives 1 and 2 (electronic copy); and
- a Final Report (electronic copy and one printed copy).

PROPOSED SCHEDULE

A conference call meeting will be held within two weeks of the contract being signed. Bidders shall plan on bi-weekly conference calls for the duration of the project.

The first draft report will be submitted no later than March 1st, 2017. Approximately three weeks will be allowed for Environment Canada to provide comments on the 1st draft report. The comments must be addressed by the contractor and incorporated into a revised report no later than March 31, 2017.

The second draft report will be submitted no later than September 30, 2017. Approximately three weeks will be allowed for Environment Canada to provide comments on the 2nd draft report. The comments must be addressed by the contractor and incorporated into a revised report no later than October 23, 2017.

The final report will be submitted no later than February 1, 2018. The final report, addressing comments provided by Environment Canada, will be submitted no later than March 1st, 2018.

PROJECT COST

Environment Canada has established funding for this project at a maximum amount of \$100,000.00 excluding GST.

The contract covers the period from date of award to March 31st, 2018.

PROPOSAL

Bidders must submit three (3) copies of their proposals which must include the following elements:

1. TECHNICAL COMPONENT

The proposal must include a statement of understanding of the work to be undertaken and why it has been requested. The proposal must present a detailed work plan and describe how the Contractor would carry out the tasks to achieve the project objectives. The proposal should include a description of the technical approach, methodology, work plan, draft table of contents and data sources to be used.

2. COMPANY EXPERTISE COMPONENT

The proposal must identify:

- The project team and alternate members to be assigned to the project and their contribution to the project, number of years' experience relating to chemistry and/or waste experience and/or regulatory experience and/or collecting data for research and analysis, their qualifications, a description of why they were chosen, and CVs for each team member and alternates.
- Staff experience and expertise directly relevant to the work, industry and sector.
- Significant company expertise directly related to the work (for prime and any sub-contractors).
- Daily or hourly rates of the project staff.
- The company's GST registration number or if exempt, proof of exempt status.
- Names and coordinates of three references.

The Bidder must provide at least three assessments of competency from previous clients of the firm and its team personnel and a description of two (2) projects or studies completed from January 2006 to bid closing in which the firm participated. The (2) projects or studies must be related to chemistry and/or waste management and recycling facilities. Each project description should be no more than one (1) page, and include the following:

- I. Project title, client name, industry sector.
- II. Planned and actual dollar values.
- III. Planned start and finish dates and actual start and finish dates.

- IV. Nature of services provided for the project or study, methodologies and approaches employed.
- V. Topics addressed.
- VI. Name of contact to validate information.

3. SCHEDULING COMPONENT

The proposal must include:

- A proposed schedule for deliverables.
- A breakdown of each project task which clearly identifies the time commitments of each member on the project team.
- The allocation of time between experienced and less experienced staff with respect to work involvement.
- The total time commitment of the project team.

4. COST COMPONENT

The cost quotation must identify the level of effort and estimated cost for each task in the workplan, the estimated cost of professional and support personnel, materials, travel, equipment, communications and supplies.

APPENDIX A

The following criteria listed below are provided as examples of the types of criteria used internationally to define HW or HRM, but is not limited to the following:

- i. Leachate Tests
 - a. Method 1311, Toxicity Characteristic Leaching Procedure
- ii. Transportation of Dangerous Goods
 - a. Hazardous Classification System in United Nations Recommendations
 - b. TDGR Classification (Classes 2-6, 8 and 9)
- iii. Hazard Properties
 - a. EU
 - b. Mexico
- iv. Basel Convention Annex II Characteristics – Hazard Classes
 - a. H10 – Liberation of toxic gases in contact with air and water
 - b. H11 – Toxic (Delayed or chronic)
 - c. H12 – Ecotoxic
 - d. H13 – Capable, by any means, after disposal, of which possesses any of the characteristics listed above (e.g. leachate toxic, pesticides)
- v. Persistence, Bioaccumulation and Inherently Toxic
 - a. Persistence and Bioaccumulation Regulations (SOR/2000-107)
- vi. Environmental Emergency Criteria
 - a. Environmentally Hazardous Substances
 - i. Persistence
 - ii. Bioaccumulation
 - iii. Aquatic Toxicity
 - iv. Ingestion Toxicity
 - v. Endocrine Disruptors
 - b. Physical Hazard
 - i. Combustibility
 - ii. Reactivity
 - iii. Hazardous Decomposition By-Products
 - c. Human Hazard
 - i. Carcinogenicity
 - ii. Inhalation Toxicity
 - iii. Dermal Toxicity
 - iv. Corrosion/Skin Irritation

ANNEX B
BASIS OF PAYMENT

Deliverables	Payment Amount (% of proposed contract value)	Target Date (from awarding contract)
1. Upon receipt of the 1 st draft report	15%	March 1, 2017
2. Upon receipt of the 2 nd draft report	40%	September 30, 2017
3. Upon receipt of the final draft report	45%	February 1, 2018

**ANNEX D
NON-DISCLOSURE CERTIFICATION**

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **5000025132** between Her Majesty the Queen in right of Canada, represented by the Minister of Environment, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

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

Signature

Date

**Annex E,
Schedule of Milestones**

Deliverables	Payment Amount (% of proposed contract value)	Target Date (from awarding contract)
2. Upon receipt of the 1 st draft report	15%	March 1, 2017
2. Upon receipt of the 2 nd draft report	40%	September 30, 2017
3. Upon receipt of the final draft report	45%	February 1, 2018