



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre REVIEW OF DEFINITIONS OF HAZARDOUS WASTE AND HAZARDOUS RECYCLABLE MATERIALS UNDER PART 7, DIVISION 8 of CEPA 1999</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000061197R</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2022.10.20</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 15 :00 on – le 2022.11.16</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Standard Time (EST)</p>
	<p>F.O.B – F.A.B Destintation</p>	
	<p>Address Enquiries to - Adresser toutes questions à Alyssa Festeryga Alyssa.festeryga@ec.gc.ca</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein.</p>	
	<p>Destination of Services / Destination des services See herein.</p>	
	<p>Security / Sécurité See herein.</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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List of Annexes:

Annex A Statement of Work
Annex B Basis of Payment



PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes.

1.2 Summary

1.2.1 Environment and Climate Change Canada (ECCC) has a requirement for a Review of Definition of Hazardous Waste and Hazardous Recyclable Materials Under Part 7, Division 8 of CEPA 1999 as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of Contract Award to November 15, 2023.

ECCC requires a Contractor to provide scientific and technical expertise to determine whether specific substances are relevant to waste, recycling or end of life products, validate or develop and recommend threshold limits for substances, undertake a review of leachate tests and concentrations, and examine considerations and challenges related to this work, as well as undertake work on hazard characteristics.

1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

1.2.3 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.

1.2.4 The requirement is subject to the provisions of the Canada–Korea Free Trade Agreement.

1.3 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

2.1. Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000061197 dated November 8, 2021 with a closing of November 23, 2021 at 15:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

2.2. 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 PSPC/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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

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”

2.3. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.4. 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: 2019-01](#) 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.

2.5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **six (6) 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.

2.6. Applicable Laws

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

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.



2.7. 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, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

2.8. Bid Challenge and Recourse Mechanisms

Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid one (1) soft copy in PDF format.

Section II: Financial Bid one (1) soft copy in PDF format.

Section III: Certifications one (1) soft copy in PDF format.

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

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

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

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

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

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

Note for electronic submission of bids:

In order to be considered, bids must be received by 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: soumissionsbids@ec.gc.ca
Attention: Alyssa Festeryga



Solicitation Number: 5000061197R

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 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

- 3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.1.3** Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each phase 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.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [http://laws-lois.justice.gc.ca/eng/acts/N-4/;](http://laws-lois.justice.gc.ca/eng/acts/N-4/))
- (ii) travel between the successful bidder's place of business and the NCR; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

3.1.5 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.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Deliverable	Due Date of Deliverable	Subtotal (Not Including Tax)
6.1. Detailed work plan for each analysis area	Three (3) weeks after Contract Award Date	
6.2. Draft Section of the Report on the strategy to determine if a particular substance is relevant to a waste, a recyclable material, and/or an end of life product, as well as testing/implementing the strategy for up to ten (10) substances of the 110 substances (Statement of Work 3.1.1 and part of 3.1.2)	March 15, 2023	
6.3. Draft Section of the Report implementing the strategy to identify the relevancy of the remaining 100 substances to waste, recyclable materials and/or end of life products (Statement of Work 3.1.2)	Sixteen (16) weeks after Contract Award Date, but no later than May 10, 2023, which ever comes first	
6.4. Draft Section of the Report for: <ul style="list-style-type: none"> - the determination of thresholds for thirty five (35) substances, schedule 2 (Statement of Work 3.2.1); - the determination of thresholds for twenty four (24) substances, schedule 7 (Statement of Work 3.2.2); and - the literature review on leachate tests, leachate thresholds vs concentration thresholds (Statement of Work 3.2.3) 	Thirty (30) weeks after Contract Award Date, but no later than August 16, 2023, which ever comes first	
6.5. Draft Section of the Report for the review of guidelines and considerations for additional substances OR detailed strategy for determining thresholds (Statement of Work 3.2.4)	Thirty-five (35) weeks weeks after Contract Award Date, but no later than September 20, 2023, which ever comes first	



6.6. Draft Section of the Report for the review of 8 hazardous characteristics (Statement of Work 3.3)	Thirty-nine (39) weeks after Contract Award Date, but no later than October 18, 2023, which ever comes first	
6.7. Final Report for all Sections	November 15, 2023	
TOTAL		
(FOR EVALUATION PURPOSES, not including tax)		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. 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.

4.2. 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.

4.2.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.3. Financial Evaluation

4.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$100,000.00** excluding applicable taxes. Bids valued in excess of this amount will be considered nonresponsive. This disclosure does not commit Canada to pay the maximum funding available.

4.3.2 Evaluation of Price

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

4.3.2.1. The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

4.3.2.2. For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Basis of Selection

SACC Manual Clause A0027T 2012-07-16, Basis of Selection – Highest Combined Rating of Technical Merit and Price

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. meet the minimum number of points in each of the point rated criteria; and
 - d. obtain the required minimum of 70 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) or (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.

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

**ATTACHMENT 1 TO PART 4,
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Criterion #	Mandatory Criteria	Met/ Not Met
M1	<p>The Bidder’s proposed Project Manager must have a university bachelor’s degree in science or engineering .</p> <p>Examples include the following: Chemistry, Environmental Science, Ecology, Biology, Toxicology, Chemical Engineering, Environmental Engineering or related discipline with in-depth knowledge and significant experience in working with the waste and recyclables sector.</p> <p>Proof of Education is required and met by submitting a copy of the bachelors degree with resume.</p> <p>A photocopy of the document is acceptable.</p>	



Point-Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified in the table below. Bidders must obtain the following:

- a. **meet the minimum score of the overall point rated criteria with 70% (53 of a possible 76 points) or higher**

	Point Rated Evaluation Criteria	Cross Reference to Proposal (Supplier to insert)	Maximum Available Points	Points Received
R1	<p><u>EXPERIENCE</u></p> <p>The Bidder's proposal demonstrates that their Project Manager has a minimum of five (5) years of experience within the Canada waste and recycling sector in the last ten (10) years from date of bid closing.</p> <p>For each project, the Bidder must provide the project name, project duration in months, customer name, and summary of work completed.</p> <p>Points will be award as follows:</p> <ul style="list-style-type: none"> • 30 points: 120+ months • 25 points: 108+ to 120 months • 20 points: 96+ to 108 months • 15 points: 84+ to 96 months • 10 points: 72+ to 84 months • 5 points: 60 to 72 months • 0 Point: Less than 60 months 		30	
R2	<p><u>KNOWLEDGE and PAST PROJECTS</u></p> <p>The Bidder's proposal demonstrates that their proposed project team have completed two (2) projects/contracts within the last five (5) years, from date of bid closing, of similar scope.</p> <p>For each project/contract, the following information must be provided:</p> <ul style="list-style-type: none"> • Name of client organization • Start and end dates • A one (1) page summary of the objectives, scope, and deliverables for the project/contract 		40	

	<p>For a project/contract to be considered of similar scope, it must include the following elements:</p> <ul style="list-style-type: none"> • K1: In-Depth and Comprehensive Knowledge of the Canadian waste and recycling sector. Ability to identify and characterize current and emerging waste streams and chemical substances contained within them, and their associated risks to the environment and/or human health. • K2 - Applicable Acts and Regulations in Canada (federal and provincial) and internationally • K3: International Conventions and their Guidance documents (Basel Convention Guidelines, Stockholm Convention) on the control of hazardous materials • K4: Scientific, risk based approach of assessing substances, including on how to establish thresholds for substances in various waste and recyclable materials • K5: Risks for controlling these wastes and recyclable materials and challenges for regulatees <p>If a Bidder provides more than two (2) projects/contracts, ECCC will only consider the first two (2).</p> <p>Bidder's will receive either full points or 0 points for each of the following items that are included, and described, per project/contract for a maximum of twenty (20) points per project/contract. No partial points will be awarded.</p> <ul style="list-style-type: none"> • 4 points - Ability to understand different types and streams of wastes and recyclable materials. • 4 points - Ability to identify provincial, national and international guidance, standards, and legislation and to determine how certain waste streams and chemical substances are regulated and controlled within Canada and abroad • 4 points – Ability to determine 			
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	<p>threshold for substances that are relevant to waste and recyclable materials</p> <ul style="list-style-type: none"> • 4 points - Ability to understand the chemistry (fate, toxicity, behavior, risks) of chemical substances found in waste and recyclable material streams • 4 points - Ability to synthesize complex information and provide recommendations 			
R3	<p>PROBLEM SOLVING & LEADERSHIP</p> <p>For one (1) of the projects provided in R2 the Bidder demonstrates their ability to solve problems that arise during the research phase.</p> <p>Bidder's will receive either full points or 0 points for each of the following items that are included, and described. No partial points will be awarded.</p> <ul style="list-style-type: none"> • 1 point - Define the Problem • 1 point - Determining the Route Cause • 1 point - Develop Alternative Solutions • 1 point - Select Solution • 1 point - Implement Solution • 1 point - Evaluate Outcome 		6	
	Total – minimum pass score required 53 points		76 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.

5.1. Certifications Required Precedent to Contract Award

5.1.1 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.

5.1.2. 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

5.2. 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.

5.2.1. 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.

5.2.2. Education and Experience

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

PART 6 - RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: *(insert only at contract award)*

6.1. Statement of Work

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

6.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/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.

6.2.1 General Conditions

2035 (2022-05-12), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground

6.2.3 Specific Person(s)

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

6.3. Security Requirement

6.3.1 There is no security requirement applicable to this Contract.

6.4. Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alyssa Festeryga



Title: Team Manager, Procurement - Operations Atlantic
 Environment Canada and Climate Change Canada
 Procurement and Contracting Division
 Address: 45 Alderney Drive, Dartmouth NS B2Y 2N6

E-mail address: alyssa.festeryga@ec.gc.ca

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

6.5.2 Technical Authority – To be inserted at Contract Award

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative – To be completed by Bidder

6.6. 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7. Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Expenditure

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

6.7.3 Time Verification

C0711C (2008-05-12) Time Verification

6.8. Invoicing Instructions

6.8.1 Monthly Payment

6.8.1.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.8.2 SACC Manual Clauses

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

6.9. Certifications and Additional Information



6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**. (Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)

6.11. 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. the supplemental general conditions 4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground;
- c. the 2035 (2022-05-12), General Conditions - Professional Services (High Complexity), as modified below
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- 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)*).

6.12. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

6.13. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A STATEMENT OF WORK

1. Background

- 1.1. Under the authority of the *Canadian Environmental Protection Act, 1999*, the [Cross-Border Movement of Hazardous Waste and Hazardous Recyclable Material Regulations \(XBR\)](#) ensure that hazardous waste (HW) and hazardous recyclable materials (HRM) crossing Canada's international, inter-provincial and territorial borders reach their intended destination thus reducing the risks of release of contaminants to the environment.
- 1.2. Environment and Climate Change Canada (ECCC) has initiated a review of the definitions of HW and HRM in the XBR with the goal of developing a proposal for updated definitions.
- 1.3. The definitions of HW and HRM used in Canadian federal legislation have not changed in the last fifteen (15) years. Yet, over the years, the types of HW and HRM being managed have changed in terms of their composition, constituents and characteristics. This is in addition to on-going international work being undertaken related to waste and recyclable materials. ECCC recognizes the need to update the definitions of HW and HRM to better reflect the current waste and recycling materials of concern, to provide greater clarity to the regulated community and the Department, and to ensure appropriate environmental protection related to the transboundary movement of these materials. The work outlined in this Contract will assist ECCC in reaching these goals.
- 1.4. Definition of Hazardous Waste and Hazardous Recyclable Materials
 - 1.4.1. The definitions¹ of HW and HRM in the XBR rely on multiple lists of substances and thresholds and other criteria, to determine if a waste or a recyclable material would be hazardous. The following criteria are included in the definitions of HW and HRM:
 - 1.4.1.1. Listed on Schedule 6 of the XBR;
 - 1.4.1.2. Meets the criteria for inclusion in one of Classes 2 to 6, 8 and 9 as set out in Part 2 of the *Transportation of Dangerous Goods Regulations*;
 - 1.4.1.3. Contains a substance from the list environmentally hazardous substances above the specified threshold concentration of 100 mg/kg (except for PCB at 50 mg/kg), (Schedule 7 of XBR);
 - 1.4.1.4. Produces a leachate containing a listed substance over the specified threshold (Schedule 2 of XBR); or
 - 1.4.1.5. Is either pure or the only active ingredient and is unused, set out in Schedule 8 of XBR.
- 1.5. A review of the schedules in the Regulations is being undertaken as many of the substances, hazardous characteristics and concentration thresholds are based on dated information. In addition, these lists and schedules do not necessarily take into consideration recent global or national concerns, or changes made to risk based

¹ Definition for HW and HRM are in Section 2(1) and 4(1) of the XBR <https://laws-lois.justice.gc.ca/eng/regulations/SOR-2021-25/page-1.html>

thresholds, and do not consider a number of substances on Schedule 1 of CEPA² or that are Persistent Organic Pollutants (POPs) under the Stockholm Convention on Persistent Organic Pollutants³.

2. Objectives

- 2.1. Determine whether specific substances are relevant to waste, recycling or end of life products;
- 2.2. Provide scientific and technical expertise required to review, validate and recommend concentration or leachate threshold limits for targeted substances;
- 2.3. Undertake a literature review of leachate tests and apply this knowledge to the development of leachate threshold limits;
- 2.4. Provide scientific and technical expertise required to consider the development of threshold for additional substances;
- 2.5. Review specific hazard characteristics, and develop criteria and identify thresholds to assess whether a waste or a recyclable material would exhibit the characteristic

3. Scope of Work

3.1. Research related to substances that are a waste or recyclable material

3.1.1. The Contractor must develop a strategy to determine if a particular substance is relevant to a waste, a recyclable material, and/or an end of life product (i.e. would be found in waste, recyclable materials or products in Canada and abroad). As part of this strategy, the Contractor must determine sources of information to consider (e.g. Chemicals Management Plan Risk Assessments, Canadian International Merchandise Trade Web Application, Basel Convention and its guidance documents, primary literature, information directly from stakeholders including from industry, Canadian Waste association and/or ENGOs) as well as develop a list of key words to search. For example:

- 3.1.1.1. In what state/physical form is the substances found (liquid, gas, solid, sludge)?
- 3.1.1.2. Is it imported/exported in end of life products/waste/recyclable material?
- 3.1.1.3. Is it found in end of life products?
- 3.1.1.4. Is it manufactured in Canada?
- 3.1.1.5. Does Canada have facilities to treat HW/HRM containing this substance?
- 3.1.1.6. Is this substance a residue of production?
- 3.1.1.7. Is there international interest/obligation to control this substance as a waste?
- 3.1.1.8. In what waste streams is this substance found, including mixed (e.g. paper/cardboard, household waste) and problematic waste streams (e.g. e-waste, batteries, electronic devices, biomedical waste)?
- 3.1.1.9. Other criteria

3.1.2. Using the strategy developed in 3.1.1 to document the research, the Contractor must determine whether up to 110 substances are relevant to waste, recyclable materials or end of life products. For each substance, if any are not found to be relevant to end of life products, wastes or to recyclable materials, the Contractor

² Canadian Environmental Protection Act (1999) <https://laws-lois.justice.gc.ca/eng/acts/c-15.31/>

³ Stockholm Convention on Persistent Organic Pollutants (2001), <http://www.pops.int/>



must provide a rationale/reason to substantiate this (e.g. emissions from a point source or a gas that is not in a compressed gas container).

3.2. Research related to thresholds

3.2.1. Schedule 2 substances – review, validation, and recommendation

3.2.1.1. The Contractor must review standards/guidelines in Canadian (federal and provincial) and other jurisdictions for use as thresholds that are relevant to HW and HRM (e.g. Canadian Drinking Water Quality Guidelines, provincial guidelines, etc), validate and recommend leachate threshold limits for 35 substances that will be provided by the technical authority. When making a recommendation of one standard/guideline over another, the Contractor must consider elements including but not limited to: whether it was derived using a risk based approach, whether the purpose/focus of it is for the protection of environment or human health, how recently it was developed, and potential alignment with provinces and/or the US. There are:

3.2.1.1.1. 12 new substances that are being considered for addition on Schedule 2 with new threshold limits;

3.2.1.1.2. 12 substances that already exist on Schedule 2, including some substances that are top export and import by quantity, for which revised threshold limits are being considered;

3.2.1.1.3. 3 substances that are being considered to transfer from Schedule 7 to Schedule 2; and

3.2.1.1.4. 8 additional substances to consider as they represent the significant majority of exported and/or imported substances by quantity.

3.2.1.2. If applicable, this work also requires that the Contractor include the validation or derivation and justification of a dilution attenuation factor applicable for wastes and recyclable materials, or another safety factor that is protective of human health and the environment.

3.2.1.3. The Contractor must identify any issues or considerations with the recommended thresholds.

3.2.1.4. For each substance, and after having completed the literature outlined in Part 3.2.3 below, the Contractor must determine which leachate test is anticipated to produce the most accurate results (TCLP, SPLP or LEAF), ranking the tests if possible, and justify the response. The Contractor must also note and justify whether there are any substances that would best be determined using concentration thresholds and therefore be placed on Schedule 7 instead.

3.2.2. Schedule 7 substances – review, validation, and recommendation

3.2.2.1. The Contractor must review standards/guidelines in Canadian and other jurisdictions for use as thresholds that are relevant to HW and HRM (e.g. CCME CWQG-PALs, provincial guidelines, WHO GDWQ, US EPA MCL. etc), validate and recommend concentration threshold limits for 24 substances that will be provided by the technical authority.

3.2.2.2. This work also requires that the Contractor include the derivation and justification of a dilution attenuation factor applicable for wastes and recyclable materials, or another safety factor that is protective of human health and the environment.

3.2.2.3. The Contractor must identify any issues or considerations with the recommended thresholds.

3.2.2.4. For each substance, and after having completed the literature outlined in Part 3.2.3 below, the Contractor must determine whether concentration threshold would be most suitable for this substance. The Contractor must also

note and justify whether there are any substances that would best be determined using a leachate test (and therefore be placed on Schedule 2 instead), and which test would be anticipated to produce the most accurate results (TCLP, SPLP or LEAF), ranking the tests if possible, and justify the response.

3.2.3. Leachate tests, leachate thresholds vs concentration thresholds

3.2.3.1. The Contractor must undertake a literature review that:

3.2.3.1.1. Provides a general comparison of commonly used leachate tests (TCLP, SPLP, LEAF, others), identify which jurisdictions use them and the groups of substances that the tests are most applicable for.

3.2.3.1.2. Determines and recommends in general, the circumstances arising when a leachate threshold would be preferred over the use of a concentration threshold when establishing a threshold to make a determination of when a waste or recyclable material should be considered hazardous (e.g. chemical properties or other characteristics of substance, bioaccumulative vs a metal).

3.2.4. Additional Substances

3.2.4.1. Based on the research undertaken in Section 1 above on 110 substances, it is anticipated that a number of them will be relevant to waste and recyclable materials. With the goal of looking at considerations relevant to the development thresholds, the Contractor must recommend a list of approximately 25-35 substances to the Technical Authority, and for each of them, must:

3.2.4.1.1. Review standards/guidelines in Canadian (federal and provincial) and other jurisdictions including the US EPA and the EU to identify those that could be applicable for use as thresholds that are relevant to HW and HRM;

3.2.4.1.2. Identify whether a leachate or a concentration threshold would be most appropriate;

3.2.4.1.3. Provide details as to whether/what dilution attenuation factors or other safety factors could be included;

3.2.4.1.4. Determine whether there an established test method to undertake chemical analysis of the substance in waste; and

3.2.4.1.5. Highlight other elements that are important considerations

3.2.4.2. In the event where there are no guidelines or standards for a particular substance and therefore no clear path forward for the development of a threshold, the Contractor must identify what gaps are present, and what elements would be needed to develop a threshold.

3.3. Research Related to Hazardous Characteristics

3.3.1. For the following list of hazard characteristics that are associated with longer-term/chronic effects to human health and the environment, the Contractor must scan criteria used in other jurisdictions (e.g. US EPA, EU):

3.3.1.1. Carcinogenicity

3.3.1.2. Reproductive toxicity

3.3.1.3. Low acute toxicity

3.3.1.4. Serious eye damage/eye irritation

3.3.1.5. Respiratory/skin sensitization

3.3.1.6. Germ cell mutagenicity

3.3.1.7. Specific target organ toxicity

3.3.1.8. Ecotoxicity



- 3.3.2. For each hazardous characteristics above, the Contractor must recommend options for criteria that could be used to assess whether a waste or a recyclable material would exhibit the characteristic; in particular, what might be the qualitative measures or thresholds values that could be implemented in Canada.
4. Reference Documents
- 4.1. The Contractor must consult the following lists of hazardous or toxic substances.
- 4.1.1. CEPA Schedule 1 – List of Toxic Substances⁴ and relevant substance risk assessments and risk management instruments (e.g regulations)
- 4.1.2. List of Environmental Hazardous Constituents⁵ (TCLP) (Schedule 2 of the Cross-Border Regulations)
- 4.1.3. List of Environmentally Hazardous Substances⁶ (Schedule 7 of the Final Cross-Border Regulations)
- 4.1.4. Stockholm Convention⁷ - List of Persistent Organic Pollutants (POPs)
- 4.1.5. Basel Convention⁸ - substance and waste streams in Annex I and VIII, and hazardous characteristics of Annex III
5. Tasks
- 5.1. The Contractor must prepare a detailed draft workplan for each area identified by ECCC.
- 5.2. Each workplan must include the following elements.
- 5.2.1.1. Work Description
- 5.2.1.2. Goals and Objectives – Align project goals with ECCC needs
- 5.2.1.3. Scope of work
- 5.2.1.4. List of Deliverables and Estimated Due Dates – Work breakdown structure (GANNT chart)
- 5.2.1.5. Detailed Schedule – Estimate how long it will take to complete each task and accounting for contingencies
- 5.2.1.6. Defined Roles and Responsibilities – Clarify the responsibilities of each person on project team
- 5.2.1.7. Resource Allocation – How much time each resource can devote to the project
- 5.3. The Contractor must incorporate the feedback from the Technical Authority on the draft work plan into the final work plan.
- 5.4. The Contractor must complete research identified in the workplan and as per the Statement of Work.
- 5.4.1. The Contractor must complete draft reports on each analysis area as identified in the approved work plan.

⁴ CEPA 1999 – Schedule 1

<https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/substances-list/toxic/schedule-1.html>

⁵ Schedule 2 of Cross-Border Regulations

<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2021-25/page-1.html>

⁶ Schedule 7 of Cross-Border Regulations

<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2021-25/page-1.html>

⁷ Stockholm Convention, List of POPs

<http://www.pops.int/TheConvention/ThePOPs/AllPOPs/tabid/2509/Default.aspx>

⁸ Basel Convention, Annexes I, II and VIII

<http://www.basel.int/TheConvention/Overview/TextoftheConvention/tabid/1275/Default.aspx>

5.4.2. The Contractor must incorporate the feedback from the Technical Authority on the draft reports on each analysis area identified in the approved work plan into the final report.

5.5. Meetings

5.5.1. The Contractor must schedule up to six (6) virtual meetings with the Technical Authority over the contract period.

5.5.1.1. These meetings are aimed to provide regular updates, progress, challenges, and key findings on the research work completed.

5.5.1.2. These meetings provide an opportunity for the Contractor to identify and raise issues with ECCC and discuss next steps and path forward.

5.5.1.3. These meetings must be spaced no further than every forty (40) hours of work completed by the Contractor.

5.5.1.4. Each meeting must provide a short update of the research work completed and propose next steps.

5.5.1.5. The first meeting, a kick-off meeting, must occur within two (2) weeks of the Contract Award Date.

6. Deliverables

Deliverable	Description	Format	Due Date
6.1.	Detailed work plan for each analysis area	Electronically using Microsoft Word, Microcoft Excel, etc.	Three (3) weeks after Contract Award Date
6.2.	Draft Section of the Report on the strategy to determine if a particular substance is relevant to a waste, a recyclable material, and/or an end of life product, as well as testing/implementing the strategy for up to ten (10) substances of the 110 substances (Statement of Work 3.1.1 and part of 3.1.2)	Electronically using Microsoft Word, Microcoft Excel, etc.	March 15, 2023
6.3.	Draft Section of the Report implementating the strategy to identify the relevancy of the remaining 100 substances to waste, recyclable materials and/or end of life products (Statement of Work 3.1.2)	Electronically using Microsoft Word, Microcoft Excel, etc.	Sixteen (16) weeks after Contract Award Date, but no later than May 10, 2023, which ever comes first
6.4.	Draft Section of the Report for: <ul style="list-style-type: none"> - the determination of thresholds for thirty five (35) substances, schedule 2 (Statement of Work 3.2.1); - the determination of 	Electronically using Microsoft Word, Microsoft Excel, etc.	Thirty (30) weeks after Contract Award Date, but no later than August 16, 2023, which ever comes first



	<p>thresholds for twenty four (24) substances, schedule 7 (Statement of Work 3.2.2); and</p> <ul style="list-style-type: none"> - the literature review on leachate tests, leachate thresholds vs concentration thresholds (Statement of Work 3.2.3) 		
6.5.	Draft Section of the Report for the review of guidelines and considerations for additional substances OR detailed strategy for determining thresholds (Statement of Work 3.2.4)	Electronically using Microsoft Word, Microsoft Excel, etc.	Thirty-five (35) weeks weeks after Contract Award Date, but no later than September 20, 2023, which ever comes first
6.6.	Draft Section of the Report for the review of 8 hazardous characteristics (Statement of Work 3.3)	Electronically using Microsoft Word, Microsoft Excel, etc.	Thirty-nine (39) weeks after Contract Award Date, but no later than October 18, 2023, which ever comes first
6.7.	Final Report for all Sections	Electronically using Microsoft Word, Microsoft Excel, etc.	November 15, 2023

7. Acceptance Criteria

- 7.1. The Contractor must receive approval on the final work plan from the Technical Authority before proceeding to the next task.
- 7.2. The Contractor must provide a draft version of the research identified in the approved workplan to the Technical Authority for their review and comment.

8. Government Supplied Material

- 8.1. ECCC will provide feedback on the draft work plan within five (5) days.
- 8.2. ECCC will provide feedback on the draft reports on each analysis area within five (5) days.
- 8.3. ECCC will notify the Contractor if new research gaps and questions have been raised by stakeholders or internal reviews and whether they require more research to be completed by the Contractor.

9. Official Languages

- 9.1. All work must be completed in English.
- 9.2. The department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s)

of the participants and must be submitted to the Department Representative before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

10. Work Location

10.1. The Contractor must complete all work at their site.

11. Travel

11.1. Travel is not required to perform the Work.

12. Sustainable Procurement Considerations

12.1. The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board Policy on Green Procurement and Greening Government Strategy.

13. Accessibility Considerations

13.1. The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the Accessible Canada Act, its associated regulations and standards, and Treasury Board Contracting Policy.



**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)

Deliverable	Description	Subtotal
6.1.	Detailed work plan for each analysis area	
6.2.	Draft Section of the Report on the strategy to determine if a particular substance is relevant to a waste, a recyclable material, and/or an end of life product, as well as testing/implementing the strategy for up to ten (10) substances of the 110 substances (Statement of Work 3.1.1 and part of 3.1.2)	
6.3.	Draft Section of the Report implementing the strategy to identify the relevancy of the remaining 100 substances to waste, recyclable materials and/or end of life products (Statement of Work 3.1.2)	
6.4.	Draft Section of the Report for: <ul style="list-style-type: none"> - the determination of thresholds for thirty five (35) substances, schedule 2 (Statement of Work 3.2.1); - the determination of thresholds for twenty four (24) substances, schedule 7 (Statement of Work 3.2.2); and - the literature review on leachate tests, leachate thresholds vs concentration thresholds (Statement of Work 3.2.3) 	
6.5.	Draft Section of the Report for the review of guidelines and considerations for additional substances OR detailed strategy for determining thresholds (Statement of Work 3.2.4)	
6.6.	Draft Section of the Report for the review of 8 hazardous characteristics (Statement of Work 3.3)	
6.7.	Final Report for all Sections	
Subtotal		
Tax – (to be estimated at contract award)		
Total		