



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Environment Canada (BIDS)</b> <a href="mailto:Reg.Landry@canada.ca">Reg.Landry@canada.ca</a></p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></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><b>SOUSSION À: ENVIRONNEMENT CANADA</b></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><b>Title – Titre: Persistent Organic Pollutants in the Canadian Waste Sector</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000025991</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2016-11-17</b></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b> 2016-12-29 at – à 2:00 P.M. on – le</p>	<p><b>Time Zone – Fuseau horaire</b>  DST</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Reg Landry</p>	
	<p><b>Telephone No. – N° de téléphone</b> 819-938-3064</p>	<p><b>Fax No. – N° de Fax</b> 819-938-4855</p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2017-03-31</b></p>	
	<p><b>Destination - of Services / Destination des services</b></p> <p><b>Ashley Hui</b> Waste Reduction and Management Division Environment and Climate Change Canada 351 St. Joseph Blvd Gatineau, Quebec K1A 0H3 Canada</p>	
	<p><b>Security / Sécurité</b> <b>Reliability Status</b></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>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)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

**1.1** There is a **Reliability Status** security requirement associated with this requirement.

### **2. Statement of Work**

The Work to be performed is detailed in Annex “A” Statement of Work.

### **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 (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”

**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 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:

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 (\_\_1\_\_ soft copy)

Section II: Financial Bid (\_\_\_1\_ soft copy)

Section III: Certifications (\_\_1\_\_ soft copy)

Section IV: Additional Information (\_1\_\_ soft copy)

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**



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

### 1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for 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 3.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

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

#### 1.2 Technical Evaluation

##### 1.2.1 Mandatory Technical Criteria

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.

<b>Mandatory Requirements</b>	Is the requirement met (yes/no)?
The Project Manager must have previous experience working on relevant projects related to the life-cycle management of chemical substances and analyzing or developing mass flows	
The Project Manager and his/her work premises must have security clearance to process <b>PROTECTED</b> information	

<b>MF-1 Financial Criteria</b>	Is the requirement met (yes/no)?
Environment Canada has established funding for this project at a maximum amount of <b>\$200,000</b> (in Canadian dollars) – excluding GST – for professional services, including those of the external reviewers, associated costs and travel expenses.	

## 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.

### Technical/Management components

Criteria	Factor	Score Ranges
<b>UNDERSTANDING OF THE REQUEST FOR PROPOSAL (MAX: 10 POINTS) MINIMUM REQUIRED: 6 POINTS</b>	<b>Does the proposal indicate a clear and logical understanding of the Work?</b> The proposal demonstrates the Bidder has a poor understanding of the Work and will not satisfy the Terms of Reference.	2
	The proposal demonstrates the Bidder has a weak understanding of the Work.	4
	The proposal indicates that the Bidder has a satisfactory understanding of the Work.	6
	The proposal indicates that the Bidder has a very good understanding of the Work.	8
	The proposal clearly indicates the Bidder has an excellent understanding of the Work	10
<b>APPROACH, METHODOLOGY, WORKPLAN (MAX. 60 POINTS) MINIMUM REQUIRED: 40 POINTS</b>	<b>Is the approach and methodology well developed, clear and logical?</b> The approach and methodology are poorly developed and many elements are missing.	4
	The approach and methodology are weak, lack clarity and a few elements are missing.	8
	The approach and methodology are satisfactory, clear and the elements are identified.	12
	The approach and methodology are well developed and clear, all the elements are identified however not presented logically.	15
	The approach and methodology are sound, efficient and very clear, all the elements are clearly identified and presented logically.	18
		20

	<p>The approach and methodology are very well presented, very clear, all the elements are clearly identified and logical.</p> <p><b>Are the steps identified in the work plan clearly presented?</b></p> <p>Steps are missing and challenges are not identified nor addressed.</p> <p>Steps are identified but not well defined and challenges are either not identified nor addressed.</p> <p>Steps are identified, logical and challenges have been identified but not addressed.</p> <p>Steps are clearly identified, logical and challenges have been identified and addressed</p> <p>All the steps in the approach are very clearly identified, logical and challenges are clearly identified and addressed.</p>	<p><b>Max. 20</b></p> <p>5</p> <p>10</p> <p>15</p> <p>18</p> <p>20</p>
	<p><b>Does the proposed workplan allocate resources (level of efforts and expertise) in an effective way to meet the stated objectives?</b></p> <p>The proposed workplan does not allocate the resources in a way to meet the objectives.</p> <p>The proposed workplan allocates the team expertise but not effectively.</p> <p>The proposed workplan allocates satisfactorily the team expertise to meet the stated objectives.</p> <p>The proposed workplan allocates effectively the team expertise to meet the stated objectives.</p> <p>The proposed workplan allocates very effectively the resources to meet the stated objectives.</p>	<p><b>Max: 20</b></p> <p>5</p> <p>10</p> <p>15</p> <p>18</p> <p>20</p>
<p><b>PROJECT TEAM EXPERIENCE (MAX. 30 POINTS) MINIMUM REQUIRED: 20 POINTS</b></p>	<p><b>Do the number of relevant project experience from team members make the bidder well suited to complete the assignment?</b></p> <p>Less than 5 relevant projects</p>	<p><b>Max: 15</b></p> <p>5</p>

	6 - 7 relevant projects	10
	More than 8 relevant projects	15
	<b>Does the Project Manager have the appropriate experience and skill set to manage projects of this nature?</b>	<b>Max: 15</b>
	Less than 3 relevant projects	5
	4 - 5 relevant projects	10
	More than 5 relevant projects	15
<b>Total Possible Points</b>		<b>100</b>

**Equation 1:**

$$\text{Total Points} = \frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 70 + \frac{\text{Lowest Bidder's Price}}{\text{Bidder's Price}} \times 30$$

**Example:**

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 71.1$	$(30,000 \div 30,000) \times 30 = 20$	$71.1 + 20 = 91.1$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 75.6$	$(30,000 \div 40,000) \times 30 = 15$	$75.6 + 15 = 90.6$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 80$	$(30,000 \div 35,000) \times 30 = 17.1$	$80 + 17.1 = 97.1^*$

\*In this example, Bidder C will be recommended for award of the contract.

**1.3 Financial Evaluation**

**1.3.1 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 (highest technical merit with the evaluated price within the budget)**

**For a proposal to be deemed technically compliant, a bid must:**

- a)** comply with all the requirements of the bid solicitation;
- b)** meet all of the mandatory criteria;
- c)** obtain the required minimum in **EACH** of the Technical Evaluation Criteria which are subject to point rating.

Bids not meeting **a) or b) or c)** will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

**In the event of a tie for the Technical Score, the contract will be awarded to the lowest financial offer.**

## **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.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

## **2. Additional Certifications Required Precedent to Contract Award**

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

### **2.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **2.2 Education and Experience**

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

## **PART 6 - RESULTING CONTRACT**

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

1.1 There is a **reliability status** security requirement associated with this request.

## 2. **Statement of Work**

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

## 3. **Standard Clauses and Conditions**

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

### 3.1 **General Conditions**

2010B (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."

## 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.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

Telephone: 819-938-3064

E-mail address: [reg.landry@canada.ca](mailto:reg.landry@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

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 PWGSC SACC Manual clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department.

## 8 Invoicing Instructions

### 8.1 Milestone Payments

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

### 8.2 Project Schedule

Table 2 outlines the proposed project schedule including timelines/deadlines for milestones and deliverables. All deliverables are subject to the acceptance and/or approval of the Departmental Representative.

The work will commence upon contract award and all deliverables will be transferred to the Departmental representative in their final form no later than March 31, 2018.

Table 2: Project deliverables and schedule

Deliverable		Schedule
-	Project Kick-off Meeting	Within 2 weeks after contract award

1	Draft Partial Report <i>Progress Update Meeting</i>	Within 12 weeks after contract award
2	Final Partial Report <i>Progress Update Meeting</i>	Within 20 weeks after contract award or March 31, 2017
3	Draft Full Report <i>Progress Update Meeting</i>	Within 30 weeks after contract award
4	Final Report	Within 45 weeks after contract award

### General Instructions for Deliverables

- All documents, reports, notes and correspondence generated by the contractor during the course of this project shall be in English.
- All documents and reports shall be compatible to the Microsoft Office Suite for Windows.
- Materials should be developed in a reader and user-friendly format targeted toward an audience with a wide range of experience, education, and varying knowledge of the sector.
- Existing information gaps and uncertainties shall be identified throughout the report.
- All sources of information are to be documented.

**Acceptance of deliverables:** Reports and correspondences produced by the contractor will be subject to review and approval by the Departmental Representative or designated persons. All work is to be performed to the satisfaction of the Departmental Representative.

## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

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

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s).*)

## ANNEX A

### STATEMENT OF WORK

#### PERSISTENT ORGANIC POLLUTANTS IN THE CANADIAN WASTE SECTOR

##### PURPOSE

The purpose of this project is to assess to what extent persistent organic pollutants (POPs) are currently released into the environment through waste management operations in Canada and to evaluate the need for and feasibility of addressing those releases, for example by implementing the Stockholm Convention's<sup>1</sup> low POP content<sup>2</sup> in Canada.

The information acquired through this study will inform Environment and Climate Change Canada's (ECCC) views on the low POP content definitions of selected POPs listed in the Annexes of the Stockholm Convention and as determined by the Basel Convention<sup>3</sup>. The information will also help equip ECCC to better engage internationally on discussions related to defining low POP content.

##### BACKGROUND

ECCC exercises responsibilities with respect to international and interprovincial movements of hazardous waste and the release of substances listed on Schedule 1 (later referred to as "toxic substances") of the Canadian Environmental Protection Act (CEPA) into the environment from the waste sector. ECCC represents Canada in the work of the Basel Convention.

The production, use and release of many toxic substances are strictly controlled in Canadian legislation to prevent them from entering into the environment. However, some of these controls do not extend to the importation of products that may contain these substances and the products already in circulation when they become waste. As a result, these substances can be found in a range of waste streams.

The implementation of low POP content values is one approach established internationally that seeks to address the release of POPs from waste management activities and prevent further re-distribution of POPs in a growing number of products. Wastes containing POPs at a concentration above the established low POP content value must be sent to final destruction. In other words, the low POP content can be

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<sup>1</sup> The Stockholm Convention on Persistent Organic Pollutants

<sup>2</sup> According to the Stockholm Convention Article 6 (d) (ii): Parties shall take appropriate measures so that such wastes, including products upon becoming wastes, are: "Disposed of in such a way that the persistent organic pollutant content is destroyed or irreversibly transformed so that they do not exhibit the characteristics of persistent organic pollutants or otherwise disposed of in an environmentally sound manner when destruction or irreversible transformation does not represent the environmentally preferable option or the persistent organic pollutant content is low..."

<sup>3</sup> The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal

understood as a threshold or limit that determines how wastes containing these substances should be treated.

The Basel Convention adopted provisional definitions for low POP content for many of the substances listed in the Annexes of the Stockholm Convention, and is in the process of establishing definitions for recently listed ones. In some cases, two provisional definitions exist because parties could not agree to a single value. With new POPs being listed in the Stockholm Convention, ECCC needs to be able to assess their implications on waste management in Canada.

In light of Canada's international commitments, ECCC is interested in conducting a study to evaluate the presence and release of selected POPs (see Table 1) in wastes that are managed in Canada. This project intends to gather the necessary information to determine where and to what degree POPs are being released from waste management in Canada. This project will (1) help ECCC understand the potential for release of POPs from products, waste and recycling activities; and (2) explore how to address potential releases, for example, through the implementation of the low POP content definitions adopted by Basel Convention and defined in the Technical Guidelines for the Environmentally Sound Management of Wastes Consisting of, Containing or Contaminated with Persistent Organic Pollutants.

## OBJECTIVES

The objectives of this work are to:

- Depict, from a life-cycle perspective, the flow of POPs in the Canadian economy as well as the flow of materials containing these POPs from manufacture/import to end-of-life management including final disposal and recycling;
- Determine the need for managing the potential release of POPs from waste management activities by compiling existing knowledge on the ability of current waste treatment practices<sup>4</sup> to prevent POPs from entering the environment and the influence of the legislative framework and relevant policies and programs on the management of POPs;
- Assess options for addressing the release of POPs from waste management activities and their feasibility, and identify key considerations in the determination of possible action on POPs in Canada.

## STATEMENT OF WORK

Table 1: POPs to be assessed for this study as listed in the Annexes of the Stockholm Convention

POP	Stockholm Convention Annex	Provisional Low POP content* (mg/kg)
1. Perfluorooctane sulfonic acid, its salts	B	50

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<sup>4</sup> E.g. landfilling, incineration, and recycling

and perfluorooctane sulfonate (PFOS)		
2. Hexabromocyclododecane (HBCD)	A	100 or 1000
3. Polybrominated diphenyl ethers (PBDEs) – decaBDE, commercial pentaBDE and commercial octaBDE	A	50 or 1000 as a sum
4. Hexachlorobutadiene (HCBd)	A	N/A** 100 (proposed by the EU)

\*These are the provisional definitions adopted by the Basel Convention. Two values were adopted for HBCD and PBDEs because parties could not agree to a single definition.

\*\*A low POP content for HCBd has not been established. The EU has proposed 100mg/kg.

### **Part 1: Background**

The goal of Part 1 is to depict, from a life-cycle perspective, the flow of POPs in the Canadian economy as well as the flow of materials containing these POPs from manufacture/import to end-of-life management including final disposal and recycling.

The contractor shall, at a minimum, based on existing literature and information in the ECCC/Health Canada Screening Assessment Reports developed for each substance listed in Table 1:

1. Compile necessary data to build:
  - a. A diagram of the flow of **substances** contributing to the sources (e.g. automotive sector) of POPs in Canada. The diagram should account for the quantities of POPs from their manufacture, import, to their use as a pure substance, use in products, including their release into the environment and their export from Canada.
  - b. A diagram of the flow of **materials** (e.g. upholstery) containing POPs contributing to the sources of POPs in waste management in Canada. For example, for each type of product containing POPs, account for their distribution, use, releases, and their ultimate route to final disposal including recycling and export.
2. Identify any information/data gaps and propose an approach and/or methods that will be applied in this project to address them in order to complete the life-cycle flows.
3. Include any other pertinent information.

### **Part 2: Current situation**

The goal of Part 2 is to determine the need for managing the potential release of selected POPs from waste management activities by compiling existing knowledge on the ability of current waste treatment practices to prevent POPs from entering the environment and the influence of the legislative framework and relevant programs and policies in Canada on the management of POPs.



1. Based on the substance and material flow analyses provide an overview of the quantities of each POP and products containing them that are being dealt with by waste management facilities in Canada. This overview should answer the following questions for each POP:
  - a. Which are the main industry sectors that are contributing POPs to waste, in what quantities and how are these wastes currently treated (e.g. landfills, incineration, recycling, exported for treatment)?
  - b. How do POPs behave in the different waste treatment operations? Are there any releases or potential for releases, and in what approximate concentrations?
  - c. What is the ability of current waste treatment operations (e.g. landfilling, recycling, incineration) to contain or destroy POPs contained in wastes?
2. Provide an overview of the legislation, programs and policies in Canada that address POPs or wastes/products containing them:
  - a. Explain any international requirements and existing federal and provincial/territorial legislation, policies, and programs that apply to the management of POPs in wastes/products.
  - b. How do these requirements currently influence the management of POPs in wastes? For example, provincial extended producer responsibility (EPR) regulations exist for various product categories – what quantities of relevant wastes containing POPs are being collected through EPR programs for diversion rather than destruction?
3. Based on findings, conclude on the need for addressing the release of POPs in waste management.
4. Identify information gaps.

### **Part 3: Addressing the release of POPs from the waste sector**

The goal of Part 3 is to assess the feasibility of addressing the release of selected POPs from waste management activities and identify key considerations in determining possible action on POPs in Canada.

The contractor shall, at a minimum, for each POP in Table 1:

1. Assess the impacts on the various considerations identified below of implementing a threshold/limit (e.g. low POP content definitions - see Table 1) at different concentrations as appropriate. For example, what are the environmental, health, economic, waste management, and legislative impacts of implementing a low POP content of 10ppm, versus 100ppm, versus 1000ppm for HCBd?
  - a. Environment: effectiveness in eliminating POPs
  - b. Human health: exposure and hazard risk

- c. Economic: added costs for changes to waste management practices
  - d. Current waste management practices: implications for the recycling industry, landfilling and incineration capacities
  - e. Legislative: conflicting requirements
2. Assess to what extent requirements to destroy chemicals in waste conflict with the goals of a circular economy, including maximizing reuse and recycling.
  3. Provide conclusions on the overall need and feasibility of addressing the release of POPs from waste management, and identify key considerations in the determination of possible action on POPs in Canada.

**Information sources** should include published materials, and publically available government and industry information.

## **DELIVERABLES AND SCHEDULE**

### **Project Kick-off Meeting**

- Discuss the proposed plan to carry out this project and expectations;
- Discuss any uncertainties and proposed solutions;
- Agree on final approach to undertake the work and communication channels.

### **Deliverable 1: Draft Partial Report**

The contractor must submit a Draft Partial Report to the Departmental Representative containing the following:

- A draft table of contents for the report and a summary of the proposed methodology
- Part1 Background for at least two of the four groups of substances in Table 1
- Part2 Current Situation for at least two of the four groups of substances in Table 1
- Information gaps

ECCC will review and provide comments/feedback to the contractor no later than 3 weeks after receipt of the Draft Partial Report.

### *Progress Update Meeting*

The contractor shall schedule a time to provide a progress update to the Departmental Representative by teleconference at the completion of this first deliverable.

### **Deliverable 2: Final Partial Report**

The Contractor must submit a Final Partial Report to the Departmental Representative containing the following:

- Part 1 Background for all substances in Table 1
- Part 2 Current Situation for all substances in Table 1
- Information gaps

ECCC will review and provide comments/feedback to the contractor no later than 2 weeks after receipt of the Final Partial Report.

*Progress Update Meeting*

The contractor shall schedule a time to provide a progress update to the Departmental Representative by teleconference at the completion of this first deliverable.

**Deliverable 3: Draft Full Report**

The contractor must submit a Draft Final Report to the Departmental Representative containing the following:

- An updated and revised Second Partial Report
- All results, data, methods, assumptions and analysis
- Part 3 Implementation of the low POP content
- Reference List

ECCC will review and provide comments/feedback to the contractor no later than 4 weeks after receipt of the Draft Final Report.

*Progress Update Meeting*

The contractor shall schedule a time to provide a progress update to the Departmental Representative by teleconference at the completion of this second deliverable.

**Deliverable 4: Final Report**

The contractor must submit a Final Report to the Departmental Representative.

- The Final Report, including a version without Confidential Business Information (as necessary), must take into account all items identified between the Departmental Representative and the contractor and all changes or additional information requested by ECCC.
- ECCC will provide final views no later than 2 weeks after receipt.
  - Final views are to be addressed by the contractor no later than 2 weeks after their receipt.
- An electronic copy in PDF format and MS Word format of the Final Report is to be submitted to the Departmental Representative.

## Annex B

### Basis of Payment

#### Method of Payment

#### Project Deliverables and Schedule

Deliverable		Schedule
-	Project Kick-off Meeting	Within 2 weeks after contract award
1	Draft Partial Report <i>Progress Update Meeting</i>	Within 12 weeks after contract award
2	Final Partial Report <i>Progress Update Meeting</i>	Within 20 weeks after contract award or March 31, 2017
3	Draft Full Report <i>Progress Update Meeting</i>	Within 30 weeks after contract award
4	Final Report	Within 45 weeks after contract award