

Title – Titre **RETURN BIDS TO:** Socio-Economic Study of Dechlorane plus (DP) and **RETOURNER LES SOUMISSIONS À:** Decabromodiphenyl ethane (DBDPE) in the Canadian Marketplace **Bid Receiving - Environment Canada** EC Bid Solicitation No. /SAP No. - No de la demande de / Réception des soumissions soumissions EC / Nº SAP **Environnement Canada** 5000044992 Date of Bid solicitation (YYYY-MM-DD) - Date de la demande Hard Copy: de soumissions (AAAA-MM-JJ) 2019-07-10 200 Sacre-Coeur Blvd.. Gatineau, Quebec (Canada) K1A 0H3 Attn: Barry McKenna **Bid Solicitation Closes (YEAR-**Time Zone - Fuseau MM-DD) - La demande de horaire E -Mail: soumissions prend fin (AAAA-MM-JJ) ec.soumissions-bids.ec@canada.ca at - à 2:00 P.M. **FDT** on – le 2019-07-30 F.O.B - F.A.B **Destination** Address Enquiries to - Adresser toutes questions à **BID SOLICITATION Barry McKenna DEMANDE DE SOUMISSONS** Barryjoseph.mckenna@canada.ca Telephone No. – Nº de téléphone Fax No. - No de Fax PROPOSAL TO: ENVIRONMENT 819-938-9425 **CANADA** Delivery Required (YEAR-MM-DD) - Livraison exigée (AAAA-We offer to perform or provide to MM-JJ) Canada the services detailed in the See herein document including any attachments and annexes, in accordance with the Destination - of Services / Destination des services terms and conditions set out or **Environment and Climate Change Canada** referred to in the document, at the 351 St-Joseph Blvd. price(s) provided. Gatineau QC K1A 0H3 SOUMISSION À: Security / Sécurité **ENVIRONNEMENT CANADA** There is a security requirement associated with this solicitation. Nous offrons d'effectuer ou de Vendor/Firm Name and Address - Raison sociale et adresse fournir au Canada, aux conditions du fournisseur/de l'entrepreneur énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document. Telephone No. – N° de téléphone Fax No. - N° de Fax au(x) prix indiqué(s). 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) **Signature** Date



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#### **PART 1 – GENERAL INFORMATION**

# 1. Security Requirement

- **1.1** There is a security requirement associated with this requirement.
- **1.2** At the date of bid closing, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract;
- the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6
   Resulting Contract;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- **1.2.1.** For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

#### 2. Statement of Work

The Work to be performed is detailed in Annex A, Statement of Work of the resulting contract.

#### 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



#### **PART 2 – BIDDER INSTRUCTIONS**

# 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2018-05-22) 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

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 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 Québec.

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;



#### **PART 3 – BID PREPARATION INSTRUCTIONS**

#### 1. Bid Preparation Instructions

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

Section I: Technical Bid: 3 hard copies OR 1 electronic copy in PDF format

Section II: Financial Bid: 1 hard copy OR 1 electronic copy in PDF format

Section III: Certifications: 1 hard copy OR 1 electronic copy in PDF format

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

#### Note for electronic submission of bids:

Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca

Attention: Anthony DeFlavis Solicitation Number: 5000044992

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

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

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

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and



- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (3) print on both sides of the paper.

#### Section I: Technical Bid

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

#### Section II: Financial Bid

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

Bidders should include the following information in their financial bid:

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

#### **Section III - Certifications**

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.



#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

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

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. <a href="https://demonstrated">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

Criterion	Description	Met Y/N	Page/Section
M1	Company experience		
	Bidder must describe two (2) projects or studies completed in the last 10 years which the firm led, related specifically to technical and/or socio-economic background studies of toxic substances.		
	<ul> <li>The description must include:</li> <li>An overview of the projects or studies;</li> <li>Customer references (at a minimum: company name, and name, telephone number and email address for a contact person);</li> <li>Planned and actual duration of each project;</li> <li>Scope of each project, including the topics addressed, the nature of services provided, and the methodologies and approaches employed; and,</li> <li>Approximate budget of each project.</li> </ul>		
	Canada may contact references to verify information provided with the bid. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid.		
	If the named contact is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.		
M2	Professional team		
	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.  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:  Identify each of the senior team members describe the roles and responsibilities of each team member and 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.  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		

Criterion	Description	Met Y/N	Page/Section
	publications. The Bidder should bold-face or highlight the relevant areas in the resource résumés.		

#### 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.

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,	100% of the available points for
	requirement is exceeded, response is exceptional	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	40% of the available points for
	addressed	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

Criterion	Description / Scoring	Maximum possible points	Page/Section
R1	Bidder should demonstrate an effective approach for each of the Tasks, including methods for collecting and organizing data. The following aspects will be considered using the General Rating Guideline rating scheme when evaluating each of the tasks (R1.1 to R1.5):  • Thorough list of relevant sources of information such as:  o Literature searches; o Interviews; o Surveys.  • Information gathering methods; • Potential challenges and proposed solutions for dealing	40	

Criterion	Description / Scoring	Maximum possible points	Page/Section
	with them.	•	
R1.1	Task 1: Use Profile	8	
R1.2	Task 2: Process(es)/Lifecycle Analysis	10	
R1.3	Task 3: Substitutes and alternatives	8	
R1.4	Task 4: Socio-Economic Study	10	
R1.5	Task 5: Analytical Methods	4	
	•		
R1	Total R1 Minimum Score required	24/40	
R2	Workplan		
INZ	The proposed Workplan should demonstrate the milestones and how the contractor will achieve the objectives. Points will be awarded as per one of the following:  i. The proposal clearly assigns tasks and required timeframes to each team member. It also clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work. A clear plan has been considered to mitigate risks posed by data gaps or other challenges.  (15 points)  ii. The proposal clearly assigns tasks and required timeframes to each team member. The proposal is missing information related to the milestones, timelines or deliverables for some of the requirements identified in the Statement of Work; a clear plan has been considered to mitigate risks posed by data gaps or other challenges.  (12 points)  iii. The proposal clearly assigns tasks and required timeframes to each team member. The proposal is missing information related to milestones, timelines or deliverables for some of the requirements identified in the Statement of Work; a vague plan has been considered to mitigate risks posed by data gaps and other challenges.  (9 points)  iv. The proposal breaks down the time requirements for each member, but not per task. The proposal is missing information related to the milestones, timelines or deliverables for some of the requirements identified in the Statement of Work; a vague plan has been considered to mitigate risks posed by data gaps or other challenges.  (6 points)  v. The proposal states the team members, but does not assign timeframes or tasks. The proposal is missing information related to the milestones, timelines or deliverables for many of the requirements identified in the Statement of Work; no plan has been considered to mitigate risks posed by data gaps or other challenges.  (3 points)	15	

Criterion	Description / Scoring	Maximum possible points	Page/Section
	members, milestones, timelines or deliverables for the requirements identified in the Statement of Work; a plan has not been considered to overcome challenges and data gaps to mitigate risks.  (0 points)		
R3	Professional expertise & knowledge		
	The Bidder should demonstrate the expertise 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. A minimum of 6 months experience in a sector is required to qualify for points.		
	For each team member, the Bidder should provide the experience that the proposed resource has had within each of the sectors identified in R3.1below. The following information should be provided for each of the sectors identified:	39	
	<ul> <li>Identification of the specific sector</li> <li>A description of the resource's role(s) in this experience</li> <li>Total number of months of experience in each sector that are the subject of this work (start and end dates)</li> <li>The description of the nature of this experience and, when applicable, the issues addressed (relative to the items identified under the Scope of Work in the Statement of Work)</li> </ul>		
	Points will be awarded based on the expertise of the team as follows:		
R3.1	One (1) point for each relevant sector of experience, up to a maximum of 7 points.		
	In order to be awarded a point for a sector, the team experience for that sector must be at least 6 months in the sector		
	The main sectors and end-use applications identified in the October 2016 Draft Screening Assessment Reports of interest are:  • Plastic materials;  • Rubber materials;  • Electrical and electronics;	7	
	<ul> <li>Transportation (includes automotive and aircraft),</li> <li>Appliances,</li> <li>Adhesives and sealants, and,</li> <li>Basic organic chemical manufacturing.</li> </ul>		
R3.2	The Bidder should summarize the months of experience of each resource in each sector in the format described in item 1.2.3 below. Points will be awarded for the average months of sector	7	

Criterion	Description / Scoring	Maximum possible points	Page/Section
	experience per resource from table 1.2.3 as follows:	•	
	0 up to 6 months: 0 points		
	>6 up to 24 months: 1 points		
	>24 up to 60 months: 4 points		
	more than 60 months: 7 points		
R3.3	2 points for relevant experience (a minimum of 6 months) in each type of activity involved in the SOW:		
	Researching industrial uses of chemicals		
	Process/lifecycle analysis	10	
	<ul> <li>Surveying stakeholders</li> </ul>	10	
	<ul> <li>Identifying and comparing potential substitutes and</li> </ul>		
	alternatives		
	Estimating potential socio-economic impacts		
R3.4	Team includes at least one specialist with recognized post-		1
	secondary education or professional accreditation in a technical		
	field involving process design or control, such as manufacturing		
	engineering, chemical engineering or mechanical engineering (or		
	other relevant field*) as follows:		
	1 point for college level,		
	• 3 points for undergraduate,		
	5 points for masters or above;	5	
	<ul> <li>Points for professional accreditation will be awarded based on demonstrated equivalence.</li> </ul>		
	Proof of education or professional accreditation must be provided upon request and is subject to verification.		
	* Bidder must demonstrate the relevance of the field to the requirements of the Statement of Work		
R3.5	Team includes at least one specialist with recognized post-		
	secondary education or professional accreditation in		
	environmental sciences as follows:		
	1 point for college level,		
	<ul> <li>3 points for undergraduate,</li> </ul>	_	
	5 points for masters or above;	5	
	points for professional accreditation will be awarded		
	based on demonstrated equivalence.		
	Proof of education or professional accreditation must be provided upon request and is subject to verification.		
R3.6	Team includes at least one specialist with recognized post-		1
<del>-</del>	secondary education with specialization in economics, or		
	statistics:		
	1 point for college level,	5	
	3 points for undergraduate,		
	<ul> <li>5 points for masters or above.</li> </ul>		

Criterion	Description / Scoring	Maximum possible points	Page/Section
	Proof of education must be provided upon request and is subject to verification.		
R4	Relevant project management experience		
	The identified project manager clearly demonstrates experience with two past projects or studies related to technical or socioeconomic background studies of toxic substances, completed in the last 10 years.		
	Each project description must be no more than two (2) pages in length, and include the project title, client name, industry sector(s), objectives, information gathering approach, planned and actual dollar values, and planned and actual start and finish dates. The example projects provided could have been conducted for either the public, private or third sector such as non-profit organizations.	30	
	The following aspects will be considered when evaluating the two projects presented and awarding points using the General Rating Guideline rating scheme (15 points per project):		
	R4.1 - Completed on time and budget (up to 5 points per project)	10	
	R4.2 - Nature of the services provided (including objectives, methodologies and approaches employed, and similarity of substances/sectors) (up to 10 points per project)	20	
R5	Quality, clarity and organization of the proposal		
	The required information is easy to find, and the proposal is logical, clearly and concisely written, and presented in a professional manner in sufficient detail to allow evaluation of each criterion. Points will be awarded using the General Rating	10	

The Bidder must meet all of the mandatory criteria, obtain at least the minimum score required for Technical Requirement R1, and obtain an overall minimum score of 80/134 to be declared compliant for this solicitation.

(up to 10 points)

134

80 / 134

# 1.2.3 Resource Sector Experience Table

Guideline rating scheme.

**Total Available Point Rated Technical Criteria** 

Minimum Point Rated Technical Criteria

The Bidder should complete the following table summarizing the teams' sector experience;

For each of the sectors, enter the number of months that each of the senior resources has in the sector. If the resource has less than 6 months experience in a given sector enter 0 in that cell. Months should correspond with those provided in the Bidder's project descriptions

Table 1.2.3

Resource	Resource 1 months	Resource 2 months	Resource 3 months	Resource 4 months	Total
Rubber materials					
Electrical and electronics					
Transportation (includes automotive and aircraft)					
Appliances					
Adhesives and sealants					
Basic organic chemical manufacturing					
Total					
Avg Months =Total divided by number of sectors (7)					

# 1.3 Financial Evaluation

#### 1.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$50,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

#### 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 as described in the financial proposal requirements in Annex B.

# 2. Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

- 1. To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;

and

- (b) meet all mandatory criteria;
- (c) obtain the required minimum of 80 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 134 points.

- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	Bidder			
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations				
Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70	
Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00	
Combined Rating	84.18	73.15	77.70	
Overall Rating	1st	3rd	2nd	



#### **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

SACC Manual clause A3010T 2010-08-16 Education and Experience

# 2.3 Non-disclosure Agreement

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



#### **PART 6 - RESULTING CONTRACT**

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

Title: (insert title at contract award)

# 1. Security Requirement

- **1.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.
  - The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
  - 2. The Contractor MUST NOT utilize its Information Technology systems to electronically store PROTECTED information.
  - 3. Protected B information shall be stored on an external encrypted USB stick, provided by Environment Canada, and stored in accordance with the Environment Canada standards for the storage and protection of Protected Information, to wit:
    - a. Storage:
      - Electronically on removable media with approved encryption (PKI);
      - Removable media with sensitive information must be properly labelled & safeguarded;
      - Within an approved, lockable security container
    - b. Transmission (paper and electronic):
      - Double enveloped, Mark inner envelop "Protected B". Unmarked external envelop.
      - Within Canada: by postal or reliable courier service.
      - From outside Canada by reliable courier service with confirmation of receipt
    - c. Sanitization, Destruction and Disposal:

All documentation: paper, IT media (USB, Tape, CD, DVD, etc.) containing sensitive information that is no longer required must be returned to Environment Canada and disposed in accordance with established EC processes.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.



- 5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;

b. Industrial Security Manual (Latest Edition).

#### 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_\_, dated \_\_\_\_\_.

#### 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 (2018-06-21), 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"

#### 1.1 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;

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"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.

#### 3.2 Non-Disclosure Agreement

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

#### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to November 29, 2019, inclusive.

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anthony DeFlavis
Title: Procurement Specialist

**Environment and Climate Change Canada** 

Assets, Contracting and Environmental Management Directorate

Environnement et Changement climatique Canada

Bid Solicitation No: 5000044992

Workplace Services and Contracting Assets

Address: 105 McGill St 5e etage

Montréal QC H2Y 2E7

Telephone: 514-283-5958

E-mail address: anthony.deflavis@canada.ca

The Technical Authority for the Contract is:

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 completed 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**

(Fill in or delete as applicable)

#### 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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$\_\_\_\_\_ (insert the amount at contract



award). Customs duties are\_\_\_\_\_ (insert "included", "excluded" **OR** "subject to exemption") and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 7.2 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 Schedule of Milestones

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

Milestone Description	Deliverable item	Firm Milestone Amount	Delivery date
1.	Preliminary Report		
2.	Final Report & Presentation		

#### 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) (2018-06-21)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (if applicable);
- (f) 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

# 1 Purpose

# 1.1 Objective

The objective of this study is to gather socio-economic data and information on activities pertaining to Dechlorane plus (DP) and Decabromodiphenyl ethane (DBDPE) in the Canadian marketplace. The socio-economic data and information is required by Environment and Climate Change Canada to assess appropriate risk management measures toward the established environmental objective of Virtual Elimination.

The following substances are of interest for this study:

- Benzene, 1,1'-(1,2-ethanediyl)bis[2,3,4,5,6-pentabromo-. This substance is commonly known as decabromodiphenyl ethane, or DBDPE. The Chemical Abstracts Service Registry Number (CAS RN) is 84852-53-9.
- 1,4:7,10-dimethanodibenzo[a,e]cyclooctene, 1,2,3,4,7,8,9,10,13,13,14,14-dodecachloro-1,4,4a,5,6,6a,7,10,10a,11,12,12a-dodecahydro-. This substance is commonly known as Dechlorane Plus® (Dechlorane Plus or DP). The CAS RN is 13560-89-9.

To meet the objective, the Contractor must gather the most recent information and data available on the manufacture, import, use, export, substitutes, alternatives and controls of the substances of interest. The results of the research are to be provided to the Scientific Authority in the form of a report and presented to the Scientific Authority in an oral presentation.

# 1.2 Background

# 1.2.1 Decabromodiphenyl Ethane (DBDPE)

In Canada, decabromodiphenyl ethane (DBDPE) is used as a flame retardant. This substance is applied to materials to slow the ignition and spread of fire. In Canada, as DBDPE is not present on the Domestic Substances List (DSL), it is subject to the *New Substances Notifications Regulations (Chemicals and Polymers)* pursuant to *Canadian Environmental Protection Act* (CEPA).

Based on a survey conducted under section 71 of CEPA, and considering data from New Substances notifications, the total quantity of DBDPE imported into Canada in 2011 was in the range of 1000 – 10 000 tonnes, and from 100 - 1 000 tonnes in 2016, including DBDPE in neat form, in formulations, and in commercial products or products available to consumers. No DBDPE was identified as being manufactured in Canada. The total quantity of DBDPE exported out of Canada in 2011 was less than 100 tonnes.<sup>1</sup>,<sup>2</sup> In Canada, DBDPE is used for various applications, such as plastic and rubber materials, electrical and electronic equipment,

<sup>1</sup> Canada. 2005. Canadian Environmental Protection Act, 1999: New Substances Notification Regulations (Chemicals and Polymers). P.C. 2005-1484. August 31, 2005. SOR/2005-247. Hyperlink

<sup>&</sup>lt;sup>2</sup> Environment and Climate Change Canada 2013-2014. Data for certain organic flame retardants substance grouping collected under the Canadian Environmental Protection Act, 1999, section 71: Notice with respect to certain organic flame retardant substances. Data prepared by: Environment Canada, Health Canada; Existing Substances Program.



adhesives and sealants. Internationally, DBDPE is used as an alternative for commercial Decabromodiphenyl Ether (DecaBDE).

Risk management measures (i.e., Ministerial Conditions), based on New Substances ecological risk assessments, have limited the import of the substance for use as a flame retardant component of wire and cable coatings, thermoplastic parts, thermoplastic coatings, thermoset parts and thermoset coatings, as well as placing some restrictions on its release and disposal. No conditions are in place for stakeholders who submitted notifications prior to the coming into force of the New Substance Notifications Regulations (Chemicals and Polymers).

A draft screening assessment for DBDPE<sup>3</sup>, published in October 2016, proposed to conclude that DBDPE meets the criteria under paragraph 64(a) of CEPA as it is entering or may enter the environment in a quantity or concentration or under conditions that have or may have an immediate or long-term harmful effect on the environment or its biological diversity. DBDPE is proposed to meet the Persistence criteria but does not meet the Bioaccumulation criteria as set out in the *Persistence and Bioaccumulation Regulations*. However, DBDPE may contribute to the formation of persistent, bioaccumulative, and inherently toxic transformation products, such as lower brominated BDPEs, in the environment.

The Government of Canada is considering options to control releases to the environment of DBDPE. A Risk Management Scope for DBDPE<sup>4</sup>, published in October 2016, stated that the proposed environmental objective for DBDPE is to reduce its concentrations in the Canadian environment to the greatest extent practicable, taking into account social, economic and technical matters.

# 1.2.2 Dechlorane Plus (DP)

In Canada, Dechlorane Plus (DP) is used as a flame retardant. This substance is applied to materials to slow the ignition and spread of fire. Internationally, DP is used as a flame retardant in electronic wiring and cables, automobiles, hard plastic connectors and plastic roofing materials. Based on the most recent data, DP is not manufactured in Canada, but is imported into the country as an additive flame retardant with similar uses as those found internationally. DP is currently marketed as an alternative for Decabromodiphenyl ether (DecaBDE) in a range of flame retardant applications.

Based on a survey conducted for the year 2011 under section 71 of CEPA, between 1 to 10 tonnes of DP, including DP in some products and/or manufactured items, were imported into Canada by a few companies. No DP was identified as being manufactured in Canada for this year. According to the result of a DSL Inventory Update conducted for the year 2008, DP was found to be imported into Canada by a number of companies in similar quantities (same order of magnitude range) as reported in 2011. Known international uses of DP include applications in wire and cable jacketing, electronics, appliances, automobiles, hard plastic connectors, and plastic roofing materials. Similar uses are known or expected in Canada. DP is currently marketed as an alternative/replacement for Decabromodiphenyl ether (DecaBDE) in a range of flame retardant applications of electronic wiring and cables, automobiles, plastic roofing materials, and hard plastic connectors.

<sup>&</sup>lt;sup>3</sup> http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=926BF22A-1

<sup>4</sup> http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=6DE1BB2A-1

A draft screening assessment for DP<sup>5</sup>, published in October 2016, proposed to conclude that DP meets the criteria under paragraph 64(a) of CEPA as it is entering or may enter the environment in a quantity or concentration or under conditions that have or may have an immediate or long-term harmful effect on the environment or its biological diversity. DP is proposed to meet the persistence and bioaccumulation criteria as set out in the *Persistence and* 

The Government of Canada is considering options to control releases to the environment of DP. A Risk Management Scope for DP<sup>6</sup>, published in October 2016, stated that the proposed environmental objective for DP is to reduce its concentrations in the Canadian environment to the greatest extent practicable, taking into account social, economic and technical matters

#### 1.2.3 Notice of Intent and Consultation Document

Bioaccumulation Regulations of CEPA.

On October 13, 2018, a Notice of Intent<sup>7</sup> to amend the *Prohibition of Certain Toxic Substances Regulations*, *2012* to prohibit DBDPE and DP should the final screening assessment reports confirm that DBDPE and DP are toxic under section 64 of the CEPA. On December 21, 2018, the Government of Canada published the Consultation Document<sup>8</sup> on Proposed Amendments to the *Prohibition of Certain Toxic Substances Regulations*, *2012* for PFOS, PFOA, LC-PFCAs, HBCD, PBDEs, DP and DBDPE.

The Department of Environment requires socio-economic data and information on DBDPE and DP. The data will support the development of risk management measures outlined in the Consultation Document.

# 1.3 Terminology

Terms used in this document.

**Substances of interest**: DBDPE and DP, including (where applicable) products that contain them:

- DBDPE: Benzene, 1,1'-(1,2-ethanediyl)bis[2,3,4,5,6-pentabromo-. This substance is commonly known as decabromodiphenyl ethane. The Chemical Abstracts Service Registry Number (CAS RN) is: 84852-53-9.
- DP: 1,4:7,10-dimethanodibenzo[a,e]cyclooctene, 1,2,3,4,7,8,9,10,13,13,14,14-dodecachloro-1,4,4a,5,6,6a,7,10,10a,11,12,12a-dodecahydro-. This substance is commonly known as Dechlorane Plus®. The CAS RN is: 13560-89-9.

The Regulations: the Prohibition of Certain Toxic Substances Regulations, 2012.9

#### 2 Requirements

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<sup>&</sup>lt;sup>5</sup> http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=FDE6572D-1

<sup>6</sup> http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=EFDC46D6-1

<sup>&</sup>lt;sup>7</sup> http://www.gazette.gc.ca/rp-pr/p1/2018/2018-10-13/html/notice-avis-eng.html

https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/proposed-amendments-certain-toxic-substances-2018-consultation.html

<sup>9</sup> https://pollution-waste.canada.ca/environmental-protection-registry/regulations/view?ld=114

In order to assist Environment and Climate Change Canada in the assessment of the presence of the substances of interest in the Canadian marketplace, the Contractor must gather and produce the most recent data available, using available databases, public information, and direct contact with companies.

The Contractor must provide the information described in section 2.1, Tasks, in the format and timelines described in section 2.2, Deliverables. The Contractor must document all methodologies, including estimations, models and assumptions in detail.

The Contractor must present the results of its research to the Scientific Authority in the form of a report, with supporting materials. The Contractor must also prepare and deliver a presentation describing the study methodology, key findings, and key considerations for the development of appropriate risk management measures.

Furthermore, the Work must meet the following requirements:

- a) All monetary values will be expressed in Canadian dollars, with the source year the most recent possible and readily visible. Instances of currency conversion will be identified and accompanied by an explanation of the exchange rate used. Units will always be clearly indicated, and converted for easy comparability whenever possible.
- b) Use of Canadian data will be prioritized over those from other sources.
- c) When information/data is not available, the Contractor will clearly identify sources checked and methods used to try to obtain that information. Where possible, the contractor is expected to use alternative methods to estimate the requested information.
- d) The information and documentation provided to the Contractor are to be used for the purpose of this Contract only and are not to be used for other purposes unless duly authorized by the Scientific Authority. The information will be destroyed in a manner deemed appropriate by the Scientific Authority upon request.
- e) The Contractor is to advise the Scientific Authority of any information to be provided by a third party on a confidential basis for the purpose of the study and is to transmit the original documents containing any such information to the Scientific Authority under separate cover.
- f) All references will be clearly documented with footnotes and a Reference section.

#### 2.1 Tasks

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

The Contractor must carry out the following tasks for each of the substances of interest:

# Task 1: Use profile (current uses and industrial sectors)

Survey the Canadian market for DP and DBDPE and products in which they are manufactured, imported, exported, sold or used, and group the information by main sector and end-use application.

For reference, the main sectors and end-use applications identified in the 2016 risk management scope for DBDPE included: electrical and electronic equipment (i.e. appliances, wire and cable coatings, computers and peripheral equipment), polymeric systems (thermoplastic and thermosets parts and coatings), automotive, aircraft and transportation, adhesives and sealants, basic organic chemical manufacturing and textiles (i.e. manufacturing of airbags). DBDPE is also used as a substitute for the DecaBDE commercial mixture, and is therefore used in similar applications, such as plastic (i.e. polyester and vinyl ester resins) and rubber products, and as an additive in textiles (i.e. cotton and polyester).

The main sectors and end-use applications identified in the 2016 risk management scope for DP included: electrical and electronic equipment (i.e. wire and cable), automobiles, plastic roofing materials, hard plastic connectors as well as polymeric systems (i.e. thermoplastic and thermosets parts and coatings).

For each main sector and end-use application:

- a) Describe the product type, main applications and sector of activity, their typical concentration ranges, how they contribute to the cost and performance of the product(s), and how likely they might be a source of exposure to human health or released to the environment.
- b) Estimate the quantity and value of the substances of interest in the Canadian market, by application, sector of activity, and year, for the years 2013 to 2017.
- c) Estimate the concentration range of the substances of interest within the products or manufactured items, by application and sector of activity.
- d) Estimate the quantity and value of the substances of interest exported from the Canadian market, by application type and by year, for the years 2013 to 2017.
- e) Describe any foreseeable market shifts or trends in use patterns and rationale for these changes.
- f) Provide an overview of the importance of the substance or products containing the substances of interest for the Canadian economy (including key economic indicators and statistics).
- g) Prepare a brief summary (approximately 100-150 words) of the above.

# Task 2: Process(es)/Lifecycle Analysis

The Contractor will provide information on the total amount of the substances of interest used in Canada. These estimates will include the amount used in product manufacturing, the amount entering Canada in imported products and the amount exiting Canada in exported products. The method of estimation should be described in detail, and all assumptions, estimation factors, models, and references should be carefully documented.

The contractor will also provide information relating to the substance itself, products containing the substance, recycled products and end of life, see following lists of information requirements for category:

#### Substance related information:

 a) Provide estimated total quantity and percentage breakdown of the substance and raw materials containing the substance (e.g. chemical formulations, resins, polymers or substrates) manufactured, imported into and exported from Canada.



b) A substance flow analysis for the substance and raw materials listed in the above bullet, which includes the expected use and disposal method.

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- c) Where quantities of substance are expected to be released/emitted (i.e. during the manufacture of the substance and raw materials), describe the source (type of manufacturing process used), indicate the significance for environmental and human exposure, and quantify the releases to environmental media whenever possible.
- d) Provide the actual market price of the substance.

Product based information (products include finished or semi-finished products (material/components/parts/intermediates), including consumer products).

- A comprehensive qualitative listing of products, including recycled products, expected to contain the substances of interest that are manufactured, imported into or exported from Canada.
- b) Products manufactured and imported into Canada. For the most important product categories containing the substances of interest, determined in consultation by the contractor with the Scientific Authority, that are manufactured and imported into Canada (listings should account for >80% w/w of the substances of interest placed on the Canadian market):
  - i. Provide total estimated quantity/volume of the categories of products containing the substances of interest that are manufactured or imported (see note below) and the percentage breakdown for each of these categories.
  - ii. A description of the lifecycle of the substance in products by means of a substance flow analysis that includes: name of product, estimated concentrations of the substances of interest or product specification; expected use, re-use, or recycling; average lifespan of product and disposal method.
  - iii. Where quantities of the substances of interest are expected to be released/emitted (i.e. during the manufacturing or the life of the product), describe the source (type of process used or use of the product), indicate the significance for environmental and human exposure, and quantify the releases to environmental media whenever possible.
  - iv. For products exported, provide quantity and percentage breakdown of product exported for disposal, recycle or use, the expected destination, and the method of estimation.

Note: Information and quantities on products manufactured and imported into Canada can be presented together, but, if this is the case, there should be a clear indication of quantities imported versus manufactured in Canada.

c) Provide the average market price per product family of products containing each substance of interest.

#### Recycled products

- a) For recycled products containing the substances of interest, including post industrial and post consumer materials, provide the following:
  - Provide estimated quantity and percentage breakdown of recycled product categories imported into, processed/remanufactured in Canada and/or exported from Canada;
  - ii. A description of the lifecycle of the substance in recycled products by means of a substance flow analysis that includes: name of product, estimated concentrations



of the substances of interest or product specification; expected use, re-use, recycling, average lifespan of recycled product and disposal method, as well as country of origin.

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- iii. Where quantities of the substances of interest are expected to be released/emitted (i.e. during the recycling process and during the life of the recycled product), indicate the significance for environmental and human exposure, and quantify the releases to environmental media whenever possible and describe the source (e.g. type of recycling process used).
- b) Provide an estimate of the age (based on the manufacture date) of products containing the substances of interest entering the recycling and waste management stream in Canada.
- c) Provide an estimate of the concentration range of the substances of interest in new vs. recycled products.
- d) Provide the average market price per product category of recycled products containing the substances of interest.

#### End of life

- a) Provide a general overview of waste management practices for waste and products containing the substances of interest in Canada (e.g. percent recycled including energy recovery, landfill, incineration, etc.)
- b) Where quantities of the substances of interest and other contaminants related to the elimination of the substances of interest are expected to be released/emitted, indicate the significance for environmental and human exposure, and quantify whenever possible.
- c) Identify the degree and kind of activities practiced in Canada (both federally and provincially) and in other countries to recover, reuse, and recycle products containing the the substances of interest. Describe technologies, either existing or emerging, which would assist the reuse, recovery, or recycling of these materials.

#### Task 3: Substitutes and alternatives

Estimate the relative cost/price of substitutes/alternatives and alternative technologies (e.g., design alternatives), accounting for their performance compared to the substances of interest. Describe the sectors involved with the supply of these substitutes/alternatives and alternative technologies in the Canadian economy.

#### Specifically:

- a) Identify any commercial substances or alternative methods that are replacing or that could replace the substances of interest in each of the activities taking place in Canada, and whether there are any significant health and/or environmental concerns associated with their adoption.
- b) For each of the substitutes/alternatives and alternative technologies, provide relevant information such as practicality (technical viability and availability of the technology in Canada); effectiveness (fire safety, etc.); information on the level of health and environmental toxicity of available substitutes and alternative technologies or processes. Also provide a reasonably accurate estimate of the following data elements, where applicable:
  - (i) Reformulation/Capital costs:
  - (ii) Annual raw material cost (for substitutes);



- (iii) Degree of adoption (% of facilities);
- (iv) Stage of development and potential for use for these alternatives. If substitutes are currently in use, provide an estimate of the quantity of the substitutes and products containing the substitutes manufactured in, imported to and exported from Canada. Identify product types that do not have suitable alternatives.

- (v) Technical life of the alternative technology (if applicable) in number of years.
- c) For the industry subsectors, identify the extent to which each substitutes/alternatives and alternative technologies are compatible with the current formulations of products, processes/equipment. Estimate the amount of time needed to substitute the substances of interest with the alternatives and/or implement the alternative technology, and identify the likely impacts on the industry sectors.
- d) If there are no available or suitable commercial alternative substances or methods, describe the technical and/or socio-economic reasons for their nonavailability or non-suitability.

# Task 4: Socio-Economic Study

# Task 4A: Profile of Industry Sectors

Using relevant data and information sources (e.g. CANSIM), including but not limited to the material provided by the Scientific Authority, summarize and provide a socio-economic profile of the relevant industry sectors where the substances of interest are used, i.e. industries that manufacture, import and/or export the substance or products containing the substance (including recycled products). For each of the identified industry sectors, NAICS codes (6 digit code when possible) will be provided.

Specifically, the profile will include information on:

- a) Size of the sector and its industrial facilities, based on employment and revenue, divided into large, medium and small scale facilities with data on key indicators such as the number of facilities, total quantity of substances and products containing the substances manufactured, imported and exported (include countries of origin and primary import and export markets), employment (include full time/part time), revenue, GDP contribution (if applicable as percent of total GDP), growth rates, etc.
- b) Provincial profile, including the relative importance of the relevant industry sectors to Canadian provinces (in terms of direct and indirect employment and affiliated economic activity). The profile should identify the location of facilities and their importance to the community or region. Special consideration should be given to highly vulnerable communities, regions or provinces.
- c) Key upstream and downstream linkages and their importance to the industry sectors under consideration. e.g., i) Upstream linkages: Describe the types of firms and their locations, domestic production inputs, imports to Canada. ii) Downstream linkages, including waste and product disposal, recycling: Describe types of firms/consumers and their locations, domestic consumption and exports of downstream industry products, recycled products or wastes.
- d) Describe import/export trends from 2008 to the present related to the substance. Give, in Canadian dollars, the average cost per product type of products containing the substances of interest.



e) Provide a list of the major producers of the substance that supply the Canadian market, including the name of the company and the country where the manufacturing plant and head office of the company are located. Give a description of where the substances of interest are manufactured globally. Indicate Canada's share of the North American market and global consumption of the substance.

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f) Prepare a list and a brief description of the role of the North American, Canadian, and International industry associations involved with the substances, including their respective addresses.

Note: Historical data should be provided for at least a period of 5 years (i.e. 2013-2017), unless indicated otherwise.

#### Task 4B: Benefits

- a) Based on the exposure profile and the location of the plants, provide a demographic profile of the populations living within key exposure areas of the plants (Local could refer to distances of 1, 10 or 100 km). Provide a brief overview of long-range transport exposure.
- b) Based on the lifecycle analysis and the typical release of the substance into the environment, broadly outline the categories of economic benefits that can be expected when reducing emissions of the substances of interest per kilogram (i.e. benefits within a cost-benefit analysis). Describe how the benefits are likely to be triggered, and identify the likely geographical and sector distribution of benefits.

# **Task 5: Analytical Methods**

Identify and describe the standard reference analytical method that is used to determine the presence and amount/concentration of the substances of interest in various environmental media, if one exists. If none exists, identify whether any jurisdictions/organizations are currently developing test methods, and describe other analytical methods in environmental media that are or could be used to detect the substances of interest. Describe the accessibility of the technology.

Also identify and describe analytical test methods which have been developed to detect the presence of these substances in products.

#### 2.2 DELIVERABLES

#### 2.2.1 General

- All deliverables are subject to the acceptance and/or approval of the Scientific Authority.
- All deliverables are to be provided electronically in Microsoft Office Suite 2010 format (Word, Excel) and, where indicated, in hardcopy and/or Adobe PDF.

The major deliverables are identified as:

#### 2.2.2 Scoping Document: Current Uses in Canada

This scoping document is due within three (3) weeks of contract signing and includes a scoping table on uses of the substances of interest in Canada and their presence in imported manufactured items.

Uses for DBDPE and DP must be presented in separate tables and include a preliminary description of the following for each use:

- Detailed sector of use (for example: Additive Flame Retardant in Electronics and Electrical Equipment).
- Function or Use (for example: primary or secondary flame retardant, plasticizer).
- Estimated quantity of manufactured items containing the substance(s) of interest available in Canadian market.
- Concentration of the substance(s) of interest in each type of product or manufactured items
- Availability of alternative chemical or process to replace the substance(s) of interest in that use.
- The extent to which these uses and volumes have changed.

The scoping report must indicate any assumptions used and areas of concern in which the assistance or guidance of the Scientific Authority may be required.

The Contractor shall review the Scoping Document with the Scientific Authority in a teleconference within one (1) week after submitting the Scoping Document, or as mutually agreed.

The Scientific Authority will provide comments within one (1) weeks after receiving the Scoping Document.

# 2.2.3 Preliminary Report

The draft report is due within ten (10) weeks of contract signing. This report must be written in the above required format with explanations and details on all elements of each Task. The report must take into account feedback provided by the Scientific Authority.

It must be a comprehensive report on all facets of the Work and must include the actual methodology, a discussion of problems and successes associated with the Work to facilitate a full and accurate evaluation of the Work by the Scientific Authority. Draft spreadsheets generated for completion of this draft report must be provided.

The Preliminary Report must indicate any remaining assumptions used and areas of concern in which further assistance or guidance of the Scientific Authority may be required.

The Contractor shall review the Preliminary Report with the Scientific Authority in a teleconference within one (1) weeks after submitting the report, or as mutually agreed.

The Scientific Authority will provide comments within three (3) weeks after receiving the Preliminary Report.

The Contractor must then review with the Scientific Authority how comments on the Preliminary Report will be addressed in the Final Report.



# 2.2.4 Final Report & Presentation

The Contractor must submit an electronic draft of the Final Report within eighteen (18) weeks of contract signing. It must be a comprehensive report on all facets of the Work and must include all elements of the Preliminary Report, plus an executive summary. The Draft Final Report must address comments received on the Preliminary Report and during regular phone exchanges with the Scientific Authority.

The Contractor must also provide copies of all spreadsheets and third party correspondence generated for completion of this report.

The Contractor must submit a draft Microsoft PowerPoint file outlining the methodology, main findings and key market insight relevant to risk management objectives from the work to the Scientific Authority at the same time as the Draft Final Report.

The Scientific Authority will provide comments on the Draft Final Report and PowerPoint file within two (2) weeks after receiving them. The Contractor must then review with the Scientific Authority how comments on the Draft Final Report and PowerPoint file will be addressed in the final versions.

The Contractor one PDF and one electronic copy of the Final Report, plus electronic copies of supporting spreadsheets and correspondence with industry within four (4) weeks following submission of the Draft Final Report. The Final Report must address all the comments provided by the Scientific Authority and include a French translation of the executive summary.

The Contractor must submit an electronic copy of the final Microsoft PowerPoint file along with the Final Report.

The Contractor must forward an electronic copy of the covering letter accompanying the Final Report to the Contracting Authority.

The Contractor must present the methodology and key findings to the Scientific Authority in an teleconference with PowerPoint within five weeks of submission of the Draft Final Report.

#### 2.2.5 Progress Reports

The Contractor must submit progress reports every two weeks, in electronic format, on the progress of the Work to the Scientific Authority. The progress reports must address the following three questions, and each negative response must be supported with an explanation:

- 1) Is the project on schedule?
- 2) Is the project within budget?
- 3) Is the project free of any areas of concern in which the assistance or guidance of the Scientific Authority may be required?

Note: Progress reports are not a substitute for ad-hoc communications should the Contractor encounter any critical issues.

At the Scientific Authority's request, the Contractor must schedule conference calls to discuss progress and issues in the achievement of the deliverables.

# 2.3 Scheduling/Milestones

Project Milestone	Suggested Timing
Project Launch	
Launch Meeting	Week 1
Scoping Document	
Contractor submission of Scoping Document	Week 2
Scoping Document Teleconference with Scientific Authority	Week 2
Scientific Authority provides comments on Scoping     Document	Week 3
Preliminary Report	
Contractor submits Preliminary Report	Week 9
Preliminary Report teleconference with Scientific Authority	Week 9
Scientific Authority provides comments on Scoping Document	Week 10
Final Report & Presentation	
Contractor submits draft Final Report and Presentation	Week 13
Scientific Authority provides comments on draft Final Report and Presentation	Week 14
Contractor submits final Final Report and Presentation	Week 16
Contractor gives Oral Presentation of Results to Tehnical Authority	Week 16

The contract is expected to be completed by October 31, 2019.

In addition to the Final Report, the Contractor will provide the Scientific Authority with:

• Hard and electronic copies of the worksheets with the data used and generated for the tasks identified above in Microsoft Excel.



 The sources and contact information for various people/organizations that are contacted during the project.

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- Electronic copies of all background material/information/articles (including all notes, correspondence, text, graphics, surveys and associated industry responses, raw data, and spreadsheets) generated or obtained for the delivery of this Contract, preferably scanned and compiled on a CD or memory stick, to the Scientific Authority.
- All deliverables will be provided no later than twenty-three (23) weeks after the first day
  of Contract.
- Final invoice must be provided with Final Report

# 2.4 Departmental support

The Scientific Authority will provide the room and/or teleconference for the meetings during which the Contractor will present the deliverables.

# 2.5 Official languages

The work must be performed entirely in English.

#### 2.6 Work location

The Work is to be performed at the Contractor's facilities.

#### 2.7 Travel Considerations

No travel is required for this project.



#### **ANNEX B**

#### **BASIS OF PAYMENT**

(to be completed at contract award)

# 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	

<sup>\*</sup> **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:

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	\$
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# 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.



# **ANNEX C**

# SECURITY REQUIREMENTS CHECK LIST

# Environnement et Changement climatique Canada

Bid Solicitation No: 5000044992

*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat
			Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Environment Canada EPB/ICW/CMD

3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adress

Ministère ou organisme gouvernementa		EPB/ICW/CMD
3. a) Subcontract Number / Numéro du co		of Subcontractor / Nom et adresse du sous-traitant
4 Print Description of Mode / Prive descri	lation du tanuail	
<ol> <li>Brief Description of Work / Brève descri The Contractor will research and survey Cal economy, and present the findings in a repo</li> </ol>	nadian importers, manufacturers, distributors and users on the so	ocio-economic importance of chlorinated alkanes in the Canadian
<ol> <li>a) Will the supplier require access to Co Le fournisseur aura-t-il accès à des r</li> </ol>		No Ye
Regulations?		V Non □ Ou
Le fournisseur ainsi que les employé (Specify the level of access using the	equire access to PROTECTED and/or CLASSIFIED infor s auront-ils accès à des renseignements ou à des biens chart in Question 7. c) nt le tableau qui se trouve à la question 7. c)	
<ol> <li>b) Will the supplier and its employees (e PROTECTED and/or CLASSIFIED in Le fournisseur et ses employés (p. ex</li> </ol>	e.g. cleaners, maintenance personnel) require access to	V Non ☐ Oui
<ol> <li>c) Is this a commercial courier or deliver S'agit-il d'un contrat de messagerie o</li> </ol>	ry requirement with <b>no</b> overnight storage? ou de livraison commerciale <b>sans</b> entreposage de nuit?	✓ No Yes
7. a) Indicate the type of information that the	he supplier will be required to access / Indiquer le type d'	information auquel le fournisseur devra avoir accès
Canada ✓	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions rela	atives à la diffusion	KIND OF THE STATE
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser		
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'inform	ation	
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PROTÉGÉ A 🗸	NATO NON CLASSIFIÉ	PROTÉGÉ A
PROTECTED B	NATO RESTRICTED	PROTECTED B
PROTÉGÉ B   ✓	NATO DIFFUSION RESTREINTE	PROTÉGÉ B
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C
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# Environment and Environnement et Change Canada Changement climatique Canada

Bid Solicitation No: 5000044992

Contract Number / Numéro du contrat

*	Government of Canada	Gouvernement du Canada		Contr	act Number / Numéro du co	ontrat			
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PART A (cont 8. Will the sup	inued) / PARTIE /	A <i>(suite)</i> s to PROTECTED an	d/or CLASSIFIED COMSE	C information or assets?		No Yes			
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				de nature extrêmement dé	licate?	Non LOui			
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	screened personne	el be used for portions	of the work?		cation de la sécurité doit être	No Yes			
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	supplier be required tion or data?	to use its IT systems	to electronically process, pro	oduce or store PROTECTED	and/or CLASSIFIED	No Yes			
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# Environment and Climate Change Canada Environnement et Changement climatique Canada

Bid Solicitation No: 5000044992

Contract Number / Numéro du contrat

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä<sup>†</sup>



# **ANNEX D**

# **Non-Disclosure Agreement**

I,, recognize that in the course of my work as an employee or subcontractor of, I may be given access to information by or on behalf of Canada in connection
with the Work, pursuant to Contract No between Her Majesty the Queen in right of
Canada, represented by the Minister of Environment and Climate Change Canada and
, including any information that is confidential or proprietary to third parties, and
information conceived, developed or produced by the Contractor as part of the Work. For the
purposes of this agreement, information includes but not limited to: any documents,
instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as
proprietary or sensitive, that is disclosed to a person or that a person becomes aware of
during the performance of the Contract.
I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in
whatever way or form any information described above to any person other than a person
employed by Canada on a need to know basis. I undertake to safeguard the same and take
all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in
contravention of this agreement.
I also acknowledge that any information provided to the Contractor by or on behalf of
Canada must be used solely for the purpose of the Contract and must remain the property of
Canada or a third party, as the case may be.
I agree that the obligation of this agreement will survive the completion of the Contract Serial
No.:
Signature
Date