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| <p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Environment Canada (BIDS) Reg.Landry@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p> | <p>Title – Titre: Guidance for Application of Economic Valuation Study Findings under the Chemicals Management Plan</p> | |
| | <p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000031401</p> | |
| | <p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-07-14</p> | |
| | <p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) 2017-08-04 at – à 2:00 P.M. on – le</p> | <p>Time Zone – Fuseau horaire EDT</p> |
| | <p>F.O.B – F.A.B</p> | |
| | <p>Address Enquiries to - Adresser toutes questions à Reg Landry</p> | |
| | <p>Telephone No. – N° de téléphone 819-938-3064</p> | <p>Fax No. – N° de Fax 819-938-4855</p> |
| | <p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2017-03-31</p> | |
| | <p>Destination - of Services / Destination des services</p> <p>Wambui Kipusi Head Policy Advisor Environment and Climate Change Canada 351 St. Joseph Blvd Gatineau, Quebec K1A 0H3 Canada</p> | |
| | <p>Security / Sécurité <i>No security requirement</i></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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PART 1 – GENERAL INFORMATION

1. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed in Annex “A” Statement of Work.

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"

2. Submission of Bids

- 2.1** 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 five (5) 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 the province of Quebec.

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

6. Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section 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 copy)

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

Section I: Technical Bid

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

Section II: Financial Bid

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

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for each task to complete the work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (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 the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.2 Bidders should include the following information in their financial bid:

- (a) Their legal name; and

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

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 3.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described below - Bid Evaluation Criteria.

Proposal Submission and Evaluation Criteria

For ease of evaluating proposals, proponents are encouraged to submit proposals using the following format:

- Overview and understanding of study requirements
- Research approach, detailed description of proposed analytical and research methodology, and the proposed work plan
- Project team, project manager and the firm's knowledge and experience

- Cost estimate, proposed schedule and time allocation
-

Technical Elements

The proposal should demonstrate an in-depth understanding of the subject matter and the project requirements, of the work to be undertaken. The proposal should present a detailed work plan and describe how the Contractor would carry out the required tasks to achieve the project objectives. The proposal must include a description of the analytical approach and methodology, work plan and data sources to be used and anticipated challenges, if any.

Professional and Company Expertise Elements

The proposal should clearly identify the Project Team Members and the Project Manager, as well as the tasks that will be assigned to each person. Specifically the proposal should identify:

- The professional staff to be assigned to the project and their contribution to the project (detailed curriculum vitae documenting knowledge and prior experience including publications, should be included in an appendix to the proposal).
- Knowledge and experience of each team member and expertise directly relevant to the subject matter.
- Daily or hourly rates of the project staff.
- Examples of the company’s experience in undertaking stated preference research and similar research work. This must be provided for all firms in the proposed project team.
- The company’s GST registration number or if exempt, proof of exempt status.

Proposal Evaluation Criteria

Mandatory Requirements

| | Mandatory Criteria | Status | Score |
|-----------|---|---------------|--------------|
| M1 | The project team has demonstrated knowledge and experience in the developing and undertaking stated preference research focussed on the valuation of chemical impacts. | Pass /Fail | |
| M2 | The bidder clearly demonstrates in their proposal how they will meet all the required tasks and all the required deliverables contained in Annex “A” Statement of Work. | Pass /Fail | |

| MF-1 Financial Criteria | Is the requirement met (yes/no)? |
|--|----------------------------------|
| Environment Canada has established funding for this project at a maximum amount of \$50,000 (in Canadian dollars) – excluding tax – for professional services, including those of the external reviewers, associated costs and travel expenses. | |

| Point Rated Criteria | Maximum Score | Score |
|--|---------------|-------|
| Personnel and Experience (must achieve a mark of 75% on <u>each</u> of the elements described below and an overall mark of at least 75%) | | |
| <p>Assigned personnel's related experience:</p> <ul style="list-style-type: none"> ●demonstrate previous experience producing documents for non-scientists from scientific and economic information (5 points) <ul style="list-style-type: none"> - proposal clearly demonstrates previous experience producing documents for non-scientists from scientific and economic information (3.0 points) - proposal demonstrates some previous experience producing documents for non-scientists from scientific and economic information (2.0 points) - proposal demonstrates minimal or no previous experience producing documents for non-scientists from scientific and economic information (0 points) ●demonstrate previous experience in conducting economic analysis work on chemical/toxic substances (10 points) <ul style="list-style-type: none"> - proposal clearly demonstrates previous experience in conducting economic analysis work on chemical/toxic substances (8 points) - proposal demonstrates some previous experience in conducting economic analysis work on chemical/toxic substances (5 points) - proposal demonstrates minimal or no previous experience in conducting economic analysis work on chemical/toxic substances (0 points) ●demonstrate previous experience in economic and science research on the impacts of | 25 | |

| | | |
|---|----|--|
| <p>chemical/toxic substances on the environment and/or human health (10 points)</p> <ul style="list-style-type: none"> - proposal clearly demonstrates previous experience in economic and science research on the impacts of chemical/toxic substances on the environment and/or human health (8.0 points) - proposal demonstrates some previous experience in economic and science research on the impacts of chemical/toxic substances on the environment and/or human health (5 points) - proposal demonstrates minimal or no previous experience in economic and science research on the impacts of chemical/toxic substances on the environment and/or human health (0 points) | | |
| <p>Assigned personnel's related formal education and the firm's related experience (15 points)</p> <ul style="list-style-type: none"> - proposal clearly demonstrates assigned personnel has the related formal education and the firm has the related experience (11 points) -proposal demonstrates some assigned personnel have some related formal education and the firm has some related experience (8 points) -proposal demonstrates assigned personnel has minimal or no related formal education and the firm has minimal or no related experience (0 points) | 15 | |
| <p>Assigned personnel's related knowledge:</p> <ul style="list-style-type: none"> ●demonstrate good knowledge and experience in welfare economics, environmental and/or health economics linked to chemical substances (through research conducted, publications or reports) (10 points) - proposal clearly demonstrates good knowledge and experience in welfare economics, environmental and/or health economics linked to chemical substances (through research conducted, publications or reports) (8.0 points) - proposal demonstrates some knowledge and experience in welfare economics, environmental | 30 | |

| | | |
|---|----|--|
| <p>and/or health economics linked to chemical substances (through research conducted, publications or reports) (5 points)</p> <ul style="list-style-type: none"> - proposal demonstrate minimal or no knowledge and experience in welfare economics, environmental and/or health economics linked to chemical substances (through research conducted, publications or reports) (0 points) ●demonstrate good knowledge and experience in non-market economic valuation techniques (10 points) - proposal clearly demonstrates good knowledge and experience in non-market economic valuation techniques (8 points) - proposal demonstrates some knowledge and experience in non-market economic valuation techniques (5 points) - proposal demonstrates minimal or no knowledge and experience in non-market economic valuation techniques (0 points) ●demonstrate good knowledge and experience in economic valuation of impacts of chemical/toxic substances (10 points) - proposal clearly demonstrates good knowledge and experience in economic valuation of impacts of chemical/toxic substances (8 points) - proposal demonstrates some knowledge and experience in economic valuation of impacts of chemical/toxic substances (5 points) - proposal demonstrates minimal or no knowledge and experience in economic valuation of impacts of chemical/toxic substances (0 points) | | |
| <p>Proposal requirements:</p> <ul style="list-style-type: none"> ●Clarity of proposal and understanding of the project requirement (10 points) - proposal demonstrates good clarity and understanding of the project requirement (8 points) - proposal demonstrates some clarity and understanding of the project requirement (5 points) - proposal demonstrates minimal or no clarity | 30 | |

| | | |
|--|------------|--|
| <p>and understanding of the project requirement (0 points)</p> <ul style="list-style-type: none"> ●Research study cost estimate (10 points) <ul style="list-style-type: none"> - proposal’s research study cost estimate and budget allocation demonstrates the statement of work requirements will be accomplished (8 points) - proposal’s research study cost estimate and budget allocation demonstrates some of the statement of work requirements will be accomplished (5 points) - proposal’s research study cost estimate and budget allocation demonstrates minimal or none of the statement of work requirements will be accomplished (0 points) ●Proposed work plan and schedule for achieving project objectives (10 points) <ul style="list-style-type: none"> - proposal includes a work plan clearly identifying all major tasks, milestones, a project schedule and time location for assigned personnel (8 points) - proposal includes a work plan identifying some major tasks, milestones, a project schedule and time location for assigned personnel (5 points) - proposal does not include a work plan or includes a work plan identifying few or no major tasks, milestones, a project schedule and time location for assigned personnel (0 points) | | |
| TOTAL | 100 | |

Example:

Technical/Financial components

Equation 1:

$$\text{Total Points} = \frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 70 + \frac{\text{Lowest Bidder's Price}}{\text{Bidder's Price}} \times 30$$

| Bidder | Bidder's Rated Score | Bidder's Price | Points for Technical/ Management Components | Points for Price | Total Points |
|----------|----------------------|----------------|---|---|----------------------|
| Bidder A | 80 | \$30,000 | $(80 \div 90) \times 70 = 71.1$ | $(30,000 \div 30,000) \times 30 = 20$ | $71.1 + 20 = 91.1$ |
| Bidder B | 85 | \$40,000 | $(85 \div 90) \times 70 = 75.6$ | $(30,000 \div 40,000) \times 30 = 15$ | $75.6 + 15 = 90.6$ |
| Bidder C | 90 | \$35,000 | $(90 \div 90) \times 70 = 80$ | $(30,000 \div 35,000) \times 30 = 17.1$ | $80 + 17.1 = 97.1^*$ |

Example:

***In this example, Bidder C will be recommended for award of the contract.**

1.3 Financial Evaluation

1.3.1 Evaluation of Price

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

2. Basis of Selection (highest technical merit with the evaluated price)

Proposal Selection

Proposals will be evaluated in accordance with the requirements listed below. Proposals that do not obtain a minimum score of 75% will be rejected. Proposals will be evaluated on both technical and cost considerations. The contract will be awarded to the firm with the best proposal (i.e. highest overall score).

For a proposal to be deemed technically compliant, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all of the mandatory criteria;
- c) obtain the required minimum in **EACH** of the Technical Evaluation Criteria which are subject to point rating.

Bids not meeting **a) or b) or c)** will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

In the event of a tie for the Technical Score, the contract will be awarded to the lowest financial offer.

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT

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

1.1 There is no security requirement associated with this request.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to **March 31, 2018** inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Reg Landry
Title: Contracting Officer
Environment Canada
NCR Procurement and Contracting
Finance Branch

200 Sacre Coeur
Gatineau, Quebec

Telephone: 819-938-3064

E-mail address: reg.landry@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 (*To be disclosed upon 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.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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 \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

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

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

8 Invoicing Instructions

8.1 Milestone Payments

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
- (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada;
 - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

8.2 Project Schedule

Table 2 outlines the proposed project schedule including timelines/deadlines for milestones and deliverables. All deliverables are subject to the acceptance and/or approval of the Departmental Representative.

The work will commence upon contract award and all deliverables will be transferred to the Departmental representative in their final form no later than March 31, 2018.

Table 2: Project deliverables and schedule

| Milestone | Activities | Proposed Dates | Payments |
|-----------|--------------------------|-------------------------------|----------|
| 1 | Kick off meeting | 1 week after contract award | |
| 2 | Work Plan as per A | 2 weeks after contract award | |
| 3 | Draft Framework as per B | 10 weeks after contract award | |
| 4 | Interim Report as per C | 14 weeks after contract award | 50% |
| 5 | Draft report as per D | 21 weeks after contract award | |
| 6 | Final report as per E | 25 weeks after contract award | |
| 7 | End of contract | 26 weeks after contract award | 50% |

General Instructions for Deliverables

- All documents, reports, notes and correspondence generated by the contractor during the course of this project shall be in English.

- All documents and reports shall be compatible to the Microsoft Office Suite for Windows.
- Materials should be developed in a reader and user-friendly format targeted toward an audience with a wide range of experience, education, and varying knowledge of the sector.
- Existing information gaps and uncertainties shall be identified throughout the report.
- All sources of information are to be documented.

Acceptance of deliverables: Reports and correspondences produced by the contractor will be subject to review and approval by the Departmental Representative or designated persons. All work is to be performed to the satisfaction of the Departmental Representative.

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 the province of Quebec.

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated _____.

ANNEX A

STATEMENT OF WORK

Guidance for Application of Economic Valuation Study Findings to Substances under the Chemicals Management Plan

Introduction

This Statement of Work is intended for the procurement of consulting and professional services. Under the guidance of the Departmental Representative, the contractor will be required to undertake economic research to develop guidance on how to apply the findings from the *Economic Valuation Study for Canada's Chemicals Management Plan: Final Survey Implementation and Summary Analysis* (The Valuation Study) to support economic analysis for individual toxic chemical substances.

Objectives

The objective of this project is to develop a framework and case studies for applying findings from the above Valuation Study when undertaking economic analysis for individual chemical substances with respect to regulatory measures under the Chemicals Management Plan. Guidance and case studies will be developed on application of The Valuation Study findings to different toxic chemical examples so that they would be suitable for use in cost benefit analysis (CBA) for chemicals regulations. The analysis will use primary data collected during The Valuation Study, economic models developed to analyse the survey data and other economic analysis techniques to estimate societal benefits of reducing the risk of harm to human health and the environment from toxic chemicals. The overall objective of the analysis will be to develop a framework and application guidance for use in undertaking cost benefit analysis supported by a few case studies, and not to evaluate existing regulatory measures, or measures that are under development.

Background and Scope

Chemical substances form the building blocks of almost all consumer and commercial products. Chemicals are used in almost all industrial processes. The production and use of chemicals provide significant social and economic benefits to Canadians. However, they sometimes also have negative effects on the environment and human health. These effects may include pollution and/or waste generated during production, consumption and disposal, with associated risks of harm to animals, plants or humans. Chemicals may also pose long-term risks to the environment or health. Through the *Canadian Environmental Protection Act, 1999* and other enabling legislation, Environment and Climate Change Canada (ECCC) and Health Canada (HC) take actions to minimise and/or eliminate risks from harmful chemicals, including those new

to Canada since 1987 (new substances), and the 23,000 legacy chemicals that were in use prior to 1987 (existing substances).

As per the Cabinet Directive on Regulatory Management (CDRM), a cost-benefit analysis (CBA) must be conducted for regulatory proposals and the results reported in a Regulatory Impact Analysis Statement (RIAS). Under the CDRM, regulatory measures must be supported by rigorous regulatory impact analyses that consider both the costs and the benefits associated with the proposed measures. The quantification and monetization of benefits from reduced chemical exposure, in most cases, has been challenging as the expected benefits are expressed in terms of outcomes for which no quantitative estimates of economic value exist. This leads to significant information gaps when trying to assess benefits and impacts of regulatory measures to adequately inform government decision making.

In an effort to address these data gaps, ECCC and HC have been collaborating to improve their analytical approaches and capabilities. To that end, a stated preference survey questionnaire using a choice experiments approach was developed and implemented to help better understand how Canadians respond to the risk of exposure to harmful chemicals, and their willingness to take actions or change their behavior to reduce or avoid negative impacts of these substances on the environment and human health. Analysis of survey findings produced valuation (willingness-to-pay) estimates intended to be suitable and defensible for use in benefits transfer when valuing the effects of eliminating the use of harmful chemicals with specific adverse characteristics or impacts. These estimates were intended to be applicable across an array of chemicals under the Chemicals Management Plan currently and in the future, and be suitable for use as part of developing Regulatory Impact Analysis Statements (RIAS).

Analysis of the survey data yielded several willingness-to-pay estimates, including unique valuation estimates for each attribute included in the survey. In order to allow greater transferability of willingness to pay estimates in benefits transfer for specific toxic substances, the survey design framework used did not identify specific chemicals under the CMP. A framework and guidance using case study examples is required to help in applying the estimates and other survey findings in cost benefit analysis (CBA). Specifically, individual toxic chemical substances may have characteristics/features that require unique consideration, attributes included in the survey are usually not uniformly applicable to all toxic substances targeted for regulatory actions, and incremental changes in substances were not valued in the survey.

Statement of Work

To achieve the objectives of the study, the Contractor will be required to focus the work in the key areas described below. Although this section lists the major tasks, the Contractor will be expected to suggest to the Project Steering Committee additional or

alternative tasks or work elements that would be needed to successfully achieve the study objectives.

1. Develop a sound framework to identify pertinent issues and assumptions that must be considered in order to apply the valuation estimates to selected chemicals, develop guidance on resolving the issues and specify/recommend the assumptions to be applied in different circumstances. The framework should be applicable for toxic chemicals in general, and be demonstrated specifically for each case study.
2. Review existing regulatory measures for selected toxic substances under the Chemicals Management Plan, and in consultation with the Project Steering Committee identify three or more toxic substances for use in developing case studies¹. The specific substances selected must provide latitude for quantitatively assessing societal benefits of reducing risks of harm to the environment and/or human health from toxic chemicals². They must enable consideration of different benefits analysis issues linked to toxic chemicals that are usually encountered in RIAS preparation, in order to provide an opportunity to develop suitable analytical guidance.
3. For each case study, develop the approach (methodology) for implementation of the framework including steps to follow in making adjustments to the valuation estimates so that they become suitable for use in benefits transfer for CBA and RIAS reports. Specific guidance on necessary adjustments in the context of benefits transfer for individual toxic chemical substances must be included.
4. Undertake quantitative analysis to derive valuation estimates and societal benefits for each case study substance under consideration. This should include identifying and obtaining the necessary data to enable case study analysis, and step by step guidance on deriving the adjusted substance specific valuation estimates.
5. For each case study example provide guidance on interpretation of adjusted valuation estimates and results, an assessment of their validity and accuracy, and identify limitations, data gaps and caveats linked to deriving suitable estimates for an individual toxic chemical substance when conducting benefits transfer.
6. Given that toxic chemicals may have environmental and human health effects linked to more than one attribute included in The Valuation Study, develop guidance on the adjustments that must be made to the valuation estimates to enable consideration of

¹ The number of case studies to be developed will depend on the available budget.

² Assessment of societal costs for the selected substances for the purpose of re-doing CBAs completed previously, or to evaluate whether the instrument (regulatory measure) attained the intended policy outcomes are excluded from this analysis.

interaction effects, and/or reduce the chances of underestimating/overestimating societal benefits.

7. Provide sound guidance on extrapolating the survey valuation estimates to the national population, and steps to follow in making adjustments to ensure that valuation estimates are consistent with targeted populations for a specific toxic chemical.
8. Provide sound guidance on unique factors that must be integrated when using national estimates from the main effects model, the rural model and the urban model. Given that differences in valuation estimates across regions were found to be insignificant in The Valuation Study, provide guidance for occurrences where the application of estimates from the regional models could be suitable, such as cases where toxic chemical effects are localized within a geographic region³.
9. Assessing for up to three attributes for the main effects model, derive an overall estimate of the survey respondents' willingness-to-pay taking these attributes into consideration. This must include identifying all assumptions used, and developing step by step guidance on deriving the overall adjusted valuation estimates.
10. Assess the feasibility of using the valuation estimates in breakeven analysis for a specific substance. If determined to be feasible, and using one of the toxic substances in the case studies, develop step by step guidance on its application, including caveats and limitations.
11. Recommend subsequent analysis using the valuation study primary data, and other future research that could enhance its usability and the quality of benefits transfer done using the study results.

Additional Requirements

- Preparation of summary tables with the revised general and the adjusted valuation estimates for the substances in the case studies.
- The Contractor will provide periodic progress update(s) based on a schedule agreed upon with the Project Authority.

Deliverables and Milestones

The Contractor will provide the Project Steering Committee with the following deliverables:

³ Results from the regional models indicated that there was no systematic variation across regions, however there may be instances where statistically significant estimates for specific attributes in a region could be appropriate to use, particularly given that there is a general dearth of population-based regional data linked to toxic chemicals.

- A. A detailed work plan covering all tasks and requirements contained in the Statement of Work. The work plan document should include details of the methodology to be used in developing the framework and undertaking the case studies. An outline of the final report table of contents must be submitted with the detailed work plan.
- B. Draft framework including factors such as weights for WTP values, interactions terms and other potential adjustments. This should include the chemical substances proposed for case study analysis.
- C. An Interim Report documenting the work conducted under tasks 1 to 4 above.
- D. A draft report covering the work and analysis conducted under all tasks and including all documents generated. The draft report shall document all elements of the project including: a summary of the review and selection of suitable substances for case study analysis, the proposed framework, methodology and analytical approaches used, issues encountered and steps taken to address them, and recommendations for enhancing application of valuation estimates. The report will also outline approaches that should be used to generate the WTP estimates and aggregation of WTP to the population for urban/rural areas, provincially and nationally, if appropriate and necessary. In addition to the initial regression functions with demographic and/or revealed preference variables, WTP estimates generated by relaxing/changing selected assumptions will be provided to the Project Steering Committee. The report will document reasons for excluding any cases in the analysis, including exclusion in the estimation of WTP. The draft report should include tables summarizing revised general estimates and the adjusted substance-specific valuation estimates for each case study.

The Contractor will submit in electronic format all cleaned datasets and spreadsheets (unweighted and weighted) used for the data analysis. The Contractor will also submit the computer codes used in the statistical software to generate the WTPs in a way that can be easily replicated and modified by the Project Steering Committee.

- E. The Contractor will submit a final report that addresses all comments from the Project Steering Committee on the draft report. Related documents such as variables used in economic and statistical analysis must also be submitted. The contractor shall also submit all other background information (e.g.: raw datasets, spreadsheets, coding, etc.) generated as a result of undertaking the contract.

| Milestone | Activities | Proposed Dates | Payments |
|------------------|-------------------------|-------------------------------|-----------------|
| 1 | Kick off meeting | 1 week after contract award | |
| 2 | Work Plan as per A | 2 weeks after contract award | |
| 3 | Draft Framework per B | 10 weeks after contract award | |
| 4 | Interim Report as per C | 14 weeks after contract award | 50% |
| 5 | Draft report as per D | 21 weeks after contract award | |
| 6 | Final report as per E | 25 weeks after contract award | |
| 7 | End of contract | 26 weeks after contract award | 50% |

Duration of Work

This study is estimated to be completed within a 6 months period and before March 31, 2018. The final completion date will be adjusted to reflect the contract award date.

Deliverables Format

All Deliverables shall be provided in electronic format: Microsoft Word, Microsoft Excel, SPSS or SAS, or as otherwise specified. Hard copies (bounded copies of professional quality) of the final report shall also be provided. All deliverables shall be submitted in English or French.

Technical, Operational and Organizational Environment

The Contractor(s) must ensure that all deliverables are compatible with the technical specifications identified. Product(s) realized under this Contract will be as described in the deliverables format above, and all embedded objects in these reports (pictures, tables, graphs, etc.) shall be provided to the Project Authority in separate editable electronic files in an acceptable format.

Method and Source of Acceptance

All reports, deliverables, documentation and services rendered under this requirement are subject to inspection by the Departmental Representative or a designated representative (i.e. Project Authority). Should any report, document or service not be to the satisfaction of the Departmental Representative, as submitted, the Departmental Representative shall have the right to reject it or require correction before payment is authorized.

Should the Contractor at any time be unable to provide the services described within the contract resulting from this RFP, the Contractor shall be responsible for providing

replacement services and/or personnel at the same cost and which shall be of similar or greater ability and attainment, and who shall be acceptable to the Departmental Representative.

In advance of the date upon which replacement resources and/or service delivery means are to commence, the Contractor shall notify the Departmental Representative in writing the reason for the unavailability of the resource(s) and/or services named in the contract.

The Contractor shall then provide to the Departmental Representative the name(s) and/or an outline of the qualifications and capabilities of the proposed replacement resources/services, and their security screening level if applicable.

Under no circumstances shall the Contractor allow performance of replacement services that have not been authorized by the Departmental Representative.

Proposal Selection

Proposals will be evaluated in accordance with the requirements listed below. Proposals that do not obtain a minimum score of 75% will be rejected. Proposals will be evaluated on both technical and cost considerations. The contract will be awarded to the firm with the best proposal (i.e. highest overall score).

Annex B

Basis of Payment

Method of Payment

Project Deliverables and Schedule

| Milestone | Activities | Proposed Dates | Payments |
|------------------|-------------------------|-------------------------------|-----------------|
| 1 | Kick off meeting | 1 week after contract award | |
| 2 | Work Plan as per A | 2 weeks after contract award | |
| 3 | Draft Framework per B | 10 weeks after contract award | |
| 4 | Interim Report as per C | 14 weeks after contract award | 50% |
| 5 | Draft report as per D | 21 weeks after contract award | |
| 6 | Final report as per E | 25 weeks after contract award | |
| 7 | End of contract | 26 weeks after contract award | 50% |