



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Attention : Carole Daigle Solicitation Number : 5000045476 45 Alderney Drive Dartmouth, NS B2Y 2N6 15th Floor Mail Room</p> <p>Email Address: ec.soumissions-bids.ec@canada.ca Attention: Carole Daigle Solicitation Number: 5000045476</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Best available technologies/best environmental practices to reduct greenhouse gas emissions from new coal mining and processing facilities in Canada</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000045476</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-06-14</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2019-07-29</p>	<p>Time Zone – Fuseau horaire</p> <p>ADT</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2020-03-31</p>	
	<p>Destination - of Services / Destination des services See Herein</p>	
	<p>Security / Sécurité Not Applicable for this Contract</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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TITLE: Best available technologies/best environmental practices to reduce greenhouse gas emissions from new coal mining and processing facilities in Canada

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, the Schedule of Milestones.

2. Summary

- 2.1 Environment and Climate Change Canada has a requirement for qualitative and quantitative data on the best available technologies and best environmental practices economically feasible for reducing the direct Green House Gas emissions from new coal mining and processing facilities in Canada, as detailed in the Statement of Work, Annex A to the bid solicitation.

The period of the contract is from Contract Award to March 31, 2020.

- 2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.4 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canada Free Trade Agreement (CFTA).

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 and Climate Change Canada (ECCC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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 1: Technical Bid (1 hard copy or 1 soft copy in PDF format by e-mail)
Section II: Financial bid (1 hard copy or 1 soft copy in PDF format by e-mail)
Section III: Certifications (1 hard copy or 1 soft copy in PDF format by e-mail)
Section IV: Additional Information (1 hard copy or 1 soft copy in PDF format by e-mail)

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

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

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

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

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

Note for electronic submission of bids:

In order to be considered, bids must be received no later than the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Carole Daigle

Solicitation Number: 5000045476

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.

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.

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.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid

Section II: Financial Bid

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

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. These items will be deliverable to Canada upon completion of the contract.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.

- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.5 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

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

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

1.1 Technical Evaluation

1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture

(consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

1.1.2 Mandatory Technical Criteria

See Attachment 1 to Part 4 – Mandatory Requirements and Evaluation Criteria

1.1.3 Point Rated Technical Criteria

See Attachment 1 to Part 4 – Point Rated Technical Criteria

1.2 Financial Evaluation

1.2.2 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 follows:

2. Basis of Selection – A0036T (2007-05-25) 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; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 59 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection 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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 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 (60%) and Price (40%)

		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

ATTACHMENT 1 TO PART 4,

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERIA:

<p>The bidder must meet all mandatory requirements described below. These will be evaluated as either “Yes” or “No”. Proposals receiving a “No” for any mandatory requirement will not be considered further.</p> <p>Attention bidders: Indicate in the column beside each criterion the number of the relevant page on which information presented in your proposal addresses the mandatory requirements associated with each criterion.</p>			
MANDATORY REQUIREMENTS:	Page #	Yes	No
<p>The bidder must demonstrate that at least one key team member must have a relevant post-graduate degree in engineering or science such as mechanical engineering, chemical engineering, environmental engineering, civil engineering, or environmental science from a recognized university.</p> <p>*The list of recognized assessment organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: http://www.cicic.ca/indexe.smtm;</p>			

<p>The bidder must demonstrate that at least one team member must have a minimum of 5 cumulative years' experience relating to the assessment of technologies and practices to reduce GHG emissions in the mining and processing sector. This criterion must be demonstrated by providing a list of projects that have been completed within the past 10 years from the date of bid closing.</p> <p>*Projects with duration of 0-3 months will not be taken into account.</p>			
<p>The bidder must demonstrate that the proposed Project Manager must have a minimum of 5 cumulative years' experience relating to the assessment of technologies and practices to reduce GHG emissions in energy and industrial sectors. This criterion must be demonstrated by providing a list of projects that have been completed within the past 10 years from the date of bid closing.</p> <p>*Projects with duration of 0-3 months will not be taken into account.</p>			

1.1.4 Point Rated Technical Criteria

Rated Criteria		Maximum Score	Score
R1. Methodological approach (maximum: 21, minimum 10.5)			
<p>Proposal demonstrates a comprehensive methodological approach to complete all aspects of the project including:</p> <p>A)The proposed methodological approach</p> <p>(16 pts) The methodological approach includes a detailed description of the steps that will be undertaken to meet each deliverable in the Statement of Work. The approach is complete and highlights multiple and varied data sources.</p> <p>(12 pts) The methodological approach includes a description of the steps that will be undertaken to meet each deliverable in the Statement of Work. All key steps are included but some steps are not clearly described with sufficient detail OR some data sources are missing.</p> <p>(8 pts) The methodological approach includes a description of the steps that will be undertaken to meet each deliverable in the Statement of Work, but is missing key steps or key data sources are not provided.</p>		16 points	

Rated Criteria		Maximum Score	Score
(4 pts) The methodological approach is incomplete , missing key steps and key data sources are not provided			
<p>B) Possible problems and challenges that could impact the quality and/or delivery of the project and proposed solutions</p> <p>(5 pts) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are clearly described; the proposed solutions adequately mitigate the issues identified, and are within the scope of the project.</p> <p>(2.5 pts) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are described but incomplete or the proposed solutions do not adequately mitigate the issues identified or are not within the scope of the project</p> <p>(0 pts) Possible problems that could arise that would impact the quality and/or delivery of the project are not identified, and/or described.</p>		5 points	
R2. Work plan and Schedule (maximum : 27, minimum 13.5)			
<p>A) The proposal provides a detailed schedule and work plan which demonstrates a commitment to meeting the project objectives and deliverables on time. The following rating scheme will be used to evaluate this criterion:</p> <p>(12 pts) The work plan explains in a detailed, clear, and logical manner how each task and deliverable will be completed and submitted in accordance with the Statement of Work and required timelines.</p> <p>(8 pts) The work plan explains how each task and deliverable will be completed and submitted in accordance with the Statement of Work and required timelines, but is not clearly and logically described with sufficient detail.</p> <p>(4 pts) The work plan presented was not entirely complete or detailed to demonstrate that each task and deliverable will be completed and submitted in accordance with the Statement of Work and required timelines.</p>		12 points	

Rated Criteria		Maximum Score	Score
<p>B) The Bidder should indicate which team member will be assigned to each task and demonstrate that qualified and experienced personnel are assigned to each Task in the work plan:</p> <p>Proposed team members should demonstrate a post-secondary degree relevant to their assigned roles.</p> <p>Proposed team members should demonstrate at least 3 years of project experience, completed within the last 8 years from the date of bid closing, relevant to their assigned role.</p> <p>(12 pts) For each Task, the personnel assigned to the Task are each qualified for the task and have work experience relevant to their assigned role in successfully completing the Task.</p> <p>(8 pts) For some Tasks, only some personnel assigned to the Task are qualified and have work experience relevant to their assigned role in successfully completing the Task but the overall project team can deliver.</p> <p>(4 pts) For key Tasks, the personnel assigned are not qualified and/or not experienced to ensure successful completion of the Project.</p>		12 points	
<p>C) In the work plan, quality assurance is addressed throughout the project. The following rating scheme will be used to evaluate this criterion:</p> <p>(3 pts) Quality assurance is addressed throughout the project, measures used for quality assurance are described in detail at each stage of the project to be deemed effective in ensuring the quality of all deliverables.</p> <p>(1.5 pts) Quality assurance is addressed but measures used for quality assurance are not described at each stage of the project to be deemed effective in ensuring the quality of all deliverables.</p>		3 points	
R3 Project Team Experience (maximum : 32, minimum 16)			
<p>A maximum of four (4) reference projects should be presented for each topic, in tabular format. If more than four (4) referenced projects are submitted, only the first four (4) in order of presentation will be evaluated. All referenced projects must have been performed within the last ten (10) years from the date of bid closing, and include the client organization, project start and end dates, and project description.</p> <p>The reference projects should have similar or greater scopes and budget as the proposed deliverables outlined in the</p>		16 points	

Rated Criteria		Maximum Score	Score
<p>Statement of Work.</p> <p>A) <u>Topic 1</u></p> <p>Experience in the assessment of technologies and practices to reduce GHG emissions in mining and processing facilities.</p> <p>(16 pts) 4 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emission from mining and processing facilities. At least two referenced projects are related to coal mining and processing facilities.</p> <p>(12 pts) 3 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emission from mining and processing facilities. At least one referenced project is related to a coal mining and processing facility.</p> <p>(8 pts) 2 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emission from mining and processing facilities.</p> <p>(4 pts) 1 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emission from mining and processing facilities.</p>			
<p>B) <u>Topic 2</u></p> <p>Experience in the assessment of technologies and practices to reduce GHG emissions in energy and industrial sectors.</p> <p>(16 pts) 4 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emissions in energy and industrial sectors.</p> <p>(12 pts) 3 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emissions in energy and industrial sectors.</p> <p>(8 pts) 2 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emissions in energy and industrial sectors.</p> <p>(4 pts) 1 of the bidder's referenced projects demonstrated experience related to the assessment of technologies and practices to reduce GHG emissions in energy and industrial sectors.</p>		16 points	

Rated Criteria		Maximum Score	Score
R4 Project Manager's Experience (maximum 15 points, minimum 9.5)			
<p>A) The bidder should demonstrate, using project description(s), that the proposed Project Manager has the following experience on projects related to the assessment of GHG emission reduction technologies and practices.. The reference projects should have similar or greater scopes and budget as the proposed deliverables outlined in the Statement of Work.</p> <p>A maximum of two (2) reference projects will be evaluated as described below. If the bidder submits more than two (2) referenced projects, only the first two (2) in order of presentation will be evaluated. All referenced projects must have been performed within the last eight (8) years from the date of bid closing.</p> <p>(6 pts) The Project Manager managed projects of similar or greater scope and budget and which are closely related to the assessment of technologies and practices to reduce GHG emissions in the mining and processing sector. At least one referenced project is related to a coal mining and processing facility.</p> <p>(4 pts) The Project Manager managed projects of similar or of greater scope and budget and which are related to the assessment of technologies and practices to reduce GHG emissions in an energy and industrial sector.</p> <p>(2 pts) The referenced projects are smaller in terms of scope or budget but are related to the assessment of technologies and practices to reduce GHG emissions.</p>		12 points (maximum of 6 points per project)	
<p>B) Details on back-up arrangements for the Project Manager and their capabilities</p> <p>(3 pts) The arrangements for the back-up Project Manager are presented and the back-up Project Manager is qualified to act as Project Manager;</p> <p>(1.5 pts) The back-up arrangements are not clearly presented OR the proposed back-up Project Manager does not meet many of the project management requirements;</p>		3 points	

Rated Criteria		Maximum Score	Score
<p style="text-align: right;">Total</p> <p>NOTE: Total minimal points required for the proposal to be considered: 59 points.</p>		95 points	

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

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

2.3 Former Public Servant

PWGSC SACC Manual clause A3026T (2014-06-26) Former Public Servant – Competitive Bid

3. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

PART 6 – INSURANCE

1. Insurance Requirements

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

PART 7 - RESULTING CONTRACT

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

1. Statement of Work

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

2. 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.

2.1 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"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of

the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2.3 Specific Person(s)

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

3. Security Requirement

- 3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carole Daigle
Procurement Officer
Environment and Climate Change Canada
Procurement and Contracting Division
45 Alderney Drive,
Dartmouth, NS, B2Y 2N6
E-mail address: carole.daigle@canada.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Daisy Hsu
Title: Physical Science Officer
Organization: Environment and Climate Change Canada
Address: 351 boul. St-Joseph, Gatineau, QC

Telephone: 819-938-5548
E-mail address: daisy.hsu@canada.ca

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.

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ *(to be determined)*. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or

- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Invoicing Instructions

8.1 Milestone Payments

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex D of the Contract and the payment provisions of the Contract if:

- (a) 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

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 Quebec.

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) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Schedule of Milestones;
- (g) the Contractor's bid dated (*to be determined*),

12. Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A STATEMENT OF WORK

Title: Best available technologies/best environmental practices to reduce greenhouse gas emissions from new coal mining and processing facilities in Canada

SW01 Objective:

Environment and Climate Change Canada (ECCC) is seeking qualitative and quantitative data on the **best available technologies** and **best environmental practices economically feasible** for reducing the direct GHG emissions from **new coal mining and processing facilities in Canada**

SW02 Background:

On February 8, 2018, the Government of Canada proposed new legislation that would repeal and replace the Canadian Environmental Assessment Act, 2012 (CEAA 2012). Through the proposed Impact Assessment Act (IAA), the Government is proposing new rules that protect the environment, recognize and respect Indigenous rights, and strengthen the economy. These new rules would involve a shift from environmental assessment to impact assessment. The new impact assessment process would serve as a planning tool that takes into consideration the whole range of environmental, health, social and economic effects of projects. This would include the extent to which the effects of the designated project hinder or contribute to the Government of Canada's ability to meet its environmental obligations and its commitments in respect of climate change. The IAA would apply to new projects under federal environmental review.

The Government of Canada published [Discussion Paper: Developing a Strategic Assessment of Climate Change](#) where it outlined how it is considering integrating GHG-related best available technology and best environmental practice (BAT/BEP) into the impact assessment process. BAT/BEP can be defined as the most effective technology, technique or practice economically feasible for reducing GHG emissions. BAT/BEP would encourage project proponents to consider managing GHG emissions from the preliminary design stage. Long term, the implementation of BAT/BEP would provide a practical way to ensure that longstanding infrastructure projects emit lower levels of GHG emissions.

The scope of BAT/BEP analysis would be at the project level, i.e. the BAT/BEP analysis would consider GHG emissions from a project or facility as a whole. Project level includes construction, operation, care and maintenance, and decommissioning phases. This is in line with the boundaries of impact assessment and allows for high emission reductions, as facility-wide emission requirements would capture all emissions, including those from smaller sources that may otherwise not be required to use BAT/BEP. This approach also offers flexibility for proponents.

Environment and Climate Change Canada (ECCC) is currently gathering data and information on BAT/BEP through a separate contract on **stationary combustion equipment**, including boilers, furnaces, engines, turbines (including cogeneration and combined cycle), process heaters, incinerators, and cooling systems. Because stationary combustion equipment are used in multiple sectors, a cross sectoral contract was put in place to consider stationary combustion equipment in a consistent manner across sectors. For the purposes of this work, the Contractor will build on and complete the information provided in the cross-sectoral stationary combustion BAT/BEP contract to tailor the information and considerations for mining and processing facilities. The Contractor will provide additional BAT/BEP relevant to the mining and processing sector.

The proposed BAT/BEP approach is still in development. Any information provided in this Statement of Work is not and should not be interpreted as a policy decision.

SW03 Terminology:

ECCC – Environment and Climate Change Canada

BAT/BEP - best available technologies and best environmental practices economically feasible

GHG – green house gas

CEAA 2012 - *Canadian Environmental Assessment Act, 2012*

IAA - *Impact Assessment Act*

SW04 Scope of Work Tasks:

Task 1: Overview of GHG emissions and GHG emission reduction technologies and practices from existing coal mining and processing facilities

- The Contractor will conduct a review of public information sources on **GHG emission levels** and **GHG emission reduction technologies and practices** currently used in coal mining and processing facilities in Canada and internationally. The findings will be presented and organized by coal mining step (or a different format if agreed by the Project Authority*). This will include process flow diagrams for **underground** and **surface** coal mining methods with an emphasis on steps that produce GHGs, including fugitive methane emissions. Coal mining steps are defined as all relevant mining and processing operations within the overall coal mining and processing facility, considering all the phases of project life including construction, operation, care and maintenance, and decommissioning. Examples of coal mining steps include, but are not limited to, activities such as extraction (overburden removal, excavation operations), processing operations, and transportation.
- In a draft report, the Contractor will provide a **quantitative** overview of GHG emission sources and emission levels (absolute emissions and emissions intensities), main variables driving GHG emission levels, and a description of the existing GHG emission reduction technologies and practices used, with associated costs (capital and operational). Emission factors representing the GHGs generated per unit of output will be summarized in table format.
- After submission of the draft report and review by the Project Authority, the Contractor will review the recommendations of the Project Authority and propose a plan for addressing the recommendations in the final report submitted as part of Task 4.
- The Contractor will use this work as a foundation for Task 2.

Deliverables related to Task 1:

- 1.1 Draft report chapter, in MS Word format: *Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities;*
- 1.2 Detailed outline of draft report chapters related to Task 2, in MS Word

Task 2: Best available technologies / best environmental practices

- Based on Task 1, the Contractor will provide:
 - For each coal mining step identified in task 1, a **qualitative** description of the best available technologies and best environmental practices for reducing GHG emissions from coal mining and processing facilities in Canada and internationally, considering all the phases of project life including construction, operation, care and maintenance, and decommissioning.
 - For each coal mining step identified in task 1, a **quantitative** assessment of the GHG emission intensity associated with the BAT/BEP and a **qualitative and/or quantitative** description of i) the associated costs (capital and operational); ii) the technical considerations, if any; and iii) the environmental considerations, if any, in the selection of a BAT/BEP. The Contractor will provide sufficient information and analysis for ECCC to understand the importance of these considerations and the scenarios where they could apply. This will include a summary table with emission factors.
 - Information will be summarized in table format, as agreed with the Project Authority*, summarizing the analysis of all technologies and practices in demonstrating the BAT/BEP.
- In a draft report, the Contractor will present and organize information by coal mining and processing step (or a different format if agreed by the Project Authority*). Where relevant, the Contractor will provide a breakdown of quantitative figures by equipment, facility size, capacity and/or technology, as appropriate.
- In a draft report, the Contractor will also provide case studies (at least two for each coal mining and processing method (surface and underground), or as agreed with the Project Authority*) of the application of these best available technologies and best environmental practices along with the resulting emission intensity, where available.
- After submission of the draft report and review by the Project Authority, the Contractor will review the recommendations of the Project Authority and propose a plan for addressing the recommendations in the final report submitted as part of Task 4.

Deliverables related to Task 2:

2.1 Draft report chapters for each coal mining and processing step or as appropriate, in MS Word format: *Best available technologies/best environmental practices*.

2.2 Draft report chapter highlighting case studies, in MS Word format

Task 3: Emerging technologies and practices

- Building on Tasks 1 and 2, the Contractor will provide:
 - A **qualitative** description of emerging technologies and environmental practices for reducing GHG emissions from coal mining and processing facilities in Canada and internationally. This will include a description of i) the associated costs; ii) the technical considerations, if any; and iii) environmental considerations, if any, in the selection of a BAT/BEP. Technical information (such as emission factors) for emerging technologies and practices will be included, if available;
- The Contractor will provide the drivers and any barriers for adopting the emerging technologies, along with an estimated timeline for their wider commercialization.

- In a draft report, the Contractor will present and organize information by coal mining step (or a different format if agreed by the Project Authority*). Where relevant, the Contractor will provide a breakdown of quantitative figures by equipment, facility size, capacity and/or technology, as appropriate.
- After submission of the draft report and review by the Project Authority, the Contractor will review the recommendations of the Project Authority and propose a plan for addressing the recommendations in the final report submitted as part of Task 4.

Deliverables related to Task 3

3.1 Draft report chapter, in MS Word format: *Emerging technologies and practices*.

Task 4: Reporting

- The Contractor will combine the draft chapters into a draft final report, with an executive summary, relevant Appendices, and a concluding chapter highlighting recommendations for future work.
- After submission of the draft report and review by the Project Authority, the Contractor will incorporate the recommendations of the Project Authority and produce a final report along with a summary PowerPoint deck.

Deliverables related to Task 4:

- 4.1 Draft report, in MS Word format
- 4.2 Final report, in MS Word format
- 4.3 All tables included in the written report, in MS Excel format
- 4.4 Summary presentation, in MS PowerPoint format

SW05 Deliverables and Acceptance Criteria:

Deliverable Number	Tasks	Format
1	1.1 Draft report chapter: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities	Word
	1.2 Detailed outline of draft report chapters related to Task 2	Word
2	2.1 Draft report chapters for each coal mining step or as appropriate: Best available technologies/ best environmental practices	Word
	2.2 Draft report chapter: Case studies	Word
3	3.1 Draft report chapter: Emerging technologies and practices	Word
4	4.1 Complete draft report	Word
	4.2 Final report	Word
	4.3 All tables listed in the report	Excel
	4.4 Summary presentation	Powerpoint

- Completion of each task will be determined by the Project Authority with the deliverables being subject to the acceptance and/or approval of the Project Authority.

- This list of task elements is not necessarily exhaustive. The Contractor is encouraged and expected to provide any additional information discovered during the course of this work where this additional information would be deemed by the Project Authority to be relevant in fulfilling the purpose and objectives of this contract.
- As it applies to the non-invoice matters of this contract, all monetary values shall be expressed by the Contractor in Canadian dollars, with the source year readily visible. Instances of currency conversion shall be identified by the Contractor and accompanied by the Contractor's explanation of the exchange rate used.
- ECCC reserves the right to have the collected data and the reports reviewed, in a confidential manner, by a third party expert and/or industry consultants. The Contractor shall, where valid and reasonable, incorporate their recommendations, comments and views on all the deliverables.
- The Contractor is encouraged and expected to provide and present technical data in tables and graphs.
- The Contractor shall report all relevant sources of information.
- The Contractor shall prepare drafts and a final report that shall include, but not be limited to, the Tasks identified above. If a particular Task, or aspect thereof, cannot for any reason be fulfilled, then the Contractor must explain to the satisfaction of the Project Authority why this is so.
- All reports (either in draft or final form) shall be written in a clear and logical fashion and shall be submitted in a Microsoft Office format for Windows, version 2007 or later.
- All supporting and underlying data (raw data) shall be provided in Microsoft Excel format (version 2007 or later). Data must be properly organized, referenced and sourced. If estimates and assumptions are used, they must be clearly identified and justified. Spreadsheet design and documentation should enable modification and replication of results by the Project Authority.

*Deliverables subject to format variabilities must be discussed and approved by the Project Authority *prior* to deliverable submissions.

1.1. **Timeframe and Delivery Dates:**

Table 1: Deliverables, Reporting Format, and Deadlines

DELIVERABLE	REPORTING FORMAT	DEADLINES
Task 1: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities		
1.1 Draft report chapter: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities	Word	October 25, 2019
1.2 Detailed outline of draft report chapters related to Task 2	Word	October 25, 2019
Task 2: Best available technologies / best environmental practices		
2.1 Draft report chapters for each coal mining step or as appropriate: Best available technologies/ best environmental practices	Word	December 13, 2019
2.2 Draft report chapter: Case studies	Word	December 13, 2019
Task 3: Emerging technologies and practices		
3.1 Draft report chapter: Emerging technologies and practices	Word	January 17, 2020
Task 4: Report		
4.1 Complete draft report	Word	February 14, 2020
4.2 Final report	Word	March 13, 2020
4.3 All tables listed in the report	Excel	March 13, 2020
4.4 Summary presentation	Powerpoint	March 13, 2020

**ANNEX B
BASIS OF PAYMENT**

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

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

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

Quotation for the Purpose of Submitting a Bid:

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

Contractors should consider all costs in their Financial Proposal.

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

Table to be completed by bidder:

DELIVERABLES	Per Diem Rate	Number of Days	Total
Task 1: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities			
1.1 Draft report chapter: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities			
1.2 Detailed outline of draft report chapters related to Task 2			
Task 2: Best available technologies / best environmental practices			
2.1 Draft report chapters for each coal mining step or as appropriate: Best available technologies/ best environmental practices			
2.2 Draft report chapter: Case studies			
Task 3: Emerging technologies and practices			
3.1 Draft report chapter: Emerging technologies and practices			
Task 4: Report			
4.1 Complete draft report			
4.2 Final report			
4.3 All tables listed in the report			
4.4 Summary presentation			
Subtotal			
Taxes			
TOTAL			

**ANNEX C
INSURANCE REQUIREMENTS**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

**ANNEX D
SCHEDULE OF MILESTONES**

For the Period: Contract Award to March 31, 2020

Milestone Payments	DELIVERABLE	Due on or Before	Milestone Payment
	Task 1: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities		
1	1.1 Draft report chapter: Overview of GHG emissions and GHG emission reduction technologies and practices from coal mining and processing facilities 1.2 Detailed outline of draft report chapters related to Task 2	October 25, 2019	20% of Contract Value
	Task 2: Best available technologies / best environmental practices		
2	2.1 Draft report chapters for each coal mining step or as appropriate: Best available technologies/ best environmental practices 2.2 Draft report chapter: Case studies	December 13, 2019	53% of Contract Value
	Task 3: Emerging technologies and practices		
3	3.1 Draft report chapter: Emerging technologies and practices	January 17, 2020	12% of Contract Value
	Task 4: Report		
4	4.1 Complete draft report	February 14, 2020	
5	4.2 Final report 4.3 All tables listed in the report 4.4 Summary presentation	March 13, 2020	15% of Contract Value