



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Hard Copy : 200 Sacré-Coeur Blvd., Gatineau, Quebec (Canada) K1A 0H3 Attn: Barry McKenna</p> <p>E –Mail: Ec.soumissions-bids.ec@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>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Off-Road Equipment Market Analysis</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000045893</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-07-17</p>	
	<p>Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2019-08-27</p>	<p>Time Zone – Fuseau horaire EDT</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à Barry McKenna Barryjoseph.mckenna@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-9425</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA- MM-JJ)</p>	
	<p>Destination of Services / Destination des services Environment and Climate Change Canada 350 St. Joseph Blvd. Gatineau PQ K1A 0H3</p>	
	<p>Security / Sécurité</p> <p>There is no security requirement associated with this solicitation.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	



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Title: Off-Road Equipment Market Analysis

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 under 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 (2018-06-21) 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 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:

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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. Bids must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Anthony DeFlavis
Solicitation Number: 5000045893

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 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.

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.

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 obtained.** 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 are related to the required services.

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, "key team members" are those resources that will be significant contributors to the deliverables.



	Mandatory Criteria	Met/Not Met
M1	<p>The Bidder must propose a qualified Project Manager and include the CV of the Project manager.</p> <p>The CV must include details demonstrating that the Project manager has acted as project manager on at least one other project similar in nature to that of the project outlined in the Statement of Work (SoW) found at Annex A.</p>	
M2	<p>The Bidder must submit a technical proposal which must at minimum include:</p> <ul style="list-style-type: none"> a) detailed work plan/schedule b) methodology c) description of the team (including subcontractors, as applicable) d) Identification of Project Leader e) CVs of all proposed key team members 	

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	Rated Criteria	Maximum Score
R1	<p>Understanding of Technical Material/ Technical Proposal</p> <p>The Bidder should demonstrate a thorough understanding of the technical issues involved in this project and the logistical requirement to conduct the project successfully, and clearly describe the Bidder’s strategy for meeting all project milestones. The Bidder’s approach should be clear, complete, reasonable and feasible. The Bidder’s proposal should include the Bidder’s approach to achieving the overall objectives of the project, and its approach to each of the tasks in the statement of work. The Bidder’s understanding of the issues should be evidenced both in a Background section of its proposal, and also in a task by task description of its proposed approach for completing the work. The approach should address potential issues that may arise during the conduct of the project and the Bidder’s strategy for handling any problems.</p>	10



Item	Rated Criteria	Maximum Score
	<p>The demonstrated understanding of the objectives and issues will be awarded points as follows:</p> <p>0: Not addressed</p> <p>2: Not evident: incorrect understanding of scope</p> <p>4: Inadequate: poor understanding of scope. Incomplete, imprecise or lacking any evidence of understanding</p> <p>6: Adequate: adequate understanding of scope but without any additional insights</p> <p>8: Good: correct understanding of scope with some additional insights that demonstrate a good understanding of the objectives</p> <p>10: Excellent: complete and correct understanding of scope combined with significant added insights that demonstrate the completeness of understanding of the objectives</p>	
R2	<p>Methodology and Data Collection</p> <p>The Bidder should clearly indicate what methodology will be used. The methodology should be in clear, logical steps that identify required data and how that data will be used to achieve the contract objectives.</p>	40
R2.1	<p>Explanation of methodology and data</p> <p>Points will be awarded as follows:</p> <p>0: Not provided</p> <p>6: Not evident: insufficient or incorrect information provided</p> <p>12: Inadequate: incomplete, vague or lacking evidence of understanding</p> <p>18: Adequate: achievable within the available time and resources</p> <p>24: Good: realistic, logical and straightforward</p> <p>30: Excellent: comprehensive strategy that provides a logical pathway from start to finish. Thoughtful consideration of details that will achieve all objectives</p>	30
R2.2	<p>Identification of potential problems during data collection and how these problems will be resolved. Implementation of quality controls</p> <p>Points will be awarded as follows:</p> <p>0: Not addressed</p> <p>2: Not evident: little indication of recognition of problems and solutions</p> <p>4: Inadequate: vague or incomplete recognition of problems and solutions</p> <p>6: Adequate: complete and correct recognition of problems but with</p>	10



Item	Rated Criteria	Maximum Score
	<p>limited detail on solutions</p> <p>8: Good: complete and correct recognition of problems and solutions, demonstrating a solid understanding of each issue</p> <p>10: Excellent: comprehensive recognition of problems and solutions, demonstrating thoughtful consideration of primary and secondary details</p>	
R3	<p>Qualifications of Project Manager</p> <p>The Bidder should demonstrate that the proposed project manager has led projects that involved all of the following:</p> <p>(a) market analysis,</p> <p>(b) data gathering and</p> <p>(c) the creation and execution of surveys with industries</p> <p>Points will be awarded as follows</p> <p>2 points per project to a maximum of 10 points</p>	10
R4	<p>Project Team Experience</p> <p>The Bidder should demonstrate the experience of the proposed team members in the market analysis of off-road equipment segments.</p> <p>Points will be awarded as follows</p> <p>0: Cumulatively team members have worked on less than 5 relevant market analyses in any off-road segments</p> <p>5: Cumulatively team members have worked on 5 or more relevant market analyses in off-road segments other than lawn and garden and recreational (e.g. construction, mining, agriculture, etc.)</p> <p>7: Cumulatively team members have worked on more than 5 relevant market analyses in the lawn and garden or recreational products segments</p> <p>10: Cumulatively team members have worked on more than 7 relevant market analyses in the lawn and garden or recreational product segments</p>	10
	Total Available Points	70
	Minimum Points Required	35

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is **\$200,000.00** (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 evaluation purposes only, the price of the bid will be determined as described in Annex B.

2. Basis of Selection – Highest Combined Rating of Technical Merit 70% and Price 30%.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 70 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (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 = 59.63	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	84.18	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

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. Security Requirement

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"

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."

At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:



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

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

4. Term of Contract

4.1 Period of the Contract

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anthony De Flavis
Title: Procurement Specialist
Organization: Environment and Climate Change Canada
Assets, Contracting and Environmental Management Directorate



Workplace Services and Contracting Assets
Procurement and Contracting Services
Address: 105 McGill St
Montréal, QC H2Y 2E7
Telephone : 514-283-5958

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

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

5.3 Contractor's Representative
(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 firm price of \$ _____ *(insert the amount at contract award)*. Customs duties are _____ *(insert "included", "excluded" OR "subject to exemption")* 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.

7.3 PWGSC SACC Manual clauses

A9117C (2011-11-30) 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 in Annex B 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.

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 _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

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) (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) 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

1. BACKGROUND

The Government of Canada is committed to leading the transformation towards a low-carbon economy. In December 2016, federal, provincial and territorial governments adopted the Pan-Canadian Framework on Clean Growth and Climate Change, which represents an ambitious and achievable plan to meet or exceed Canada's international climate change targets.

The Framework presents an approach for the transportation sector as a whole that includes: (1) setting and updating vehicle emissions standards and improving the efficiency of vehicles and transportation systems; (2) using cleaner fuels; (3) supporting the shift from higher to lower-emitting types of transportation, including through investing in infrastructure; and (4) expanding the number of zero-emission vehicles on Canadian roads. To deliver on the first element of this approach, the federal government will take a number of actions to improve efficiency and support fuel switching in the rail, aviation, marine, and **off-road** sectors.

Environment and Climate Change Canada (ECCC) is currently gathering information on the off-road sector to inform its analysis of policy instruments.

2. OBJECTIVES

ECCC is seeking to have a comprehensive profile of the market for off-road equipment used in recreational activities and to maintain lawns and gardens in Canada. The profile will identify the current use of and emerging trends with respect to the use of electric-powered versus fossil-fuel powered equipment.

3. WORK DESCRIPTION

3.1 Market Profile & Data

The Contractor will develop a comprehensive profile of the Canadian market for off-road equipment used in recreational activities and to maintain lawns & gardens. To achieve this, the Contractor will create a database in Excel that will report the following information for the 32 types of off-road equipment listed in table 1 and sold in Canada. For each make/brand of equipment found in the Canadian market, the Contractor will identify:

THE MAKES: Who (which companies) produces the equipment?

THE COUNTRY OF ASSEMBLY: In which country is the final piece of equipment assembled?

SALES: How many units (gas and electric powered) are sold annually in Canada, the United States, and globally (Europe, Asia Pacific, Latin America, and the Middle East and Africa)?

ELECTRIC EQUIPMENT: How many of the units sold in Canada, the United States, and globally (Europe, Asia Pacific, Latin America, and the Middle East and Africa) are electric?

DATA SOURCES: What are the sources of the data (commercial database, industry associations, manufacturers, interview, etc.)?



Table 1

Lawn and Garden Products (20)	
Augers	Power Pruners
Brush Cutters/Disc Mowers	Rear Engine Riders Mowers
Chainsaws	Shredders
Edgers	Sickle Bar Mowers
Garden Tractors	Snow-blowers
Hedge Cutters	Tillers
Lawn Tractors	Trimmers
Leaf Blowers	Walk Behind Reel Mowers
Leaf Vacuums	Walk Behind Rotary Mowers
Portable Generator	Wood Splitters
Recreational Products (12)	
3-Wheelers	Off-Road Motorcycles
4-Wheeled ATVs (+ side by side)	Outboard Engines and Boats
Concession Karts	Personal Watercraft (Jet Skis)
Fun Karts	Racing Karts
Golf Cars	Scoters/Minibikes/Mopeds
Jet Drive Boats	Snowmobiles

The data can be gathered by the Contractor through a variety of sources such as industry associations and journals, companies' annual reports, business reports and interviews with manufacturers. The Contractor is asked to come up with the most consistent and accurate data sets that will fulfil the above request for the most recent **model year for which at least one year's worth of data is available**.

The contractor must develop a profile of each manufacturer selling these types of equipment in Canada along with an overview and their distribution channels. The profiles must include key business information such as headquarters, year of establishment, where production takes place, number of employees, type of equipment manufactured, presence in other markets, net sales, amount spent in research & development, and profit before tax.

3.2 Electric Equipment

- a) The Contractor must complete a comprehensive review of the electrification of these types of equipment globally and in Canada. The review will compare electrified equipment to their equivalent gasoline power engines and highlight uptake, market readiness, and price differentials.
- b) The contractor must contact all manufacturers that **sell the listed products in Canada** (gas or/and electric powered) to get their views on the potential growth in Canada for electric



equipment over the next decade. The Contractor will collect this information through a survey for which questions will be developed in collaboration with the project authority.

3.3 Options

Based on the findings in the Market Profile & Data (3.1), on Electric Equipment (3.2), and consultation with manufacturers, the Contractor must develop a list of options/actions, with their pros and cons, which the Government should explore to increase the penetration of electric equipment in the Canadian market over the next decade.

4. DELIVERABLES, SCHEDULE and TERMS of PAYMENT

The Contractor must deliver the results of the findings in a report. It must include an executive summary, a table of contents, a section on market profile and data (3.1), a section on electric equipment (3.2), and one on options (3.3).

The report must be provided in hard copy (1) and in a Microsoft Word document. All graphics and tables presented in the report will also be provided in Microsoft Excel spreadsheets.

#	Milestones	Deliverable	Time
4.1	Kick Off Meeting	The Contractor must schedule a kick off meeting with the project authority.	One week after contract is awarded
4.2	Market Profile & Data	The Contractor must provide to the project authority a first draft of the Excel market data table and manufacturer profiles developed under task 3.1 for at least half of the equipment listed in Table 1 and half of the manufacturers who sell equipment in Canada.	16 weeks after contract is awarded
4.3	Survey Questionnaire	The Contractor must provide to the project authority a first draft of questions for the survey as requested in task 3.2.b	18 weeks after contract is awarded
4.4	Electric Equipment	The Contractor must provide to the project authority a first draft of his comprehensive review of the electrification of the equipment globally and in Canada as requested 3.2.a	24 weeks after contract is awarded
4.5	Draft Final Report	The Contractor must provide to the project authority a first draft of the report that includes all the elements in sections 3 and 4 above. Project authority will provide comments and any edits within 5 working days.	26 weeks after contract is awarded
4.6	Final Report	The Contractor must provide to the project authority the final report (1 hard copies and a Microsoft Word version) that includes comments and edits from the project authority along with all graphics and tables presented in the report in a Microsoft Excel spreadsheet.	28 weeks after contract is awarded

To assist with coordination of this project, the Contractor must communicate by email and/or by telephone with the project authority with updates on the project, at a minimum on a bi-weekly



basis. The Contractor must describe the status of tasks and any deviation from the work plan or the timelines in the proposal. Any changes to the schedule must be justified and accompanied with a solution that takes into account remaining timelines. Updates must include issues that the Contractor is facing that may delay the schedule or jeopardize the expected quality of the final product.

5. QUALITY ACCEPTANCE CRITERIA

All deliverables produced by the Contractor will be subject to review in draft form by the project authority. Failure to provide acceptable deliverables may result in the termination of the contract.

Submission of the draft interim and/or final reports will be reviewed by the project authority. The review will generate comments to improve the draft report for final delivery. The Contractor must take into consideration the comments provided on the draft report and incorporate them as appropriate into their work and the final report.

Furthermore, the Contractor must conduct their work under the following conditions:

- The Contractor must provide any additional information discovered during the course of this work where this additional information would be deemed by the project authority to be relevant in fulfilling the purpose and objectives of this contract.
- All monetary values must be expressed by the Contractor in Canadian dollars. Instances of currency conversion shall be identified by the Contractor and accompanied by the Contractor's explanation of the exchange rate used.
- The Contractor must provide and present technical data in tables and graphs.
- The Contractor must report all relevant sources of information.
- All reports (either in draft or final form) must be written in a clear and logical fashion and shall be submitted in Microsoft Office version 2010 or later.
- All supporting and underlying data must be provided in Microsoft Excel format (version 2010 or later). Data must be properly organized, referenced and sourced. If estimates and assumptions are used, they must be clearly identified and justified. Spreadsheet design and documentation should enable modification and replication of results by the project authority.
- The Contractor should note that this report will only be for internal use and will not be made public.

6. TRAVEL

Contractor must do the work from his own facilities and no travel is required.

7. CROWN INPUT

- The Project authority will provide comments and any edits within 5 working days of receiving drafts.

NNEX 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*	(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	

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



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:

$$\text{Days Worked} = \frac{\text{hours worked}}{7.5 \text{ hour day}}$$

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

1.4. Payment Schedule

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will make milestone payments in accordance with the following Schedule of Milestones

Milestone	Description	% of Contract Value	Amount



SOW Item 4.2	Acceptance of draft report	30%	
SOW Item 4.3	Acceptance of survey question draft	10%	
SOW Item 4.4	Acceptance of draft of comprehensive review	30%	
SOW Item 4.6	Acceptance of Final report	30%	
Total			

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.