



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Shakir Salman</b> <a href="mailto:Shakir.salman@canada.ca">Shakir.salman@canada.ca</a></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Perform a study to gather use pattern information on lead sinkers and jigs and their non-lead alternatives in Canada.</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> <b>5000023356</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> <i>2016-08-10</i></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p><b>at – à 14:00 P.M.</b> <b>on – le 2016-08-26</b></p>	<p><b>Time Zone – Fuseau horaire</b> <i>EDT</i></p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Shakir Salman Shakir.salman@canada.ca</p>	
	<p><b>Telephone No. – N° de téléphone</b> <b>819-938-3824</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <i>2017-03-31</i></p>	
	<p><b>Destination - of Services / Destination des services</b> 351 St-Joseph Blvd, Gatineau, QC K1A 0H3</p>	
	<p><b>Security / Sécurité</b> <i>Reliability Status Clearance</i></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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## **PART 1 - GENERAL INFORMATION**

### **1. 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 Security and Other Requirements includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include a Confidentiality Agreement, Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the Non-Disclosure Certification, the Schedule of Milestones, and any other annexes.

### **2. Summary**

- 2.1 Environment Canada has a requirement for a study to gather use pattern information on lead sinkers and jigs and their non-lead alternatives in Canada as detailed in the Statement of Work, Annex A to the bid solicitation.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003
- 2.4 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.

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003, 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

#### **Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

#### **At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

#### **At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

#### **At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

**Insert:** “Bids may be submitted by facsimile if specified in the bid solicitation.”

#### **At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** “Deleted”

#### **At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** “the Procurement Business Number of each member of the joint venture,”

**Insert:** “Deleted”

#### **At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** “Deleted”

At Section 05 Submission of Bids, Subsection 05 (4):

**Delete:** “sixty (60) days”

**Insert:** "one hundred and twenty (120) days"

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** "Deleted"

**At Section 10 Joint Venture, Subsection 10 (1b):**

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

## **2. Submission of Bids**

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

## **3. Former Public Servant – Competitive Bid**

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

### **Definitions**

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than (4) 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 **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.

## **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:

6.4.1 The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;



**ATTACHMENT 1 TO PART 2 -  
CONFIDENTIALITY AGREEMENT**

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE  
MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of bid solicitation No. **5000023356** contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - (c) is independently developed by the Supplier; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

\_\_\_\_\_  
Name of Supplier

\_\_\_\_\_  
Signed by its authorized representative

\_\_\_\_\_  
Date

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

- Section I: Technical Bid (1 soft copy)
- Section II: Financial Bid (1 soft copy)
- Section III: Certifications (1 soft copy)
- Section IV: Additional Information (1 soft copies)

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.

#### **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.

## **Section II: Financial Bid**

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

### **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 *the performance, of each task, milestone or 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:
- (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: 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.

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

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below as per the following milestones;

*ECCC wishes to establish a contract until March 31, 2017*

Task	Payment Schedule	Bidders price
Initial Meeting		
Deliverable 1	15% of total professional fees	
Deliverable 2		
Deliverable 3	15% of total professional fees	
Deliverable 4	40% of total professional fees	
Deliverable 5	30% of total professional fees	
Deliverable 6		

<b>From Contract signature to 31 March 2017</b>	
<b>Bidder's total price for travel including applicable taxes</b>	\$ _____

<b>From Contract signature to 31 March 2017</b>	
<b>Bidder's Grand Total Price excluding applicable taxes=</b>	\$ _____

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### Evaluation Procedures

#### Basis of Selection - Maximum score for technical merit (70%) and the combined prices (30%)

The Contractor selection will be based on the highest combined rating of technical evaluation (as per Table 3) and price proposal. The evaluation will be based on the highest responsive combined rating of technical evaluation criteria and pricing scores. The ratio will be 70% for the technical evaluation criteria score and 30% for the pricing score.

The overall technical evaluation criteria score for each responsive bid will be determined as follows: the total number of points obtained divided by the maximum number of points available multiplied by 70. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by 30. For each responsive bid, the technical evaluation criteria score and the pricing score will be summed to determine its combined rating.

The responsive bid with the highest combined rating of technical evaluation criteria and pricing scores 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 the abovementioned ratio of technical evaluation criteria and pricing scores. In this example, the total number of points available equals 77 and the lowest evaluated price is \$30 000.

Environment Canada reserves the right to not award this contract.

**Table 1. Example of Basis of Selection**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	69 / 77	59 / 77	63 / 77
<b>Bid Evaluated Price</b>	\$35 000	\$33 000	\$30 000
<b>Calculations</b>			
<b>Technical evaluation criteria Score</b>	$69 / 77 \times 70 = 62.7$	$59 / 77 \times 70 = 53.6$	$63 / 77 \times 70 = 57.3$
<b>Pricing Score</b>	$\$30\,000 / \$35\,000 \times 30 = 25.7$	$\$30\,000 / \$33\,000 \times 30 = 27.3$	$\$30\,000 / \$30\,000 \times 30 = 30$
<b>Combined Rating</b>	88.4	80.9	87.3
<b>Overall Rating</b>	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

The proposals submitted will be evaluated in accordance with the criteria identified in Tables 2 and 3, and based on best value for the Crown. Bidders are advised to address these requirements in the identified order and in sufficient depth in their proposals to enable a thorough review. Environment Canada's evaluation will be based solely on the information contained within the proposal. Environment Canada may confirm information or seek clarification from Bidders.

Proposals MUST meet the mandatory criteria of Table 2 and MUST achieve the minimum scores identified in Table 3. Proposals must also achieve the minimum overall score for technical evaluation criteria of 43 out of 61 in Table 3. Proposals not meeting the minimum requirements on either the Mandatory or the Point Rated criteria will be deemed non-compliant and given no further consideration.

**Attachment 1 to Part 4, Mandatory Technical Criteria and  
Point Rated Technical Criteria**

**1. Technical Evaluation**

**Table 2: Mandatory Technical Criteria**

	MANDATORY CRITERIA	Met/Not Met
M1	At the time of response to this request, each resource proposed by the bidder must hold a security accreditation to the level of Reliability, as provided by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Reliability security level must be maintained for the duration of the contract. In order to demonstrate this requirement, each resource must be listed in the proposal, along with their clearance level and the security clearance number or a confirmation letter from the issuing department.	
M2	The proposed resource designated as the Project Manager must have a university degree in one of the following fields: Economics, Engineering, Chemistry, Environmental Sciences or Toxicology. Proof of credentials must be provided upon request.	
M3	At least one proposed team member must have the capability to conduct interviews and communicate in both French and in English.	

**Table 3: Point Rated Technical Criteria**

	POINT-RATED CRITERIA		
OBJECTIVES AND PURPOSE OF THE STUDY	R1. Does the bidder demonstrate an understanding of all objectives of the study	Max. 10 points (circle one)	
	An accurate understanding of all objectives is clearly demonstrated in detail	10	
	An understanding the objectives or some of the objectives is demonstrated in some detail	5	
	No sound understanding of the objectives is demonstrated	0	
METHODOLOGY	R2. Is the methodology properly defined for all tasks in the Statement of Work? Each task will be given a score from 0 to 3 (max 3 points per task).	Max 12 total points	

WORKPLAN	<p><u>3 points:</u> The methodology clearly defines all the tasks and addresses every point in the Statement of Work as well as the Proposal Requirements in great detail.</p> <p><u>2 points:</u> The methodology defines some tasks and addresses some of the points in the Statement of Work as well as the Proposal Requirements.</p> <p><u>1 point:</u> The methodology does not clearly define all tasks and addresses few of the points in the Statement of Work and Proposal Requirements.</p> <p><u>0 points:</u> The methodology does not meet any of the task requirements or any of the points in the Statement of Work and Proposal Requirements</p>	___/3	
	Task 1: Profile of the Canadian sinkers and jigs supply chain	___/3	
	Task 2: Review of lead and non-lead sinkers and jigs products in Canada	___/3	
	Task 3: Lifecycle analysis of lead used in sinkers and jigs in Canada	___/3	
	Task 4: Comprehensive review of existing measures, management practices, and promotional material for lead alternatives for sinkers and jigs		
	<p>R3. Does the work plan identify milestones and how the contractor will achieve the objectives?</p> <p>The proposal clearly assigns tasks and required timeframes to each team member. It also clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work. A clear plan has been considered to mitigate risks posed by data gaps or other challenges.</p> <p>The proposal clearly assigns tasks and required timeframes to each team member. The proposal is missing information related to the milestones, timelines and</p>	<p>Max. 15 points (circle one)</p> <p>15</p> <p>12</p>	



<p>PROJECT MANAGER SKILL SET</p>	<p>R4. Does the Project Manager have the appropriate experience and skill set to manage projects of this nature? Experience must be clearly demonstrated in the Project Manager's resume according to instructions in the</p>	<p>Max. 12 points</p>	<p>9</p> <p>6</p> <p>3</p> <p>0</p>
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<p>TEAM MEMBER EXPERIENCE AND QUALIFICATIONS</p> <p>MINIMUM OF 43 TOTAL POINTS REQUIRED</p> <p>TOTAL</p>	<p>“Presentation of Project Experience” section of the Proposal Instructions.</p> <p><b>a)</b> How many projects has the Project Manager led in the past 7 years in the following areas: Socio-economic study, sector Profiles, legislative reviews, and lifecycle analysis of chemicals? - (1 point per project falling in each area for a maximum of 2 points per area)</p> <p><b>b)</b> Does the Project Manager have experience in leading projects with data collection, analysis and interpretation? - (1 point per project)</p> <p>R5. Does the project team (excluding the Project Manager) have a balance of team members who have the experience required to meet the objectives of this project? Proof of experience must be provided in the team members’ resumes according to the instructions in the “Presentation of Project Experience” section of the Proposal.</p> <p><b>a)</b> Does the team have experience in data gathering, analysis and interpreting results? - (1 point per project)</p> <p><b>b)</b> Does the team have experience in the review of legislative information? - (1 point per project)</p> <p><b>c)</b> Does the team have experience in creating sector profiles? - (1 point per project)</p> <p><b>d)</b> Does the team have experience in the lifecycle analysis of toxic substances? - (1 point per project)</p>	<p>___/8</p> <p>___/4</p> <p>Max. 12 points.</p> <p>___/3</p> <p>___/3</p> <p>___/3</p> <p>___/3</p> <p>___/61 points</p>	
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## Annexes

The annexes must include all other information the consultant finds relevant for evaluating the bid including:

- Resumes of all project team’s members (including the Project Manager);
- Copies of project team’s security clearance certificates; and
- Accreditation or proof of bilingualism.

Note: Resumes must describe the project manager’s or team member’s experience, expertise, contribution and roles in projects relevant for the study.

### 1.2 Financial Evaluation

#### 1.2.1 Mandatory Financial Criteria

##### Financial Criteria

<i>MF-1 Financial Criteria</i>	<i>Met</i>	<i>Not Met</i>
Environment and Climate Change Canada has established funding for this project at a maximum amount of <b>\$55,000.00</b> (in Canadian dollars) – excluding taxes – for professional services, including those of the external reviewers, associated costs and travel expenses (one trip to the national capital region).		

#### 1.2.2 Evaluation of Price

For evaluation purposes only, the price of the bid will be determined as follows:

“1.2.1 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.”

1.2.2 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.

## **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 A3010T2010-08-16 Education and Experience

**2.2 Former Public Servant in Receipt of a Pension**

As per page 7, 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

## **PART 6 – SECURITY) AND OTHER REQUIREMENTS**

### **1. Security Requirement**

The contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS**.

## **PART 7 - RESULTING CONTRACT**

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

**Title: Use patterns for lead sinkers and jigs and their non-lead alternatives in Canada**

### **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 2014-09-25 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**

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.

#### **At Section 06 Subcontracts**

**Delete:** paragraphs 1, 2, and 3 in their entirety.

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

#### **At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

### **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*

### **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 disclosed at contract award**.

### **2.4 Non-Disclosure Agreement**

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

### **3. Security Requirement**

#### **3.1 Access to RESTRICTED AREAS and NO ACCESS to PROTECTED and/or CLASSIFIED INFORMATION or assets (Block 6b);**

- Personnel Security level – RELIABILITY (Block 10a);
- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening(DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period of contract award to 31<sup>st</sup> of March 2017.

#### **4.3 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 5 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Shakir Salman  
Title: Procurement and Contracting Officer  
Environment Canada  
Procurement and Contracting Division  
Address: 200 Sacre-Coeur Blvd  
Telephone: 819-938-3824  
E-mail address: shakir.salman@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: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## 5.3 Contractor's Representative

To be determined at contract award

## 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 \$\_\_\_\_\_ **(at contract award)** and Applicable Taxes are extra.

### Travel and Living Expenses - National Joint Council Travel Directive C4005C (2014-06-26)

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with 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 "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Departmental Representative Authority.

All payments are subject to government audit.

Estimated Cost:

## 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.

## 7.3 *PWGSC SACC Manual* Clauses

Removed

## 7.4 Discretionary Audit

*Removed*

## 7.5 Time Verification

C0711C *2008-05-12* Time Verification

## 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 E 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;
  - (b) all such documents have been verified by Canada;
  - (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**9. Certifications**

**9.1 Compliance**

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

**10. Applicable Laws**

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

**11. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) [4007](#) Supplemental General Conditions 2010-08-16;
- (c) 2010B General Conditions - Professional Services (Medium Complexity) [2014-09-25](#) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, [the signed](#) Non-Disclosure Certification;
- (h) Annex E, Schedule of Milestones
- (i) the Contractor's bid dated \_\_\_\_\_,

## **ANNEX A STATEMENT OF WORK**

### **BACKGROUND**

Lead is a naturally-occurring element found in rock and soil, yet widespread anthropogenic use has resulted in its ubiquitous presence in the environment. Lead is found in all environmental media in Canada, as well as in food and drinking water and is associated with risks to human health and the environment. Its health risks include developmental neurotoxicity, neurodegenerative, cardiovascular, renal and reproductive effects. Additionally, known environmental hazards include toxicity to birds, fish and crustaceans, benthic invertebrates, plants and earthworms. Lead is currently subject to numerous federal, provincial and industry risk management initiatives directed toward products such as cosmetics, natural health and therapeutic products, drinking water, food, and tobacco. These initiatives are also directed at environmental media such as house dust, soil and air.

A State of the Science report published in 2013 by Health Canada indicated that there are no safe blood lead levels (BLLs) for neurotoxicity. In addition, lead levels are still widely detected in the Canadian population despite the decline of over 70% of BLLs due to domestic and international initiatives since the 1970s. A Risk Management Strategy for Lead (the Strategy) was consequently published in 2013 to scope out current and additional Government of Canada actions to further reduce Canadians' exposure to lead. The Strategy contains clear objectives, performance expectations, and timelines. Amongst the objectives, Environment and Climate Change Canada committed to addressing lead releases from certain consumer products (i.e., wheel weights, ammunition, jigs/sinkers and construction sheeting).

Lead fishing sinkers and jigs are known to have a detrimental effect on wildlife in Canada. For example, about 20-30% of loon mortalities in Eastern Canada in the early 1990s resulted from the ingestion of lead sinkers and jigs. In 1997, restrictions were placed on their use in National Wildlife Areas and National Parks under the Canada Wildlife Act and the National Parks Act, respectively. These two statutes are estimated to affect about 50 000 anglers and are expected to have reduced the use of lead fishing sinkers and jigs by about 4-5 tonnes annually.

Under the Strategy, the Department made a commitment to encourage the use of alternatives, which are already available at major retailers in Canada. However, fulfilling this commitment will require gaining access to recent data, including that on Canadian market penetration, costs and environmental impacts of alternatives and initiatives from other jurisdictions.

### **OBJECTIVES**

The study completed by the Contractor must achieve the following:

1. Provide a profile of the Canadian lead sinkers and jigs supply chain
2. Identify and describe existing lead sinkers and jigs products found on the Canadian market and their non-lead alternatives
3. Conduct a lifecycle analysis of lead used in sinkers and jigs in the Canadian market and provide projections for future trends
4. Provide a comprehensive review of existing measures and management practices that promote the use of alternatives to lead sinkers and jigs in Canada, the U.S. and other OECD countries. Analyse the pros and cons of the findings in a Canadian context.

### **TRAVEL**

One trip to Gatineau (Quebec) is required in order to present the results of the study.

The request for travel must be made to the Department Representative prior to the trip, and must be pre-approved in writing.

## **SCOPE OF WORK**

In order to assist Environment and Climate Change Canada in updating data on the uses and releases of lead sinkers and jigs and their non-lead alternatives, the Contractor must complete all tasks described below and provide the results and outcomes of this research to the Departmental Representative in the form of a written report and via an oral presentation.

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

All the economic information must be provided in Canadian dollars. When monetary estimates are not available in Canadian dollars, foreign currency estimates must be converted and presented in Canadian dollars accompanied by an explanation of the exchange rates used.

All assumptions or extrapolations made by the Contractor must be supported by literature (e.g. scientific, academic, industry, or government reports). If no literary evidence is available, the Contractor must verify their assumptions or extrapolations with two (2) industry experts in the appropriate field and provide their contact information with transcripts of the correspondences. Also, the Contractor must explain how all the assumptions or extrapolations apply to the Canadian context.

The use of Canadian data should be prioritized over those from foreign sources. If no Canadian information is available, priority should be given to data sources from the U.S. and other OECD countries. When neither Canadian nor data from the aforementioned countries are available, the Contractor must ensure that the information sources used are approved by the Departmental Representative and must provide a list of references. An explanation of the relevance of the foreign data with respect to the Canadian market must be provided.

### **Task 1 – Profile of the Canadian sinkers and jigs supply chain**

Develop a profile of the Canadian lead and non-lead sinkers and jigs supply chain. This must include:

- Manufacturers' profile (e.g., revenue, number of establishments by company size, distribution by province, type of sinkers and jigs products and quantities manufactured);
- Importers' profile (e.g., revenue, number of establishments by company size and distribution by province, type of sinkers and jigs products and quantities imported);
- Retailers' profile (e.g., revenue, number of employees, number of establishments by company size and distribution by province)
- Non-traditional distributions such as online store fronts (e.g. shop names, locations by region, country of origin if outside Canada, and product availability)
- Profile of key associations/interest groups which represent sinkers and jigs manufacturers, importers, retailers and users. This profile must include group names, purpose, mission, number of members and contact information.

### **Task 2 – Review of lead and non-lead sinkers and jigs products in Canada**

Identify and describe existing lead sinkers and jigs products found in the Canadian market and their non-lead alternatives including:

- A description of all sinkers and jigs products in the Canadian market including their size, type, and composition.
- A comparison of the advantages and disadvantages of each product type for lead vs non-lead sinkers and jigs (e.g. economic advantage, effectiveness, environmental safety)
- Details on the market share of lead vs. non-lead sinkers and jigs products. Information from the past five (5) years (e.g. market trends, demand, product costs) must be described. Projections for the next ten (10) years must be determined with knowledge, market intelligence and predictions of the market (e.g. sales

data, stakeholder statements, anticipated growth, penetration into the market, upcoming regulations, and changes in user behaviours).

### **Task 3 – Lifecycle analysis of lead used in sinkers and jigs in Canada**

Develop lifecycle analysis for lead used in sinkers and jigs which much include, but is not limited to the following:

- Amount of lead used to manufacture sinkers and jigs annually
- Amount of lead imported for sinkers and jigs annually and the countries of origin
- Amount of lead exported for sinkers and jigs annually
- Amount of lead sold and distributed for sinkers and jigs by manufacturers and retailers annually
- Estimated amount of lead released or lost into the environment annually
- Estimated amount of lead recycled annually and the methods used for recycling

The amount of lead used and released should be estimated (in kilograms) annually over the last five (5) years and forecasted over the next ten (10) years. Projections must be determined with knowledge, market intelligence, and predictions of the market (e.g. trends, stakeholder statements, anticipated growth, upcoming regulations, and changes in user behaviours)

### **Task 4 - Comprehensive review of existing control measures, management practices, and promotional material for lead alternatives for sinkers and jigs**

Develop a comprehensive review comprised of the following:

- A review of existing measures (voluntary and non-voluntary) and management practices that promote the use of alternatives to lead sinkers and jigs in Canada, the U.S. and other OECD countries.
  - Under the promotion of alternatives, determine which type of material is most commonly used (e.g. flyers, advertisement, newsletters, posters, websites or others)
- A review of disposal methods, collection methods, and practices for users of lead sinkers and jigs (e.g. government initiatives, association and group policies or practices) in Canada, the U.S. and other OECD countries.

For each measure identified above, list the pros and cons and determine how the material can be applied in a Canada-wide context.

## **ACCEPTANCE OF DELIVERABLES**

All discussion papers, reports and correspondence produced by the Contractor will be subject to review by persons designated by the Departmental Representative. All work is to be performed in accordance to recognized industry or academic standards and to the satisfaction of the Departmental Representative.

## **EQUIPMENT PROVIDED**

The departmental authority will provide the Contractor with a government asset which will be used to process, produce and store information for the duration of the contract. Should the asset be damaged or not returned at the end of the contract, the contractor will be liable for the replacement of the government asset.

## **INFORMATION SOURCE REQUIREMENTS**

The Contractor may, with a prior approval from the Departmental Representative, contact industry or industry associations with specific questions.

Prior to contacting stakeholders, the Departmental Representative must review the content of any questionnaires, interview questions and contact lists developed by the Contractor. If needed, Environment and Climate Change Canada could provide a letter to help the Contractor gather data from stakeholders.

The Contractor must keep a record of discussion following any communication with stakeholders. These records must contain the industry contact information, the subject of discussion, the questions posed or raised during the

discussions, and any feedback received on the subject. The final report must include a list of persons contacted while gathering the information as well as their contact information.

## **DELIVERABLES AND SCHEDULE**

Updates on the tasks must be communicated by the Contractor at least every two (2) weeks. The Departmental Representative may review any information shared during the updates.

The Contractor must provide the following deliverables:

**Deliverable 1 – Detailed Methodology and Work Plan:** These documents must describe in detail the methodology and the work plan to complete the requirements outlined in Tasks 1 to 4 and address comments received during the initial meeting. Environment and Climate Change Canada will review this deliverable and provide comments to the Contractor within one (1) week.

**Deliverable 2 – Interim Progress Report 1:** This deliverable must reflect all requirements outlined in Task 1. This deliverable must also consider and address comments received during the regular progress of the project and comments provided on the methodology and work plan. Environment and Climate Change Canada will review this deliverable and provide comments to the Contractor within two (2) weeks after receiving it.

**Deliverable 3 – Interim Progress Report 2:** This deliverable must reflect all requirements outlined in Tasks 2 to 4, including the incorporation of all comments received following the submission of Deliverable 2 and any feedback received between the Contractor and the Departmental Representative during the regular process of the project. Environment and Climate Change Canada will review this deliverable and provide comments to the Contractor within two (2) weeks after receiving it.

**Deliverable 4 – Pre-Final Report:** The pre-final report must reflect all requirements outlined in Tasks 1 to 4 and contain all feedback received following the submission of Deliverable 2 and 3. The pre-final report must contain all accompanying annexes in digital format (MS Office Suite 97-2010 or Adobe Acrobat) in order to be reviewed by the Departmental Representative. Environment and Climate Change Canada will review this deliverable and provide comments to the Contractor within two (2) weeks after receiving it.

**Deliverable 5 – Final Report:** This deliverable consists of the incorporation of all deliverables into a Final Report following their revision to address all comments provided by the Departmental Representative. It must be provided in three versions:

1. A complete report (including annexes),
2. A report with confidential business information (CBI) and third party confidentiality-requested information highlighted and properly sourced
3. A summary report that excludes all CBI (CBI free).

The Contractor must provide the report electronically in Microsoft Word, Excel, Power Point (Microsoft Office Suite 97-2010) and/or Adobe Acrobat (PDF). The annexes can be sent in a separate electronic document. The final report must address all requirements identified in the Statement of Work.

**Deliverable 6 – Oral Presentation:** In person, the Contractor must provide a slide presentation and deliver an oral presentation using Microsoft PowerPoint (Microsoft Office Suite 97-2010). This presentation must last at least one hour and a half, including a 30 minute question period. A copy of this presentation must be submitted electronically to the Departmental Representative one (1) week prior to being delivered in person and it must provide the key findings of the Final Report. The Contractor must also provide a copy of the presentation incorporating any feedback discussed during the delivery of the presentation to the Departmental Representative.

The background material, information or other material used to develop the main report must be documented in the report and be available to the Departmental Representative over the course of 5 years after completion of the report.

In addition to the final report, the Contractor must provide the Departmental Representative with electronic copies of all notes, text, graphics, surveys, raw data, spreadsheets and records of discussion used for the delivery of this Contract upon request.



**ANNEX B  
BASIS OF PAYMENT**

Task	Payment Schedule	Price
Initial Meeting		
Deliverable 1	15% of total professional fees	
Deliverable 2		
Deliverable 3	15% of total professional fees	
Deliverable 4	40% of total professional fees	
Deliverable 5	30% of total professional fees	
Deliverable 6		

**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>ECCC</b>		2. Branch or Directorate / Direction générale ou Direction <b>EPB</b>
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Data gathering on use patterns of lead jig and sinker and their free lead alternatives		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Daniel Ekoualla Doumbe		Title - Titre Head, Toxics Control Unit	Signature 
Telephone No. - N° de téléphone 819-938-4490	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel daniel.ekoualla@canada.ca	Date May 2, 2016
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Lyndia Villeneuve		Title - Titre Security Officer	Signature 
Telephone No. - N° de téléphone 902426 2012	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel lyndia.villeneuve@canada.ca	Date 10 June 2016
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**ANNEX D  
NON-DISCLOSURE CERTIFICATION**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **5000023356** between Her Majesty the Queen in right of Canada, represented by the Minister of Environment, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annex E,  
Schedule of Milestones**

Schedule

Task	Note	Dates	Payment Schedule
Initial Meeting	Contractor will be provided with any relevant background materials.	Within 5 working days of Contract Award Date (CAD).	
Deliverable 1	Revised Detailed Methodology & Work Plan	No later than 2 weeks after CAD	
Deliverable 2	Interim Progress Report 1	No later than 8 weeks after CAD	15% of total professional fees
Deliverable 3	Interim Progress Report 2	No later than 18 weeks after CAD	15% of total professional fees
Deliverable 4	Pre-Final Report	No later than 24 weeks after CAD	40% of total professional fees
Deliverable 5	Final Report	No later than 28 weeks after CAD	
Deliverable 6	Oral Presentation	No later than 30 weeks after CAD	30% of total professional fees