



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions –</p> <p>Walk-in submission : Environment Canada Queen Square Building 15th Floor Reception Area 45 Alderney Drive Dartmouth, Nova Scotia B2Y 2N6</p> <p>Courier/Mail Submission: Environment Canada Queen Square Building 16th Floor Mail Room 45 Alderney Drive Dartmouth, NS B2Y 2N6</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 Municipal Solid Waste Landfill Gas Capture and Use in Canada</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000025699</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2016-10-27</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2016-12-06</p>	<p>Time Zone – Fuseau horaire Atlantic Daylight Time (ADT)</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Carole Daigle - carole.daigle@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 902-426-0935</p>	<p>Fax No. – N° de Fax 902-426-2690</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2017-08-31</p>	
	<p>Destination - of Services / Destination des services See Herein</p>	
	<p>Security / Sécurité No Security Provisions Apply</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>	

TABLE OF CONTENTS

PART 1 – INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Insurance
3. Statement of Work
4. Standard Clauses and Conditions
5. Term of Contract
6. Authorities
7. Proactive Disclosure of Contracts with Former Public Servants
8. Payment
9. Invoicing Instructions
10. Certifications
11. Applicable Laws
12. Priority of Documents

List of Annexes:

- | | |
|---------|---------------------|
| Annex A | Statement of Work |
| Annex B | Basis of Selection |
| Annex C | Evaluation Criteria |
| Annex D | Basis of Payment |

PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex 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 (2016-04-04) 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"

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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 two (2) hard copies

Section II: Financial Bid one (1) hard copy

Section III: Certifications one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex D. 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 each task – as outlined in the Statement of 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.

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 Point Rated Technical Criteria

See Annex C – Requirements and Evaluation Criteria

1.3 Financial Evaluation

Bidder to Complete Annex D, Basis of Payment

1.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

2. Basis of Selection – Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all required points for the technical evaluation criteria to be declared responsive. The responsive bid having the best value will be awarded the contract – See Annex B, Basis of Selection.

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

3. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid:
Former Public Servant Certification – See pages 4-6.

PART 6 - RESULTING CONTRACT

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

1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

2. Insurance

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

The Contractor freely accepts and fully assumes all risks, dangers and hazards associated with the performance of the work under this contract and the possibility of third party and personal injury, death, property damage or loss resulting therefrom.

Without restricting the generality of the foregoing, the Contractor releases Her Majesty the Queen in right of Canada, Her Heirs, successors, officers, employees, servants, contractors and agents from all liability, and do hereby waive as against Her Majesty all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which the Contractor may suffer arising out of or connected with my Work under the Contract.

3. Statement of Work

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

4. 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.

4.1 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

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.

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2017 inclusive.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Carole Daigle
Contracting Officer
Environment Canada
45 Alderney Drive
Dartmouth, NS
B2Y 2N6
Telephone: 902-426-0935
E-mail address: carole.daigle@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.

6.2 Technical Authority

The Technical Authority for the Contract is: *(to be provided upon contract award)*

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.

7. 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.

8. Payment

8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the Basis of Payment at Annex D. Customs duties are not applicable, and Applicable Taxes are extra.

8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$(*to be determined*). 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.

9 Invoicing Instructions

9.1 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.

9.2 Schedule of Milestones

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

Payment Number	Deliverable Numbers	Firm Milestone Amount	Payment Date-Upon receipt of deliverables on or before:
1.	Deliverables 1 & 2	19% of contract value	March 3, 2017
2.	Deliverable 3	18% of contract value	March 31, 2017
3.	Deliverable 4	18% of contract value	April 28, 2017
4.	Deliverable 5	30% of contract value	July 7, 2017
5.	Deliverables 6, 7 & 8	15% of contract value	August 31, 2017

10. Certifications

10.1 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.

11. Applicable Laws

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

12. 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;

Request for Proposal 5000025699

- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) 2016-04-04
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Selection;
- (e) Annex C, Evaluation Criteria
- (f) Annex D, Basis of Payment
- (g) the Contractor's bid dated _____, (*to be determined*)

ANNEX A STATEMENT OF WORK

SW01 Purpose:

The municipal solid waste (MSW) sector can make a significant contribution to achieving Canada's goal to reduce greenhouse gas (GHG) emissions by 30% from the 2005 level by 2030.¹ The purpose of this work is to assess the potential to reduce landfill gas emissions from large Canadian MSW landfills and identify opportunities to utilize that landfill gas to further reduce GHG emissions by off-setting traditional forms of energy. The work will involve identifying and characterizing large MSW landfills (with and without existing landfill gas capture systems), assessing landfill gas capture potential and costs, and assessing landfill gas utilization potential and costs for a variety of possible uses. The work will require compilation, analysis and synthesis of individual MSW landfill assessments in terms of additional GHG reductions, cost implications and potential for energy generation. Environment Canada (EC) intends to use this information to inform the development of policies and potential risk management instruments related to landfill GHG emissions.

SW02 Background:

The waste sector accounts for about 3% of Canada's total GHGs and includes emissions from landfills, wastewater treatment and incineration. These emissions are largely associated with MSW landfill gas (about 82%). Trends in emissions from the sector show an 11% decrease from 28 Mt CO₂eq in 2005 to 25 Mt CO₂ eq in 2013, and further decreases projected to 21 Mt CO₂ eq by 2020 and 20 Mt CO₂ eq by 2030. This trend of emissions reductions is largely due to increases in landfill gas capture, with the largest reductions occurring in the provinces with regulations mandating landfill gas capture and flaring or utilization (BC, AB, MB, ON and QC).

In 2013, 33 Mt CO₂ eq of landfill gas was generated, 21 Mt CO₂ eq was emitted, and 12 Mt CO₂ eq was captured at 81 large MSW landfills, for a capture rate of about 36%.² About half of the gas captured was used (i.e. 5.7 Mt CO₂ eq, or a utilization rate of 18% of all landfill gas generated). The landfill gas capture rate is projected to reach about 53% by 2030, largely due to increased capture expected under regulations in BC and ON as these regulations come fully into force.

There are an estimated 1973 active landfills in Canada.³ This includes MSW landfills and construction, renovation and demolition waste sites. Note that EC does not have an inventory of all of these sites. However, a previous study commissioned by EC (2011) identified 88 large landfills, which represented about 75% of the total landfill gas generation in Canada. These large landfills were divided into three categories: 1) >5 million tonnes waste in place, open and receiving >40,000 tonnes/year, or closed <30 years; 2) 1 to 5 million tonnes waste in place, open and receiving >40,000 tonnes/year, or closed <15 years; and 3) <1 million tonnes waste in place, open and receiving >40,000 tonnes/year, and a future capacity of >1,000,000 tonnes. That study examined gas capture and utilization potential and costs in 2011, and will be provided to the Contractor as the starting point for this new work.

¹ Vancouver Declaration on Clean Growth and Climate Change, March 2016.

² Canada's 2015 UNFCCC Submission.

³ Giroux Environmental Consulting, 2014. State of Waste Management in Canada.

SW03 Objective:

1. To identify, characterize and assess large Canadian MSW landfills for their potential to achieve additional landfill gas recovery (capture, and flaring), including annual GHG reduction estimates, additional capital and operating and maintenance costs, and total cost per tonne of additional CO₂ eq reduction.
2. To assess a variety of potential landfill gas uses for large Canadian landfills, including their CO₂ eq displacement, energy generation potential, potential revenues, and capital and operation and maintenance costs.

SW04 Scope of Work:

The contractor shall complete the following tasks:

Task 1: Collect / update large MSW landfill data

Identify and characterize active and closed large Canadian MSW landfill sites that fall within the three categories defined in the Background section above. EC has information from 2011 on 88 large Canadian landfills that must be updated for this study. It should be noted that this is not necessarily an exhaustive list and the Contractor for this study must identify and assess any additional active and closed sites that fall within the defined categories. The information for each landfill shall include, but is not limited to the following:

Contact information:

- a. Name of landfill.
- b. Location (address and UTM coordinates).
- c. Name of owner/operator and contact information (e.g. telephone, email address).
- d. If applicable, name and contact information (e.g. telephone, email address) of landfill gas utilization system owner.

Background information:

- a. Date of opening and predicted year of closure.
- b. Quantity of waste landfilled per year (in tonnes).
- c. Quantity of waste in place (in tonnes).
- d. Landfill capacity (in tonnes).
- e. Average depth of waste in metres.
- f. Area of landfilled waste in hectares.
- g. Short description of the capping and leachate collection system.
- h. Annual average rainfall.
- i. Yearly and projected composition of waste in tonnes (by type of waste materials).
- j. Biodegradable waste (organics, paper products, etc.) diversion per year (tonnes).
- k. Whether or not the landfill is subject to provincial/territorial regulations.

Description of existing landfill gas collection system:

- a. Landfill gas collection system design (e.g. number of wells, trenches, blowers, flares, spacing).
- b. Quantities of landfill gas captured, flared or utilized in cubic feet per minute and tonnes of CO₂ eq.
- c. Average methane concentration.
- d. Quantity of potential additional CH₄ capture or flare/use (in tonnes of CO₂ eq).

Task 2: Develop curves of landfill gas generation potential

Model landfill gas generation for each landfill, including but not limited to the following:

- a. Landfill gas generation curves for each landfill based on site-specific conditions using the Scholl Canyon model or other suggested model to the year 2067 (in cubic feet per minute).
- b. The current landfill gas capture rate identified on the curve as well as the potential additional capture.

Task 3a: Assess potential for additional landfill gas capture and flaring

Assess landfill gas capture potential and associated costs, for each landfill, including but not limited to the following:

- a. Maximum potential additional landfill gas capture (i.e. technically achievable).
- b. Associated costs presented in terms of capital and operation and maintenance.
- c. Cost per tonne of CO₂ eq reduction.
- d. Cost per tonne of waste.
- e. Percentage of the total cost of the landfill operation.

Task 3b: Assess potential for additional landfill gas utilization

Assess landfill gas utilization potential and costs for a variety of potential uses, for each landfill, including but not limited to the following:

- a. Whether the landfill could support utilization and the variety of technically achievable options for that landfill (e.g. electricity, direct use in vicinity, gas treatment to pipeline quality), including a supporting rationale and identifying potential barriers.
- b. Additional electrical generation potential in MW or equivalent in energy for fuel use.
- c. CO₂ eq displacement from landfill gas utilization.
- d. Capital cost of additional landfill gas utilization for each of the potential uses identified for that landfill.
- e. Annual O&M costs for additional landfill gas utilization for each of the potential uses identified for that landfill.

Task 4: Analysis and reporting

Synthesize and analyse the information collected and developed in Tasks 1, 2 and 3 in a written report and presentation. The report should also include the following information, as a minimum:

- a. Map identifying the location of the MSW landfill sites and provide UTM coordinates for each site.
- b. Tables of potential additional reduction in CO₂ eq presented by provinces/territories, by quantities of GHG reductions, by cost per tonne of CO₂ eq reduction, by landfill size, and by currently regulated versus non-regulated landfills.
- c. Overall tables for potential additional landfill gas utilization and CO₂ eq displacement.

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

SW05 Deliverables and Schedule:

- 1) Draft table of contents for the report and detailed summary of the methodology and data sources that will be used to carry out the work;
- 2) Progress report for Task 1;
- 3) Progress reports for Tasks 1 & 2;
- 4) Progress reports for Tasks 1, 2 & 3;
- 5) Complete draft final report;
- 6) Complete final report;
- 7) Final report, a summary version of the final report containing no confidential information; and,
- 8) PowerPoint 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.

Deliverables 2, 3 and 4: The progress reports for Tasks 1, 2 and 3 are intended to reveal the information acquired and the progress achieved for the draft final report.

Deliverables 5 and 6: Draft and final versions of the report will be presented 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. Data sources must be clearly and appropriately referenced throughout the draft and final reports using a bibliography.

Deliverable 7: A summary version of the final report containing no confidential information.

Deliverable 8: A presentation summarizing the information collected and developed, and the main findings and conclusions of the work.

When appropriate, the Contractor will provide a separate document responding to EC's comments on any of the deliverables.

The Contractor will provide deliverables 1 to 7 as electronic files in Microsoft® Word and in PDF format, as well as three (3) bound hard copies of deliverable 7. Deliverable 8 will be provided in electronic format using Microsoft® Office PowerPoint.

DELIVERABLE SCHEDULE:

A project initiation conference call will be held as soon as possible after the contract is awarded.

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

Schedule of Deliverables	
Deliverable Numbers – as per the Statement of Work and Deliverables and Schedule	Date Due On or Before:
1	February 3, 2017
2	March 3, 2017
3	March 31, 2017
4	April 28, 2017
5	July 7, 2017
6	August 31, 2017
7	August 31, 2017
8	August 31, 2017

SW06 ACCEPTANCE

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

SW07 Travel:

The work is to be performed at the Contractor's Site. Travel is not required.

SW08 Language:

The deliverables, all correspondence, and communication are to be completed/conducted in English.

ANNEX B BASIS OF SELECTION

A contract will be awarded based on best value taking into account technical merit and price for proposals. The proposal must receive a minimum required number of points as indicated for each criteria and an overall technical score of 62 points or more. If no acceptable bids are received, Environment Canada has the right to not award this contract.

The technically responsive proposal that obtains the highest combined rating of technical merit and price (e.g. adding the technical score with the financial score to result in a Total Score) will be recommended for award of a contract.

The total possible technical score is 70 while the total financial score is 30. Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the highest technical score with a total estimated cost not exceeding the maximum budget will be recommended for award of a contract.

For each proposal:

Calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 70.

$$\text{TECHNICAL SCORE} = \frac{\text{Bidder's TECHNICAL SCORE}}{\text{Total Possible TECHNICAL SCORE}} \times 70 \text{ points}$$

Calculation of Financial Score: the financial score is calculated by giving full points (30) to the lowest priced responsive proposal (based on the proposal's **Total Estimated Cost**) and prorating all other responsive proposal financial scores accordingly.

The calculation used to determine points for all other Bidders (other than the lowest) will be Lowest TOTAL ESTIMATED COST (\$) divided by Bidder's TOTAL ESTIMATED COST, multiplied by 40 points, as follows:

$$\text{FINANCIAL SCORE} = \frac{\text{Lowest TOTAL ESTIMATED COST (\$)}}{\text{Bidder's TOTAL ESTIMATED COST (\$)}} \times 30 \text{ points}$$

Calculation of Total Score:

[Bidder's **TECHNICAL SCORE** (out of 70 points)] + [Bidder's **FINANCIAL SCORE** (out of 30 points)]
= Bidder's **TOTAL SCORE** (out of 100 points).

ANNEX C TECHNICAL EVALUATION CRITERIA

EVALUATION CRITERIA (Point Rated Criteria):

The proposal will be evaluated according to the below Point Rated Criteria Table. For ease of evaluation, the Contractor is encouraged to prepare the proposal in the following format:

- Section 1: Overview and understanding of project requirements
- Section 2: Overall research approach, detailed description of the methodology to be used to undertake research and analysis, and workplan
- Section 3: Project team/project manager's experience
- Section 4: Time allocation, schedule and costs

1. Technical Component

The proposal should include a statement of understanding, not to exceed two pages in length, of the work to be undertaken and why it has been requested. The proposal should present a detailed work plan and describe how the Contractor would carry out the tasks to achieve the project objectives. The proposal should also include a description of the technical approach, methodology, work plan and data sources to be used.

2. Company Expertise Component

The proposal should clearly identify:

- The Project Manager.
- Up to three (3) Key Team Members and the tasks that they will be assigned.
- Other staff to be assigned to the project and a brief description of their contribution.
- For each project team member:
 - Number of years of experience.
 - A list of projects they contributed to that are directly relevant to the work, industry and sector, including a brief description of their role and contribution.
- The company's GST registration number or if exempt, proof of exempt status.

The Bidder should provide a description of five (5) projects or studies completed in the last 10 years in which the firm participated, related to: quantification of landfill gas generation; estimation of landfill gas capture and utilization potential; and estimation of landfill gas capture and utilization costs. Each project description should be no more than one (1) page, and include the following:

- Project title, client name, industry sector.
- Verification project was completed within proposed budget
- Planned start and finish dates and actual start and finish dates.
- Nature of services provided by the Bidder for the project or study, methodologies and approaches employed.
- Topics addressed.
- Name of project manager and key project team members and their roles in the project.
- Name of contact to validate information.

- Lessons learned.

It is recognized that the combination of skill sets required to complete this work may not reside within one company; therefore, the formation of a consortium of companies and experts could be an asset.

3. Scheduling component

The proposal should include:

- A proposed schedule for deliverables.
- A breakdown of each project task, clearly identifying the time commitments of each member of the project team.

4. POINT RATED CRITERIA

The proposal must receive the minimum required number of points as indicated for each criteria and an overall score of 62 points or more.

1. UNDERSTANDING OF THE REQUEST FOR PROPOSAL	
Minimum score required: 6 points Maximum score: 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. METHODOLOGY, WORK PLAN AND PROJECT SCHEDULE	
Minimum score required: 30 points Maximum score: 50 points	
a. Methodology	(Max. 30)
The methodology is clear, logical, and 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; challenges are identified and addressed	12
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
3. EXPERIENCE AND QUALIFICATIONS OF PROPONENT AND PROJECT TEAM MEMBERS	
Minimum score required: 26 points	
Maximum score: 40 points	
a. Proponent's experience on up to five (5) projects relevant* to this scope of work	(Max: 15)
Excellent demonstrated experience related to the subject	15
Very good demonstrated experience related to the subject	12
Satisfactory demonstrated experience related to the subject	10
Not sufficient demonstrated experience related to the subject	0

b. Project Manager’s experience in leading projects relevant* to this scope of work and demonstration of successful achievement	(Max. 10)
Project manager has 5 or more relevant and successful projects	10
Project manager has 3 or 4 relevant and successful projects	8
Project manager has 1 or 2 relevant and successful projects	6
Project manager has not demonstrated success on relevant projects	0
c. Experience of up to three (3) Key Team Members with projects relevant to this scope of work	(Max: 15)
Each key team members has at least 5 or more relevant projects	15
Each key team member has at least 3 or 4 relevant projects	12
Each key team member has at least 1 or 2 relevant projects	10
Key team members have not demonstrated success on relevant projects	0

*Relevant projects are considered projects closely connected or appropriate to the work required on the Statement of Work. Environment Canada has sole discretion to determine if projects are relevant for evaluation purposes.

**ANNEX D
BASIS OF PAYMENT**

The period of the Contract is from date of Contract to August 31, 2017 inclusive.

The maximum budget for this contract is \$150,000.00

Proposals exceeding the maximum budget, (including all labour and associated costs will not be considered. (Applicable taxes are not included.)

The price proposal should indicate a detailed breakdown of the total quoted price. The price proposal should address each of the following as applicable:

- (a) Labour
- (b) Equipment
- (c) Supplies

Payments will be made, after receipt of deliverables and approval by the Technical Authority, in accordance with the Schedule of Milestones (9.2), after submission of invoices with the contractor's full name and address, details of tasks completed, business number (if applicable) and cost breakdown.

Quotation for the Purpose of Submitting a Bid:

The Bidder is to supply a per day charge which includes all requirements as set out in the Statement of Work.

Contractors should consider all costs in their Financial Proposal.

The daily charge should reflect all expenses related to the contract for deliverable quoted. The Bidder is to submit milestone invoices which reflect the number of days for each deliverable:

**ANNEX D
BASIS OF PAYMENT**

Tables to be completed by bidder:

Milestone Payments	Deliverable Numbers – as per the Statement of Work and Deliverables and Schedule	Date Due On or Before:	Per Diem Rate	Number of Days	Fee Amount
1	1	February 3, 2017			
1	2	March 3, 2017			
2	3	March 31, 2017			
3	4	April 28, 2017			
4	5	July 7, 2017			
5	6	August 31, 2017			
5	7	August 31, 2017			
5	8	August 31, 2017			

TOTAL FEES: _____ (taxes not included)