Date



Title - Titre **RETURN BIDS TO: Development of a Tool to Increase Agricultural Best** RETOURNER LES SOUMISSIONS À: Management Practice (BMP) Adoption in the Lake Erie Basin **Bid Receiving - Environment Canada** EC Bid Solicitation No. /SAP No. - No de la demande de / Réception des soumissions soumissions EC / Nº SAP **Environnement Canada** 5000040011 Hard Copy: Date of Bid solicitation (YYYY-MM-DD) - Date de la demande de soumissions (AAAA-MM-JJ) 200 Sacré-Coeur Blvd., 2018-09-21 Gatineau, Quebec (Canada) K1A 0H3 Attn: Barry McKenna Time Zone - Fuseau **Bid Solicitation Closes (YEAR-**MM-DD) - La demande de horaire E -Mail: soumissions prend fin (AAAA-MM-JJ) ec.soumissions-bids.ec@canada.ca at - à 2:00 P.M. **EDT** on - le 2018-10-11 F.O.B - F.A.B **Destination** Address Enquiries to - Adresser toutes questions à **BID SOLICITATION** Barry McKenna **DEMANDE DE SOUMISSONS** Barryjoseph.mckenna@canada.ca Telephone No. – Nº de téléphone Fax No. - No de Fax **PROPOSAL TO: ENVIRONMENT** 819-938-9425 **CANADA** Delivery Required (YEAR-MM-DD) - Livraison exigée (AAAA-MM-JJ) We offer to perform or provide to See herein Canada the services detailed in the document including any attachments Destination - of Services / Destination des services and annexes, in accordance with the **Environment and Climate Change Canada** terms and conditions set out or referred Great Lakes Harmful Pollutants to in the document, at the price(s) 4905 Dufferin Street provided. Toronto, ON M3H 5T4 SOUMISSION À: Security / Sécurité **ENVIRONNEMENT CANADA** There is no security requirement associated with this solicitation. Nous offrons d'effectuer ou de fournir Vendor/Firm Name and Address - Raison sociale et adresse au Canada, aux conditions énoncées du fournisseur/de l'entrepreneur ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s). Telephone No. – N° de téléphone Fax No. - N° de Fax Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

t climatique Canada Bid Solicitation No.: 5000040011

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Development of a Tool to Increase Agricultural Best Management Practice (BMP) Adoption in the Lake Erie Basin

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 of the resulting contract.

3. Debriefings

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

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety **Insert:** "Deleted"

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: "PWGSC"



Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

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

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

Delete: In its entirety **Insert:** "Deleted"

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

Delete: "sixty (60) days"

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

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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



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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

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



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

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

Note for electronic submission of bids:

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

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

Attention: Jennifer Legere Solicitation Number: 5000040011

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

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

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

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

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

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

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

Section I: Technical Bid



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

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

Part 4, Evaluation Procedures, contains additional instructions, including the Mandatory and Point-Rated Criteria that bidders must consider when preparing their technical bid.

Section II: Financial Bid

- 1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- **1.1** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

are related to the required services.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purposes of this evaluation. The Bidder should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were

<u>obtained</u>. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they

Bidders are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once PER RESOURCE. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Bidders are also advised that the experience is as of the closing date of the Request for Proposal. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFP.

1.2 Technical Evaluation – Mandatory Requirements

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

1.2.1 Mandatory Technical Criteria

Bidders may propose a team of one or more resources to undertake the Work. For the purpose of the evaluation, "senior team members" are those resources that will be significant contributors to the deliverables.

	Mandatory Criteria	Met/Not Met
M1	The Bidder must submit the resumé(s) of the proposed member(s) of the team that will undertake the Work	
M2	One project member must have a Graduate Degree from a recognized university with specialization in anthropology, economics, geography, sociology, social psychology or demonstrate having more than 5 years' experience (in the last 7 years) in a discipline directly relatable to the tasks required in the Statement of Work. The bidder must provide documentation with their bid to demonstrate how this criterion is met, such as a copy of a degree or diploma, a list of completed projects or list of peer-reviewed publications.	



PROPOSALS NOT MEETING THE ABOVE MANDATORY REQUIREMENTS WILL BE GIVEN NO FURTHER CONSIDERATION.

1.2.2 Point Rated Technical Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section.

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the Request for Proposal (RFP), will not be considered "demonstrated" for the purpose of this evaluation.



Item	Technical Rated Criteria	MAXIMUM SCORE			
	Experience and qualifications of the project team members Demonstrate the skills and experience of the designated team members to fulfill the mandate defined in this document.				
R1	Project Team expertise The Bidder should demonstrate the experience of each of the project team members by providing project descriptions that include the following information: Project Title Project Overview (objective, member's role & responsibilities Project start and end dates Client contact information The same projects may be used for each of R1.1, R1.2 and R1.1.3 The points will be awarded for each of R1.1, R1.2 and R1.3 based on the number of projects that meet criterion as follows: 1 point per project to a maximum of 5	15			
R1.1	The Bidder should demonstrate that at least one member of the proposed project team has direct experience (such as project lead, researcher or data analyst) in projects relatable to the Statement of Work involving program evaluation and behavioural change: up to 5 pts	5			

Item	Technical Rated Criteria	MAXIMUM SCORE
R1.2	The Bidder should demonstrate that at least one member of the proposed project team has direct experience working with the agricultural sector in a capacity such as project lead in a project including farmers, or researcher in agricultural issues, or interviews or surveys of farmers: up to 5 pts	5
R1.3	The Bidder should demonstrate that at least one member of the proposed project team has direct experience in working with relevant methods and tools for scenario development to evaluate the potential success of a new outreach or education program to encourage a change in behavior, such as the adoption of a new management practice and/or a new technology: up to 5 pts	5
R2	The Bidder should demonstrate that project team member(s) have experience working on projects requiring in-depth knowledge of how social factors influence innovation diffusion/adoption. Up to three (3) projects completed in the last 10 years by one or more team members should be presented to demonstrate this experience. Scores will be awarded based on the similarity of the projects presented to the scope of this project, to a maximum of 5 points per project. Scores will be awarded as follows: Program success in agriculture 5 points Program success in other areas 3 points No similarity to this project 0 points	15
R3	Project Lead/Manager: The Bidder should demonstrate that the proposed Project Lead/Manager has project co-ordination and management experience (schedule management, budget management, resource allocation). Scores will be awarded as follows:	10

Item	Technical Rated Criteria	MAXIMUM SCORE
	Less than 12 months' experience: 0 points 13 to 24 months' experience: 5 points 25 to 48 months' experience: 7 points 49+ months' experience or more: 10 points	
R1 – R3	Minimum points required : 28	40
R4	 The Bidder should provide a workplan for the project which should include a breakdown of the tasks required, the resource assigned to each task, and the level of effort of each resource to complete the defined steps The work plan demonstrates that the team can meet or exceed the objectives of the project.: 15 pts The work plan meets the objectives of the project, with some minor improvements/changes.: 10 pts The work plan is weak and confusing, some aspects are missing or not logically presented, some objectives may be met while others are not 5pts The work plan does not demonstrate that the team can meet any of the objectives: 0 points 	15
R5	 Work distribution: The work plan outlines major and sub tasks with corresponding staff assigned (appropriated allocation of expertise) and time allocation: 10 pts The work plan outlines major tasks with corresponding staff assigned and time allocation: 6 pts The work plan is not clear on the major tasks nor corresponding staff assigned to each task.0 	10
R6	Methodology The Bidder should describe the methodology to be used to perform the Work required including the processes for identifying program metrics, developing the tool for scenario development and program evaluation, the frequency and responsibility for quality control and for	20

Item	Technical Rated Criteria	MAXIMUM SCORE
	 reporting on the project during all phases of the work. The bid demonstrates a detailed structured methodology to proceed with the tasks: 20 pts The bid presents a methodology which is clear but lacks details: 12 pts The bid presents a methodology which is not clear: 5 pts The bid has no methodology for developing metrics, the tool, quality control, or reporting: 0 pts 	
R7	 The Bidder's proposal should explain how the proposed work will meet the objectives of the project Scores will be awarded as follows: The bid demonstrates a clear, coherent, and precise synthesis of the work to be undertaken: 10 pts The bid presents a synthesis which lacks details, clarity, coherency: 6 pts The bid does not demonstrate the bidder's ability to undertake the project and meet the objectives: 0 pts 	10
R8	The Bidder should describe the strategies that will be deployed to overcome obstacles and identify risks to completing the project which may be encountered during the course of the project.	5
	TOTAL	100



RATING SCALE

Excellent	The contractor's qualifications or experience are exceptional and should ensure extremely effective performance on this aspect of the contract.
Very Good	The contractor's qualifications or experience are more than adequate for effective performance on this aspect of the contract.
Good	The contractor's qualifications or experience are above average needed for adequate performance on this aspect of the contract.
Average	The contractor's qualifications or experience meet the minimum needed for adequate performance on this aspect of the contract.
Poor	The contractor's qualifications or experience are inadequate in certain areas and are likely to be ineffective in performing the duties of the contract.
Unsatisfactory	The contractor's qualifications or experience are insufficient for the effective performance of the duties of the contract.
N/A	The contractor did not identify any qualification or experience in this area.

Point Allocation by Rating

Excellent	Very Good	Good	Average	Poor	Unsatisfactory	N/A
5	4	3.5	2.5	1	0	0

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$80,000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

1.3.2 Evaluation of Price

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

For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with Annex B, Basis of Payment.

2. Basis of Selection

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

- 2.1.1 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all the mandatory evaluation criteria;
- 2.1.2 Bids not meeting 2.1.1 (a) or (b) will be declared non-responsive.



- 2.1.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
- 2.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 2.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by the ratio of 30%.
- 2.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.1.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	115/135 x 70 = 59.62	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating	84.17	73.15	77.70
Overall Rating	1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

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



1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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



2.2 Education and Experience

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.

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 applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety **Insert:** "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety. **Insert:** "Deleted"

At Section 19 Copyright Delete: In its entirety



Insert: 1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists. "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party:

Bid Solicitation No.: 5000040011

"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.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Legere

Title: Manager, Procurement Operations East

Environment and Climate Change Canada

Environnement et Changement climatique Canada

Bid Solicitation No.: 5000040011

Address: 45 Alderney Drive

Dartmouth NS B2Y 2N6

Telephone: 902-426-9940

E-mail: Jennifer.legere@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

Name: Title: Organization:			
Address <i>:</i>			
Telephone:		_	
Facsimile:		_	
	·		
E-mail address:			

The Technical Authority for the Contract is:

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

5.3 Contractor's Representative

(Fill in or delete as applicable)

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a <u>firm price</u> as specified in Annex A for a cost of \$ ______ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.



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

7.2 PWGSC SACC Manual clauses

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

8. Invoicing Instructions

8.1 Milestone Payments

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

8.2 Schedule of Milestones

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

Milestone Description	Deliverable item	Firm Milestone Amount	Delivery date
1.			
2.			
3.			
4. (ex. Draft final report)			
5. (ex. Final report)			

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.

Bid Solicitation No.: 5000040011

10. Applicable Laws

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

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 (2018-06-21) General Conditions Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- the Contractor's bid dated ______, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "as clarified on ______" or "as amended on ______" and insert date(s) of clarification(s) or amendment(s)).



ANNEX A

STATEMENT OF WORK

Title: Development of a Tool to Increase Agricultural Best Management Practice (BMP) Adoption in the Lake Erie Basin

1. Background

The Nutrients Annex of the 2012 Great Lakes Water Quality Agreement directs Canada and the United States to establish targets for phosphorus loading reductions into Lake Erie and to draft Domestic Action Plans for meeting these new targets, in order to reduce the severity and frequency of harmful algal blooms. In 2016, the reduction target for Lake Erie's Western and Central Basins was established at 40% of the 2008 load which means, a reduction of 212 tonnes of total phosphorus per year (mT/yr) from Canadian sources. The primary sources of phosphorus to Lake Erie are non-point source runoff from agriculture and urban areas, and discharges from wastewater treatment plants. The largest load is generated from agricultural non-point sources. The phosphorus enters Lake Erie via overland and subsurface flow into drainage systems, creeks, groundwater, and tributaries.

Environment and Climate Change Canada (ECCC) requires a method to develop scenarios of best management practice (BMP) adoption in the agricultural sector in order to reduce phosphorus loads to Lake Erie. These scenarios will be used to evaluate the potential success of BMP adoption programs in the agricultural sector. The programs do not include cost sharing, monetary incentives, or any legal obligation to adopt new BMPs. The programs in question focus on education and outreach and may consider the social factors in the Lake Erie Basin that influence BMP adoption in agriculture. Development of scenarios will allow ECCC to estimate the degree to which these programs and specific program factors or components thereof could influence decision making in the agricultural sector to reduce phosphorus losses from agricultural fields. The geographical area of concern is the Canadian portion of the Lake Erie basin. Programs to encourage BMP adoption are part of a larger Canada-Ontario Action Plan (2018) to meet the phosphorus load reduction target of 212 mT/year.

Previous work on agricultural program evaluation in Ontario concluded that the information required to evaluate scenarios consisting of various BMP adoption programs for agriculture and in the Lake Erie Basin is not available in a published form. A search of the literature did not find what could be called a standard for BMP adoption program evaluation in agriculture. Thus, the steps required in developing this scenario method include: identification of programs, identification of program evaluation metrics, and synthesis of this information to guide future program development and evaluation. Programs considered for the development of metrics will have been implemented to encourage BMP adoption in agriculture. These programs are not restricted to Ontario, nor are they restricted to nutrient management. However, the final program evaluation metrics selected for program evaluation must be applicable within the Lake Erie Basin.



2. Purpose

ECCC requires the capacity to assess the potential success of programming which encourages the adoption of new BMPs to reduce phosphorus losses from agriculture in the Lake Erie Basin. The goal of this project is to provide ECCC with a methodology that will provide scenarios to be used for program development and evaluation.

3. Tasks

3.1. TASK 1: Start-up meeting:

Attend with ECCC lead, either in person or via teleconference.

The goals for this preliminary meeting are to discuss:

- i. the appropriate scope and methodology for the project;
- how to build on previous work; ii.
- information requirements; iii.
- process for accessing information; iv.
- The constituents of a relevant framework for evaluation of BMP ٧. adoption programs;
- geographic range of study; vi.
- other relevant sectors for comparison; vii.
- timeline. viii.

The minutes of this meeting will be provided to the Scientific Authority two weeks following the meeting.

3.2. TASK 2: Report on the Evaluation of Programs and Program Factors that **Influence BMP Adoption in Agriculture**:

This will include

- the identification of programs, and i)
- a review of the evaluation process/ and the metrics used to evaluate ii) success

TASK 3: Synthesis of the Task 2 Deliverable into a tool for program 3.3. evaluation:

This will include: i) the tool itself, a draft report detailing its use, and a draft PowerPoint deck summarizing the tool and report.

3.4. TASK 4: Final Report and Tool, Wrap-up meeting and Presentation:

The final report will include the metrics considered for the tool and their justification, a description of the tool, instructions for using the tool, and a demonstration. The final report (Deliverable 4) will be delivered in MSWord. It will be accompanied by a PowerPoint presentation (Deliverable 5). The contractor will revise the tool if necessary based on comments from the Scientific Authority upon a review of Task 3. The contractor will deliver the presentation and demonstrate the use of the tool in a final meeting with the Scientific Authority.



4. Deliverables

The Contractor must provide the following Deliverables:

- 4.1. Minutes of an initial project start-up meeting to ensure a common understanding between the Scientific Authority and the Contractor.
- 4.2. A review of programs that have been implemented to encourage BMP adoption in agriculture and evaluated including specific program factors/components.

This review must include how the coordinating agencies/organizations evaluated and reached a conclusion on the level of success, and the metrics used for evaluation. ECCC will provide the Contractor with previous work on how social factors have influenced BMP adoption in agriculture and how these factors have been included in program development.

4.3. Development of the tool, a draft report, and draft PowerPoint deck on the tool's use based on a synthesis of the information from the above reviews including the selection of metrics. This will be used to guide program development for reducing phosphorus loads from agriculture in the Lake Erie Basin.

Specifically, this tool will generate scenarios to assess how a new program and/or specific program factors will affect the rate of adoption of BMPs to reduce phosphorus loads from to Lake Erie. Specific metrics for evaluation of the program and specific program factors will be incorporated into the tool. Although the specific format of the tool is left open, it should be easily transferable to ECCC staff and should operate in an Microsoft Windows environment. If there are several viable format options for the development of this tool, a specific approach will be selected in consultation with the ECCC Scientific Authority.

- 4.4. <u>Provide ECCC with the final tool and report including directions for using the tool and its further development.</u>
- 4.5. <u>Provide ECCC with a final PowerPoint deck, summarizing deliverables 2 through 4</u>
- **4.6.** Deliverables Schedule

Deliv	erable	Date of Completion
1.	Minutes from Start-up meeting	Within 2 weeks of contract award
2.	Report on the Evaluation of Programs and Program Factors that Influence BMP Adoption in Agriculture	December 15, 2018
3.	Tool for Program Evaluation, draft report, and draft PowerPoint deck	Feb 28, 2019

4. Final Report	March 18, 2019
5. Final PowerPoint deck and meeting to	March 27, 2019

4.7. GENERAL INSTRUCTIONS:

- Reports must be written entirely in English, observing all spelling and grammar rules of the language chosen.
- The information must be written for an audience without an in-depth knowledge of economics, sociology, innovation diffusion or mathematical modelling.
- Reports must be completed in MS Word, compatible with the 2010 Microsoft Office suite.
- All references to information sources shall be clearly marked.

5. **Departmental Support**

ECCC will supply reports completed under the 2012 Great Lakes Water Quality Agreement, Annex 4 that are relevant to this project:

- 1. The Amended 2012 Great Lakes Water Quality Agreement, Annex 4 Nutrients
- Key Reference Documents a synopsis of scientific and technical studies and policy analyses completed, underway, or proposed that can be drawn upon in conducting The Project.
 - a) 2013 Great Lakes Nutrient Initiative: Agricultural
 Phosphorus Management Beneficial Management
 Practice Review (Environment Canada/The Thomsen
 Corporation)
 - b) 2014 Examining Barriers to Agricultural Phosphorus
 Management in the Lake Erie Basin: Legislation,
 Policies, Programs and Trends (Environment Canada/the
 Thomsen Corporation)
 - c) 2017 Social Factors Influencing the Adoption of On-farm Environmental Practices in the Lake Erie Watershed, Ontario, Canada
 - d) 2017 Assessing Economic Instruments for Achieving Lake Erie Phosphorus Targets
 - e) 2018 Understanding Policy and Program Factors to Increase Best Management Practices Adoption in Agriculture in the Lake Erie Basin

6. Travel

No travel will be required to perform the Work.

ANNEX B

BASIS OF PAYMENT

(to be completed at contract award)

1. Financial Proposal

The Bidder must complete this pricing schedule and include it in its financial bid. Prices must only appear in the Financial Bid and in no other part of the bid.

1.1 Overview

The Bidder's financial proposal must be submitted in Canadian Funds, GST/HST excluded, FOB Destination, customs duties and excise tax included.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable. The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded FOB destination, Customs duties and Excise taxes included.

1.2 Definitions

Firm Lot Price:

This is a basis of payment that applies when the total amount payable to the contractor for all or, as applicable, a portion of the contractual obligations, is the firm price agreed upon by the contracting authority and the contractor. As part of the financial proposal, the Contractor must still provide a clear and detailed breakdown of all cost elements, professional fees, travel and direct expenses to support the quoted price.

The contractor must satisfactorily fulfill all of its contractual obligations relative to the work to which this basis of payment applies, without additional payment whether or not the actual cost incurred exceeds the firm lot price.

1.3 The Bidder must complete this pricing schedule and include it in its financial bid

The financial proposal must provide the total fixed price for completing the work as well as a detailed breakdown of that price. Details must be provided for each sub criteria. The financial proposal should address each of the following, as applicable in detail:

1.3.1 Table 1- Professional Services per diem Rates

The bidder is to enter the per diem rates that will be used throughout the performance of the Contract. The bidder must enter the names and rates for each of the senior team members. For team members required to support the work, the Bidder is to identify each of the labour categories that will be employed and the per diem rate that will apply to the category.

Professional Services	Estimated Level of Effort (Days)	Firm per diem rate* Total	(Level of effort) x (per diem rate)
Resource Name			
Project Manager			

Team member 1		
Team member		
Support Categories		
Category 1 Name		
Category 2 Name		
	Total Estimated	
	Cost	

Please note the following:

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Days Worked = hours worked 7.5 hour day

1.3.2 Table 2 - Other Direct Expenses

Other Expenses	Amount	Mark-up	Total
Direct Expenses: Materials, supplies, and other direct expenses incurred during the performance of the Work at actual cost with a Mark-up		%	

1.3.3 Table 3 - Subcontracts

Subcontracts	Amount	Mark-up	Total
Subcontracts: at			
actual cost with			
markup.			
List any subcontracts			
proposed for any		%	
portion of the Contract			
describing the work to			
be performed and a			
cost breakdown with a			
Mark-up			

1.3.4 Table 4 - Total

TOTAL (sum tables 1 to 3) Firm Lot Price \$	
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1.4. Payment Schedule

^{*} Per Diem rates are firm and all-inclusive of overhead, profit and expenses such as travel and time to the NCR facilities.



The bidder may provide a proposed milestone payment schedule based on the deliverables identified in the Statement of Work. This payment schedule will be subject to negotiation at the time of contract award. The basis determining the amount of each milestone payment should be clear.

1.5 Good and Services Tax (GST) / Harmonized Sales Tax (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.