



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et Changement Climatique Canada</p> <p>200 Sacre-Coeur Blvd., Gatineau, Quebec (Canada) K1A 0H3 Attn: Barry McKenna</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE 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 Environmental Management Practices Guidelines for the Management and Handling of Chemical Substances</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000032990</p>	
	<p>Date of Bid Solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-09-29</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 2017-10-19</p>	<p>Time Zone – Fuseau horaire EDT - HAE</p>
	<p>F.O.B – F.A.B See herein.</p>	
	<p>Address Enquiries to - Adresser toutes questions à Barry McKenna Barryjoseph.mckenna@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3464</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2018-03-30</p>	
	<p>Destination - of Services / Destination des services Place Vincent Massey 351 St. Joseph Blvd Gatineau QC K1A 0H3</p>	
	<p>Security / Sécurité There is no security requirement associated with this requirement.</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
7. Maximum funding

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

PART 6 - RESULTING CONTRACT CLAUSES

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

- Annex A Statement of Work
Annex B 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 Contractor must perform the Work described in the Statement of Work in Annex A.

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 (2017-04-27) 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 and Climate Change Canada (ECCC) 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 and Climate Change Canada”



At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change 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 and Climate Change Canada (ECCC) 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 no later than seven (7) 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 and Climate Change 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.

7. Maximum Funding

The maximum funding available for any Contract resulting from this bid solicitation is \$55,000.00 (excluding taxes). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.



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 hard copy and 1 soft copy in PDF format.

Section II: Financial Bid: 1 hard copy.

Section III: Certifications 1hard 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.

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. **The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained.** Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

1.2 Technical Evaluation – Mandatory Requirements

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.



1.2.1 Mandatory Technical Criteria

Bidders may propose a team of one or more resources to undertake the Work. For the purpose of the evaluation, “senior team members” are those resources that will be significant contributors to the deliverables.

MANDATORY TECHNICAL CRITERIA			
Item	Description	Met	Not Met
M1	<p>The Bidder must identify the proposed resource(s) to undertake the work. If the work will be carried out by a team a description of the team and its members must be provided. The description must</p> <ul style="list-style-type: none"> a) Identify each of the senior team members b) describe the roles and responsibilities of each team member and c) state which of the senior team members will be assigned the role of Project Manager. The Project Manager will be the primary point of contact with the Bidder and will be responsible for the conduct of the work. <p>The Bidder must provide a detailed résumé for EACH of the proposed senior resource(s), which clearly describes relevant descriptions of the resource’s work experience, academic qualifications, professional certifications and publications. The Bidder should bold-face or highlight the relevant areas in the resource résumés.</p>		
M2	<p>The Project Manager must possess a relevant engineering or science degree such as chemical engineering, mechanical engineering, environmental engineering, civil engineering, chemistry or environmental science from a recognized university.</p> <p>Proof of education must be provided upon request.</p>		
M3	<p>The Project Manager must demonstrate having been one of the main contributors on two (2) projects relevant to the Statement of Work completed within the past 8 years. Relevant projects are considered to be those that pertain to one or more of the industrial sectors covered by this contract and that focus on environmental issues.</p> <p>For each project, the bidder must provide, at a minimum:</p> <ul style="list-style-type: none"> • a brief description of the project, including objectives, • the duration of the project, • the proposed resource’s role, and • The contact information (name, title, telephone number and address) for the organization for which the project was performed. 		



MANDATORY TECHNICAL CRITERIA			
Item	Description	Met	Not Met
M4	<p>At least one proposed senior resource must demonstrate a minimum of 5 years' experience working in one or more of the industrial sectors covered by this contract. (This may be the Project Manager.)</p> <p>The Bidder must indicate how the resource's role will contribute to the Work to be performed.</p>		

PROPOSALS NOT MEETING THE ABOVE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.

1.2.2 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the Request for Proposal (RFP), will not be considered “demonstrated” for the purpose of this evaluation.

The Bidder should provide all relevant details for each point-rated requirement:

- project/ work description overview;
- relevance of the project/work to each point rated requirement;
- your roles and responsibilities, including your tasks;
- duration in time (e.g. months; years) and dates;
- name and description of client organization; and
- name and phone number of client.

Unless specified otherwise, the following General Rating Guideline rating scheme will be assigned to the Bidder’s written response to the individual rated criteria as follows:

Rating	Guideline	Points awarded
5	Outstanding response, rated area is dealt with in depth, requirement is exceeded , response is exceptional	100% of the available points for this element.
4	Rated area is well addressed	80% of the available points for this element
3	Rated area is satisfactorily addressed	60% of the available points for this element
2	Unsatisfactory response, rated area is partially addressed	40% of the available points for this element
1	Unsatisfactory response, rated area is minimally	20% of the available points for



	addressed	this element
0	Unsatisfactory response, rated area is not addressed	0% of the available points for this element

RATED EVALUATION CRITERIA		
Item	Description	MAXIMUM SCORE
Project Team Experience and Qualifications (R1 to R3) - Minimum 31/47points		
R.1	Project Manager Experience	
R1.1	<p>The Bidder should provide a description of up to two projects or studies pertaining to industrial sectors covered by this contract and clearly focusing on environmental issues where the proposed Project Manager was involved as a senior resource within the last eight (8) years.</p> <p>The project descriptions should include, at a minimum;</p> <ul style="list-style-type: none"> • a brief description of the project, including the industrial sectors addressed and the project's objectives, • the duration of the project, • the proposed manager's role and responsibilities in the project or study, and • the contact information (name, title, telephone number and address) for the organization for whom the project was performed. <p>Rating guide:</p> <p>A maximum of 4 points will be awarded for each project based on the relevance of the project, the length of the project and the responsibilities of the resource</p> <p>Note: The projects described in response to Mandatory Criterion M3 may <u>not</u> be used for this criterion.</p>	8
R1.2	<p>The Bidder should demonstrate that the proposed Project Manager has experience managing projects by submitting the description of up to 3 projects where the proposed Project Manager was responsible for the management of the project. Each project must have been completed within the last 8 years and have had a total level of effort of at least 100 working days.</p> <p>The project descriptions should include, at a minimum;</p> <ul style="list-style-type: none"> • a brief description of the project, including the industrial sectors addressed and the project's objectives, • the duration of the project, • the number of team members and their roles, • the total level of effort of the identified team members 	9



RATED EVALUATION CRITERIA		
Item	Description	MAXIMUM SCORE
	<ul style="list-style-type: none"> the proposed resource's role, and the contact information (name, title, telephone number and address) for the organization for whom the project was performed. <p>(Rating Guide: A maximum of three (3) points will be awarded for each project presented.</p>	
R2	<p>The Bidder should demonstrate the experience of the proposed team in the industrial sectors that are the subject of this work, preferably with environmental issues, and highlight the experience related to the management and handling of chemical substances. For each team member, the Bidder should provide the experience that the proposed resource has had within each of the identified sectors. The following information should be provided for each of the sectors identified:</p> <ul style="list-style-type: none"> Identification of the specific sector The description of the resource's role(s) in this experience Total number of months of experience in each sector that are the subject of this work (start and end dates) The description of the nature of this experience and, when applicable, the environmental issues addressed (relative to the items identified under the Scope of Work in the Statement of Work) <p>Points will be awarded based on the number of sectors covered, the total months of experience within each sector, the relevance of the experience to the Statement of Work and the variety of environmental issues addressed.</p>	20
R3	<p>The Bidder should demonstrate that the Project Team's members (excluding the project manager) each have academic training pertinent this contract. Proof of education must be provided upon request. Pertinent training would normally prepare for technical work in industry sectors covered by this contract and give a good understanding of the potential environmental issues.</p> <p>Points will be awarded based on the level achieved and the demonstrated relevance to the work required for this project.</p>	10
Project Approach and methodology (R4 to R5) - Minimum 20/30 points		
R4	The bidder should describe the technical approach, methodology, and data sources to be used to perform the work required.	
R4.1	The description of the approach and methodology will be awarded up to 5 points in accordance with the standard rating scheme.	5
R4.2	The Bidder should describe the advantages of the proposed approach and methodology.	5



RATED EVALUATION CRITERIA		
Item	Description	MAXIMUM SCORE
	The advantages will be awarded up to 5 points in accordance with the standard scheme.	
R4.3	The Bidder should describe the risks that may face the project and the mitigation strategies it will use for each. The risk and mitigation strategies will be awarded up to 5 points in accordance with the standard scheme.	5
R5	The Bidder should provide a workplan for the project which should include a breakdown of the steps required and the level of effort of each resource to complete the defined steps. The workplan will be awarded up to 15 points in accordance with the standard scheme taking into consideration its demonstration of the Bidder's understanding of the requirement, the level of effort required of each of the resources and the appropriate allocation of responsibilities and efforts among the team members.	15
Total		77

1.3 Financial Evaluation

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.

For evaluation purposes only, the price of the bid will be determined in accordance with the instructions in Annex B.

2. Basis of Selection

2.1 Basis of Selection - Highest Rated Within Budget

2.1.1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria; and
- (c) obtain the required minimum of 51 points overall for the technical evaluation criteria which are subject to point rating.

2.1.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.



- 2.1.3 The responsive bid obtaining the highest technical score with the evaluated price within the available budget will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 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) 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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT

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. 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."

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.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 30, 2018 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is: *(To be identified at Contract award)*

Name: _____
 Title: _____
 Environment and Climate Change Canada
 Procurement and Contracting
 Address: _____

Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

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

5.2 Technical Authority

The Technical Authority for the Contract is: *(to be identified at Contract award)*

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

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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

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 in Annex B – Basis of Payment 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. 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 _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

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) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*)

12. 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.

ANNEX A
STATEMENT OF WORK
Best Environmental Management Practices Guidelines for the Management and Handling of Chemical Substances

1. BACKGROUND

Through the Chemicals Management Plan (CMP), the Government of Canada takes action to identify and manage chemicals that are harmful to human health and/or the environment. The CMP has identified a significant number of substances of potential concern. Following such identification, Environment and Climate Change Canada (ECCC) and Health Canada initiates a process to determine the potential harm or danger a chemical substance can cause to human health and/or the environment, and the ways in which humans and/or the environment can be exposed to the substance.

If the substance is declared toxic under the *Canadian Environmental Protection Act, 1999* (CEPA), risk management measures are required. Such measures may include restrictions on production, use, import and sale, as well as preventive or control measures for the handling or potential releases of the substance. The purpose of the “*Best Environmental Management Practices Guidelines for the Management and Handling of Chemical Substances*” will be to identify and propose cost-effective measures to minimize the release from industrial facilities of the plastics, rubber and chemical industries for substances declared toxic to the environment.

This contract is requested by the Chemical Production Division which responsibilities include the risk management of substances found toxic under CEPA for the plastics, rubber and chemical industrial sectors.

2. OBJECTIVE

The purpose of this contract is to develop a “*Best Environmental Management Practices Guidelines for the Management and Handling of Chemical Substances*”, hereafter called the Guidelines. These Guidelines will facilitate the identification for plastics, rubber and chemical manufacturers, formulators and distributors, of potential sources of releases into the environment of substances used in their processes, and propose cost-effective means to minimize all potential releases.

3. SCOPE OF THE WORK

Within the plastics, rubber and chemical manufacturing industries, releases of substances that are of concern to human health or to the environment can originate from a variety of sources and activities within a facility (e.g. spill, leak, contact with water, equipment malfunction, contamination of floor areas) that can result in these substances leaving the facility through the industrial effluents, air emissions, contaminated clothing, vehicle tires and others. However, these releases can be mitigated, reduced or eliminated through the adoption of good practices related to the handling and storage of substances and the use of appropriate equipment.

The Guidelines will have to be applicable to manufacturers, formulators and distributors from the plastics, rubber and chemical industries which typically fall under North American Industry Classification (NAICS) codes 325 and 326. The Guidelines will have to cover the following NAICS codes:

- 3251 Basic Chemical Manufacturing
- 3252 Resin, Synthetic Rubber, and Artificial and Synthetic Fibers and Filaments Manufacturing
- 325991 Custom Compounding of Purchased Resins
- 3261 Plastics Product Manufacturing
- 3262 Rubber Product Manufacturing



The Guidelines to be developed will address releases of chemical substances in liquid, solid or gaseous form that may occur in a facility. This must include but is not limited to:

- Reception in the facility (delivery through any form of delivery containers, pressurized or not)
- Storage
- Handling and dispensing
- Spills, leaks and releases (from all steps from all operations that can be done in covered facilities, covered globally by generic approaches)
- Potential water contamination and industrial water disposal issues, including tank/container cleaning
- Air contaminant removal and dust collection
- Packaging and shipping
- Housekeeping
- Maintenance
- Waste reduction, collection and disposal, including empty containers
- Training, directives and documentation requirements

The Guidelines will specifically cover activities related to handling, storage, dispensing, disposal, tank/container cleaning and mixing of substances within an industrial facility. Outside of these basic industrial activities, emission issues linked to a single particular industrial process are not to be covered specifically. The Guidelines must also include general procedures addressing potential releases such as those from spills, leaks, water contamination, dust collection, as well as preventive actions such as housekeeping, maintenance and training. These general procedures must be written to address potential releases from all industrial processes covered by this contract, not only the activities listed above that are to be specifically covered. For example, processes such as thermal cracking, chemical synthesis, fermentation, distillation and solvent extraction are not to be covered specifically, but are to be covered by these general procedures.

The Guidelines will not address:

- Releases of specific chemical substances that may require customized mitigation measures,
- Transportation of a substance outside of the facility (i.e. pipeline, truck or train),
- Workplace safety and health issues which are managed under other (e.g. provincial) jurisdictional authorities and legislation.

The best practices to be presented in the Guidelines may include use of equipment, operation procedures, training requirements or anything that may contribute to avoiding the releases of a chemical substance in the environment.

Task 1 – Find and review relevant information regarding the sources of releases and the mitigation, reduction or elimination of chemical releases from facilities in the plastics, rubber and chemical industries.

- ECCC is aware of and can provide to the consultant a few existing guidelines or a code of practice that could be used as a starting point such as:
 - *A Guideline for the Environmental management of Tin Stabilizers in Canada* from the Canadian Plastics Industry Association
 - *A Guideline for the Best Practices to Control Releases to the Environment from the Compounding of Plastics in Canada* from the Canadian Plastics Industry Association



- *Code of Practice for the Management of Tetrabutyltin in Canada* from Environment and Climate Change Canada
- The contractor is expected to find other “best practices” guides related to the use and processing of chemical substances with sources including but not limited to major chemical suppliers/distributors, chemical industry associations or organizations from other jurisdictions.
- Provincial, territorial and municipal environmental requirements must also be considered.
- The contractor shall report all relevant sources of information that were found.
- The contractor must provide a list and a brief summary of documentation found (2 to 4 pages in total).

Task 2 – For all the sources of releases, list and describe cost-effective means to minimize such releases into the environment.

- For all the NAICS covered by this contract, the contractor must identify all the potential sources of releases that may be of concern.
- At minimum, this list must cover all industrial activities listed in the Scope of the Work section.
- The contractor is expected to find best practices to minimize releases to the environment that cover all the all the potential sources of releases that may be of concern.
- The contractor must provide a list of the sources of releases that were identified and list of means to minimize these releases into the environment.

Task 3 – Draft and present the *Best Environmental Management Practices Guidelines for the Management and Handling of Chemical Substances*

- The Guidelines must cover all NAICS codes and industrial activities included in the Scope of the Work section, for chemical substances, in liquid, solid or gaseous form.
- The Guidelines must cover all the sources of releases that were identified in Task 2 and give a clear and comprehensive description of all the cost-effective means to minimize such releases into the environment.
- The Guidelines must be written such as the reader can clearly understand exactly what has to be done to adequately prevent the release of a chemical in the environment.
- Requirements proposed in the Guidelines must be very clear and specific. For example, if a dike is to be built around a storage area, the size or the retention capacity must be specified; if training is required, what is expected; etc.
- The Guidelines is expected to go beyond references sited in Task 1.
- Technical presentation for the report.

4. LANGUAGE OF WORK

All deliverables must be written in either English or French. Presentation of the final report can be done in either language.

5. DELIVERABLES

The final deliverables will be a document to be titled *Best Environmental Management Practices Guidelines for the Management and Handling of Chemical Substances* as well as a technical presentation of the report.



The report (in draft and final form) and presentation shall be written in a clear, concise, and logical fashion and provided to the ECCC Departmental Representative. The following major deliverables are identified:

- List and brief summary of documentation found (2 to 4 pages in total), list of the sources of releases that were identified and list of means to minimize these releases into the environment; (Microsoft Office Suite 2010 compatible);
- Draft report – provided in electronic format in Microsoft Word (Microsoft Office Suite 2010 compatible);
- Technical presentation of the report – provided in electronic format (Microsoft Office Suite 2010 compatible);
- Final report taking consideration of ECCC comments – two (2) hard copies and an electronic copy in Microsoft Word (Microsoft Office Suite 2010 compatible);
- Key background material/information (references, raw data, spreadsheets...) used to develop the Main report.

Regular feedback through email, and/or phone calls every two or three weeks shall be maintained between the contractor and the departmental representative.

6. SCHEDULING/MILESTONES

The project is expected to take approximately fifteen (15) weeks to complete, however a final schedule of deliverables will depend on the starting date and shall be determined and agreed upon based on an initial meeting with the contractor.

Proposed schedule is identified as follows:

Milestone	Proposed Timeline (Time from signing)	ECCC Review Period
Project initiation and initial meeting (teleconference) will be held between the Contractor and ECCC to review the Statement of Work, share information, provide clarifications and ensure that the Contractor clearly understands ECCC's expectations.	Within 2 weeks of signatures	
Task 1 and 2: List and brief summary of documentation found (2 to 4 pages in total), list of the sources of releases that were identified and list of means to minimize these releases into the environment.	Within 7 weeks of signatures	Within 8 working days of reception
Task 3: Draft Report	Within 11 weeks of signatures	Within 10 working days of reception
Task 3: Status Meeting & and Presentation of the report (teleconference)	Within 13 weeks of signatures	
Task 3: Final Report taking in consideration ECCC comments.	Within 15 weeks of signatures	Within 15 working days of reception

7. TRAVEL CONSIDERATIONS

The contractor's work will take place at the contractor's location and travelling is not expected to be required unless otherwise agreed.



ANNEX B BASIS OF PAYMENT

1. Financial Proposal

The Bidder must complete this pricing schedule and include it in its financial bid. Prices must only appear in the Financial Bid and in no other part of the bid.

1.1 Overview

The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

1.2 Definitions

Firm Lot Price:

This is a basis of payment that applies when the total amount payable to the contractor for all or, as applicable, a portion of the contractual obligations, is the firm price agreed upon by the contracting authority and the contractor. As part of the financial proposal, the Contractor must still provide a clear and detailed breakdown of all cost elements, professional fees, travel and direct expenses to support the quoted price.

The contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies, without additional payment whether or not the actual cost incurred exceeds the firm lot price.

1.3 The Bidder must complete this pricing schedule and include it in its financial bid

The financial proposal must provide the total fixed price for completing the work as well as a detailed breakdown of that price. Details must be provided for each sub criteria. The financial proposal should address each of the following, as applicable in detail:

1.3.1 Table 1- Professional Services per diem Rates

The bidder is to enter the per diem rates that will be used throughout the performance of the Contract. The bidder must enter the names and rates for each of the senior team members. For team members required to support the work, the Bidder is to identify each of the labour categories that will be employed and the per diem rate that will apply to the category.

Professional Services	Estimated Level of Effort (Days)	Firm per diem rate* Total	(Level of effort) x (per diem rate)
Resource Name			
Principal Investigator			
Senior team member 1			
Senior team member 2			
Support Categories			
Category 1 Name			
Category 2 Name			
		Total Estimated Cost	



* **Per Diem rates** are firm and all-inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.

Please note the following:

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{Days Worked} = \frac{\text{hours worked}}{7.5 \text{ hour day}}$$

1.3.2 Table 2 – Other Direct Expenses

Other Expenses	Amount	Mark-up	Total
Direct Expenses: Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost with a Mark-up		_____ %	

1.3.3 Table 3 - Subcontracts

Subcontracts	Amount	Mark-up	Total
Subcontracts: at actual cost with markup. List any subcontracts proposed for any portion of the Contract describing the work to be performed and a cost breakdown with a Mark-up		_____ %	

1.3.4 Table 4 – Total

TOTAL (sum tables 1 to 3) Firm Lot Price	\$
---	----

1.4. Payment Schedule

The bidder may provide a proposed milestone payment schedule based on the deliverables identified in the Statement of Work. This payment schedule will be subject to negotiation at the time of contract award. The basis determining the amount of each milestone payment should be clear.

1.5 Good and Services Tax (GST) / Harmonized Sales Tax (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.