



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>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 prévues ou visées dans le document, y compris toutes pièces jointes et annexes, les services décrits dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Evaluating the Performance of the 2-Butoxyethanol Regulations</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000045561</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-09-06</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. / 15 h on – le 2019-09-27</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time (EDT)</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à Lana Hunt lane.hunt@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 604-666-6618</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2019-10-01</p>	
	<p>Destination - of Services / Destination des services Quebec</p>	
	<p>Security / Sécurité <i>There is a security requirement associated with this solicitation. / Une exigence relative à la sécurité s'applique à cette demande.</i></p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

Cover page (signed) must be submitted together with the Bidder's proposal.

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TITLE: Evaluating the Performance of the 2-Butoxyethanol Regulations

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirement: includes specific requirements that must be addressed by bidders; and

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

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List, List of Names Integrity Regime Form and Schedule of Milestones.

2. Summary

2.1 Environment Canada (EC) has a requirement to evaluate the Performance of the 2-Butoxyethanol Regulations as detailed in the Statement of Work, **Annex A**, to the bid solicitation. The period of the contract is from the "Awarded Date" to March 31, 2020.

The objective of this contract is to evaluate the effectiveness of the 2-Butoxyethanol Regulations (SOR/2006-347), herein after referred to as the Regulations, by determining if the presence of 2-Butoxyethanol in products has decreased in Canada and what are the current concentrations. This evaluation is to be done specifically in relation to products identified in Schedule 1 of the Regulations.

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirement, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

- 2.3 Bidders must provide a list of names as per **Annex D**, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is not subject to the provisions of the trade agreements.

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 (2019-03-04) 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 05 Submission of Bids, Subsection 05 (4):

Delete: 60 days

Insert: 120 days

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada (EC)”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada (EC)”

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”

1.1 PWGSC SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2. Electronic 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:

(6.4.1) 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

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

Section I:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications

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

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

Note for Electronic Submission of Bids:

In order to be considered, bids must be received no later than 15:00h (3:00 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Lana Hunt
Solicitation Number: 5000045561

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

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

Bids sent by fax will not be accepted.

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement

contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in Canadian funds in accordance with the Basis of Payment in **Annex B**. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.3** 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.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

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

1.1.1 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Item #	Mandatory Requirement	Reference to Page Number in Proposal (Bidder to insert)	Compliant (Yes/No)	Comments
M1	<p>The Bidder must assign a project manager with:</p> <ul style="list-style-type: none"> a) at least seven (7) years within the last ten (10) years of experience managing projects, including at least one (1) project of a similar scope related to socio-economic and environmental research, and budget, b) at least five (5) years within the last ten (10) years of experience working on projects related to socio-economic and environmental research, as described in the Statement of Work, c) an university degree in one of the following fields: Engineering, Chemistry, Environmental Sciences, or Economics. Proof of degree (diploma) must be included in the proposal. <p>This must be demonstrated in the individual's CV.</p>			
M2	<p>The Bidder must assign two (2) Technical Leads, to lead the analysis for each task (1 and 2). Each Technical Lead must have at least two (2) years within the last five (5) years of experience working on projects related to socio-economic and environmental research, as described in the Statement of Work.</p>			
M3	<p>The Bidder must demonstrate that:</p>			

	At least one Project Team member is able to communicate with and review documentation from targeted stakeholders or industry representatives in both official languages (oral and written). The team member(s)'s ability must be clearly explained in the proposal, I.e. explained in a team member's resume under education or work experiences.			
M4	<p>The organization must hold a security accreditation to the level of Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B at the time of response to this Request for Proposal (RFP), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).</p> <p>The Bidder's proposed individuals who will have access to protected information must also hold a valid security accreditation at the level of Reliability at the time of response to this RFP.</p> <p>The DOS and individual security clearances must be provided in the proposal.</p>			

1.2 Point Rated Technical Criteria

The Point Rated evaluation criteria will be used by Environment and Climate Change Canada to evaluate only those bids that meet all of the Mandatory Technical Criteria. Bidders are advised to address these requirements in the following order and in sufficient depth in their bids to enable a thorough assessment. Environment and Climate Change Canada's assessment will be based solely on the information contained within the bids.

For the bid to be valid, the bidder must obtain the minimum points identified in each of the technical evaluation criteria: PR1, PR2 & PR3 and obtain an overall minimum score of 56 points or higher out of the 80 points available within the technical evaluation table below. Bids that obtain less the minimum score in PR1, PR2, PR3 or less than 56 points overall will be considered non-responsive and will not be considered further.

Bids will be ranked solely upon the information provided in the proposal, using the factors and criteria in the table below.

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

Criteria #	Point Rated Technical Criteria	Reference to Page Number in Proposal (Bidder to insert)	Maximum Points Available	Points Received	Comments
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PR1 – <u>UNDERSTANDING OF PROJECT REQUIREMENTS</u>					
Minimum score required: 10 points Maximum score: 20 points					
(a)	<p>Does the proposal indicate a clear understanding of the work?</p> <ul style="list-style-type: none"> The proposal does not contain an explanation of the Bidder’s understanding of the work. Does not clearly demonstrate that the Bidder understands the requirements well enough to complete the project. (0 points) The proposal is adequately defined but missing minor elements. Demonstrates an acceptable understanding of the project objectives and needs. (5 points) The proposal is very well defined and comprehensive. Demonstrates a strong understanding of the project objectives and needs. (10 points) 		10		
(b)	<p>Is the proposal clear, concise, well written and easy to understand?</p> <ul style="list-style-type: none"> The proposal is not concise and contains too much information that is not relevant to this request. Does not clearly demonstrate that the Contractor is able to synthesize the information requested. (0 points) The proposal is concise, but information could have been better synthesized and/or provided only essential information. Demonstrates an acceptable ability to develop a written document that is easy to understand. (5 points) The proposal is concise and the information is well synthesized. Demonstrates a strong ability to develop a written document that is easy to understand. (10 points) 		10		

PR 2 – <u>METHODOLOGY, WORK PLAN AND SCHEDULE</u>					
<p style="text-align: center;">Minimum score required: 18 points Maximum score: 35 points</p>					
(a)	<p>Methodology:</p> <ul style="list-style-type: none"> • The methodology is weak and confusing and is not expected to meet the objectives. Potential challenges are not identified where appropriate or lack descriptions of how they will be addressed. (0 points) • The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work. Potential challenges are identified where appropriate and descriptions of how they will be addressed are described. (5 points) • The methodology is clear, logical, comprehensive and exceeds expectations in meeting project objectives and fulfilling each task under the Statement of Work. Potential challenges are identified where appropriate and accompanied by descriptions of how they will be addressed with realistic and innovative solutions that respect the available budget and timing for this work. (10 points) 		10		

(b)	<p>Work Plan and Schedule:</p> <p>The proposal is missing information related to the team members, milestones, timelines and deliverables for the requirements identified in the Statement of Work. (0 points)</p> <p>The proposal breaks down the time requirements for each member, but not per task. The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work. (3 points)</p> <p>The proposal clearly assigns tasks and timeframes to each team member. The proposal is missing information related to milestones, timelines and deliverables for some of the requirements identified in the Statement of Work. (6 points)</p> <p>The proposal clearly assigns tasks and required timeframes to each team member. It also clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work. (10 points)</p>		10		
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(c)	<p>Methodological and Analytical Challenges and Contingencies:</p> <ul style="list-style-type: none"> Assessment of methodological and analytical challenges and/or proposed contingencies are weak and/or not considered to be reasonable. A plan has not been considered to mitigate risks posed by data gaps or other challenges. (0 points) Assessment of methodological and analytical challenges and proposed contingencies appears to be reasonable but is not well-defined. A plan has been considered to mitigate risks posed by data gaps and other challenges. (5 points) Assessment of methodological and analytical challenges and proposed contingencies is comprehensive, reasonable and well-defined. A clear plan has been considered to mitigate risks posed by data gaps or other challenges. (10 points) 		10		
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<p>(d)</p>	<p>Proposed Quality Assurance / Quality Control approach and how it has been applied successfully in previous projects:</p> <ul style="list-style-type: none"> Proposed approach to ensure quality control throughout the project and/or how it has been applied successfully in previous projects is weak and/or not considered to be reasonable. (0 points) Proposed approach to ensure quality control throughout the project and how it has been applied successfully in previous projects appears to be reasonable but is not well-defined. (3 points) Proposed approach to ensure quality control throughout the project and how it has been applied successfully in previous projects is comprehensive, reasonable and well-defined. (5 points) 		5		
<p>PR 3 – <u>EXPERIENCE AND QUALIFICATIONS OF CONTRACTOR AND PROJECT TEAM MEMBERS</u></p> <p>Minimum score required: 13 points Maximum score: 25 points</p>					

<p>(a)</p>	<p>The Bidder’s project team has recent experience (in the last three years) and in-depth expertise in undertaking national inquiries and compilation of data, including economic and environmental analysis, primarily related to the cleaning sector and/or paint sector.</p> <ul style="list-style-type: none"> • The proposal does not demonstrate recent experience and expertise of the proposed resources. (0 points) • The proposal demonstrates some recent experience and expertise of the proposed resources, including evidence of at least one (1) of the Technical Leads having experience working on at least one (1) project in the last three (3) years doing inquiries related to the undertaking of national inquiries and compilation of data primarily related to the cleaning sector and/or paint sector. (3 points) • The proposal sufficiently demonstrates recent experience and expertise of the proposed resources, including evidence of at least two (2) of the Technical Leads having experience working on at least two (2) projects each in the last three (3) years doing technical, socio-economic and/or environmental analysis related to the undertaking of national inquiries and compilation of data primarily related to the cleaning sector and/or paint sector. (7 points) <p>The proposal strongly demonstrates recent experience and expertise of the proposed resources, including evidence of at least two (2) of the Technical Leads having experience on at least three (3) projects each in the last three (3) years doing technical, socio-economic and/or environmental analysis primarily related to the undertaking of national inquiries and compilation of data primarily related to the cleaning sector and/or paint sector. (10 points)</p>		<p>10</p>		
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<p>(b)</p>	<p>The Bidder’s proposal demonstrates their experience with successfully analyzing data-gathering results primarily related to the cleaning sector and/or paint sector and developing cost-benefit analysis primarily related to product formulation:</p> <ul style="list-style-type: none"> • The proposal does not demonstrate recent experience in delivering work similar to that described in the Statement of Work. (0 points) • The proposal demonstrates some recent experience as well as expertise of the proposed resources, including evidence of at least one (1) of the Technical Leads having experience working on at least one (1) project in the last three (3) years doing inquiries related to the analysis of data-gathering results and cost-benefit analysis. (3 points) • The proposal sufficiently demonstrates recent experience as well as expertise of the proposed resources, including evidence of at least two (2) of the Technical Leads having experience working on at least two (2) projects each in the last three (3) years doing technical, socio-economic and/or environmental analysis related to the analysis of data-gathering results primarily related to the cleaning sector and/or paint sector and developing cost-benefit analysis primarily related to products formulation. (6 points) • The proposal strongly demonstrates recent experience as well as expertise of the proposed resources, including evidence of at least two (2) of the Technical Leads having experience on at least three (3) projects each in the last three (3) years doing technical, socio-economic and/or environmental analysis related to the analysis of data-gathering results primarily related to the cleaning sector and/or paint sector and developing cost-benefit analysis primarily related to products formulation. (10 points) 		<p>10</p>		
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(c)	<p>The Project Manager has a demonstrated capacity to effectively manage large teams (more than 5 people) to successfully undertake a significant volume of work under tight deadlines:</p> <ul style="list-style-type: none"> • Project Manager has not demonstrated a capacity to manage large teams for undertaking a significant volume of work under tight deadlines. (0 points) • Project Manager has limited experience (1-4 project(s)) and/or there is a limited description of this experience. (1 points) • Project Manager has some experience (5-9 projects) and/or there is a basic description of this experience that demonstrates this capacity. (3 points) • The Project Manager has extensive experience (more than 10 projects) and there is an extensive description of this experience that demonstrates this capacity. (5 points) 		5		
	Total Maximum Score: (Minimum Passing Mark: 56 points)		80		

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$50,000.00, applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		

1.2.2 Evaluation of Price

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

2. Basis of Selection

- **Highest Combined Rating Technical Merit (70%) and Price (30%)**

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory financial criteria;

and

- (c) obtain the following required minimum points in the technical evaluation criteria:
 - (PR1) Understanding of Project Requirements minimum of 10 points;
 - (PR2) Methodology, Work Plan and Schedule minimum of 18 points;
 - (PR3) Experience and Qualifications of Contractor and Project Team Members minimum of 13 points and;
an overall minimum score of 56 points or higher out of 80

2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

2.3 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.

2.4 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%.

2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%

2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

2.7 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 80 and the lowest evaluated price is \$45,000.00 (45).

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

Example of Calculation:

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		75/80	65/80	73/80
Bid Evaluation Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$75/80 \times 70 = 65.63$	$65/80 \times 70 = 56.88$	$73/80 \times 70 = 63.88$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating		90.18	83.88	93.88
Overall Rating		2nd	3rd	1st

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.

The Bidder must complete the attached "List of Names for Integrity Verification Form" found in **Annex D**.

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

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

PART 6 – SECURITY REQUIREMENTS

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT

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

Title: Evaluating the Performance of the 2-Butoxyethanol Regulations

1. 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 _____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (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 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

A. For professional services requirements where the deliverables are copyrightable works:

Canada to own Intellectual Property rights in Copyright

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.

2.2 Supplemental General Conditions

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

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

2.3 Specific Person(s)

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

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Security Requirement for Canadian Supplier: Public Services and Procurement Canada File #Common-Professional Services Security Requirement Check List #9

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **protected B**, issued by the Canadian Industrial Security Directorate, Public Services and Procurement Canada
2. The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid **reliability status**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **protected B**
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
5. The Contractor/Offeror must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at **Annex C**.
 2. Industrial Security Manual (Latest Edition)

4. Term of Contract

4.1 Period of the Contract

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

4.2 Transition Period

A0078C (2008-05-12) Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of six (6) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lana Hunt
Procurement Specialist
Corporate Services and Finance Branch
Environment Canada
#201 – 401 Burrard Street
Vancouver, B.C. V6C 3S5
Tel: (604) 666-6618
E-Mail: lane.hunt@canada.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

- Will be identified at contract award.

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

- Will be identified at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 PWGSC SACC Manual Clauses

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

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 Milestone Payments

- 8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in **Annex E** of the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) all work delivered has been accepted by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (c) Annex A - Statement of Work
- (d) Annex B - Basis of Payment;
- (e) Annex C - Security Requirements Checklist
- (f) Annex D - List of Names for Integrity Verification Form;
- (g) Annex E - Schedule of Milestones
- (h) the Contractor's bid dated, as clarified on _____ or as amended on _____ .

12. Insurance

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

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A

STATEMENT OF WORK

Evaluating the Performance of the 2-Butoxyethanol Regulations

1.0 PURPOSE:

The purpose of this Contract is to evaluate the effectiveness of the 2-Butoxyethanol Regulations (SOR/2006-347), herein after referred to as the Regulations, by determining if the presence of 2-Butoxyethanol in products has decreased in Canada and what are the current concentrations. This evaluation is to be done specifically in relation to products identified in Schedule 1 of the Regulations.

2.0 OBJECTIVE:

The objectives of this service requirement are to:

1. Compile a Canadian inventory of the quantities and concentrations of 2-BE in products under the Regulatory categories.
2. Provide an analysis of each product category to determine if the number of products containing 2-BE has decreased since 2006.
3. Evaluate the overall performance of the Regulations, by comparing the current market situation to the 2004 inventory.
4. Identify if there are new product categories containing 2-BE used in Canada that should be regulated.

3.0 BACKGROUND:

2-Butoxyethanol (2-BE), also known as ethylene glycol monobutyl ether, is a volatile organic compound (VOC) that is a clear liquid with an ether-like odour. 2-BE itself is not commercially produced in Canada, it is imported as a commodity chemical and as a component of formulated products. It is used in a range of commercial and consumer products such as paints, cleaning products and solvents. It is also used in some industrial applications.

The 2003 assessment report completed under the *Canadian Environmental Protection Act, 1999 (CEPA)* found that 2-BE may be harmful to the health of Canadians. The assessment report concluded that chronic exposure to 2-BE could cause alterations in blood that are associated with hemolytic anemia. At the time, emissions of 2-BE from industry into the atmosphere were not in concentrations high enough to pose a health risk to Canadians. However, there was evidence of adverse health effects when 2-BE was used in products in indoor settings. Therefore, 2-BE was placed on the List of Toxic Substances under CEPA in 2005.

The Government of Canada published Regulations in the Canada Gazette, Part II on December 27, 2006 in order to protect human health by establishing concentration limits for 2-BE in various commercial and consumer products designed for indoor use, thereby reducing the general population's exposure to this chemical.

Prior to the Regulations being published, the quantity of 2-BE used in Canada had been steadily declining. The declining trend in the use of 2-BE was largely due to the replacement of 2-BE with other commercially available alternatives from the glycol ether category which pose lower health risks. However, in order to effectively reduce the health risk associated with 2-BE,

Regulations were deemed necessary. The regulatory limits in the Regulations were determined based on information gathered for the 2004 ToxEcology study: “Consumer Exposure Profile Study for 2-Butoxyethanol (CAS#: 111-76-2)”. Information from this study indicated that a number of products would have exceeded the concentration limits of the future Regulations (in place since 2006).

The Regulatory Impact Analysis Statement (RIAS), published alongside the Regulations in 2006, included a baseline scenario that assumed that the quantity of 2-BE imported and used in products would continue to decline until 2010 and then would remain steady. This is based on the assumption that manufacturers would continue to use 2-BE in proven products and would reduce its concentrations slowly by increasing alternatives in newer products.

4.0 THE WORK:

The Contractor must conduct all verbal or written interactions with stakeholders/ industry representatives/ subject matter experts in the preferred official language of the person contacted. Furthermore, all documents used for the interactions must be translated and made available in both official languages.

All the economic information must be presented in 2018 Canadian dollars. When monetary estimates are not available in Canadian dollars, foreign currency estimates must be converted to Canadian dollars and be accompanied by an explanation of the exchange rates used.

4.1 Tasks:

The following tasks must be completed as indicated in the deliverables and timelines section:

➤ Task 1: Compile a 2-BE inventory

The Contractor must provide an inventory of the products sold in 2018 in Canada that contain 2-BE. The inventory must:

- be broken down into categories based on their use (e.g. cleaning products, stripping products, etc.), aligning, where possible, with the product categories listed in Schedule 1 of the Regulations and if not, identify any new indoor-use product categories containing 2-BE that could (are) currently be in the Canadian market
- estimate the 2-BE concentration (% w/w) in each product
- estimate the total quantities of 2-BE (tonnes) in each product category
- estimate the market share of products containing 2-BE versus the same types of products that do not contain 2-BE by product category
- provide a breakdown of products imported into Canada and products manufactured in Canada by product category

In order to complete this task, the Contractor must develop and execute a data-gathering methodology that they plan on using to obtain this information. The Contractor could also examine product data available including, but not limited to, Canada Border Services Agency (CBSA) data on the quantities and values of specific products manufactured in and imported into Canada. The Contractor could also contact industry association representatives to fill in any data that were not available through other research.

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

Use of Canadian data must be prioritized over those from foreign sources (e.g., United States and European Union). If only foreign data is available, the Contractor should extrapolate the data for the Canadian market and support the extrapolation with valid assumptions (e.g., based on gross domestic product (GDP), market share and demand in North America).

➤ **Task 2: Analysis of results and cost-benefit analysis**

The Contractor must, in a written report, analyze, interpret, and provide meaningful commentary from the results of the data gathering initiative that will included, but is not limited to, the identification of any data gaps, margin of error, assumptions and response bias. The report must include the results of the four objectives identified in section 2.0 of the Terms of Reference that are:

1. Compile a Canadian inventory of the quantities and concentrations of 2-BE in products under the Regulatory categories.
2. Provide an analysis of each product category to determine if the number of products containing 2-BE has decreased since 2006.
3. Evaluate the overall performance of the Regulations, by comparing the current market situation to the 2004 inventory.
4. Identify if there are new product categories containing 2-BE used in Canada that should be regulated.

The written report must also contain:

1. Information on any substituted substance in place of 2-BE, which includes, but is not limited to, analyzing its efficacy compared to 2-BE and its potential impact on environment and human health
2. Analysis of possible product categories that could have the potential for 2-BE reduction, including:
 - a. The types of changes required to achieve the additional reduction (process, technology, research in reformulation, etc.)
 - b. The costs (e.g., direct/indirect and short-term/long-term), including an estimate of the reformulation costs for each reduction option (cost per tonne of 2-BE reduction)
 - c. The benefits, including an estimate of the total quantity of 2-BE reduction achievable for each reduction option
3. Trends in non-compliance with the Regulations as applicable
4. Comparison of the existing Regulations with other regulations on 2-BE (e.g. regulations in the United States)

➤ **Task 3: Develop a report**

The Contractor must submit a written report that must include:

1. The detailed methodology used to carry out Task 1
2. The results from Task 1

3. The results from Task 2
4. Any other findings not mentioned in Task 1 and Task 2

5.0 DELIVERABLES:

Regular updates or feedback (at least once every two (2) weeks) must be maintained between the Contractor and the Technical Authority.

The Contractor must provide the following deliverables:

1- Project Initiation

A meeting will be set up within five (5) working days of the Contract signing between the Contractor and the Technical Authority via teleconference or videoconference. During the meeting, the Technical Authority and the Contractor will discuss and clarify any matter related to the contract, including the Contractor's work schedule. The Contractor will also be provided with any relevant background materials.

2- Methodology and Work Plan

The detailed methodology and work plan must be due within three (3) weeks of Contract signing. The Contractor will develop a holistic methodology and work plan describing in detail how they intend to accomplish Task 1 and 2 of this Contract as well as any additional details discussed during the initial meeting. The Technical Authority will review these documents and provide feedback to the Contractor within one (1) week after receiving the documents. The Contractor must provide feedback on comments received within one (1) week thereafter. The Technical Authority will acknowledge acceptance of this deliverable via email.

3- Task 1 Preliminary Report

The Task 1 Preliminary Report must be due within fourteen (14) weeks of Contract signing. The Contractor will develop a draft report detailing the results gathered from Task 1 so far. The deliverable must consider and address comments received during regular progress of the project and comments provided on the methodology and work plan. The Contractor will also identify any issues and challenges faced during the data gathering process and propose solutions to overcome them throughout the rest of the study. The Technical Authority will review these documents and provide feedback to the Contractor within two (2) weeks after receiving the documents. The Contractor must provide feedback on comments received within one (1) week thereafter. The Technical Authority will acknowledge acceptance of this deliverable via email.

4- Analysis of Results and Cost-Benefit Analysis

The Analysis of Results and Cost-Benefit Analysis must be due within nineteen (19) weeks of Contract signing. The Contractor must develop and provide a written report that contains the information required from Task 2. This deliverable must also consider and address comments received during regular progress of the project, comments provided on the methodology and work plan, and comments provided on the Task 1 Preliminary Report. The Technical Authority will review this report and provide feedback to the Contractor within two (2) weeks after receiving the document. The Contractor must provide feedback on comments received within one (1) week thereafter. The Technical Authority will acknowledge acceptance of this deliverable via email.

5- Draft Report

The draft report must be due within twenty-two (22) weeks of Contract signing and must contain the findings from the study, including CBI, personal information, names of experts consulted, consultant recommendations and opinions related to the study. The draft report must address the requirements identified in the Statement of Work. The Contractor must address all the comments provided on previous deliverables in this report. All information that satisfies the Access to Information Act and Privacy Act exemptions (e.g. third party confidentiality-requested information) must be highlighted in yellow, in revision mode. The Technical Authority will review this report and provide feedback to the Contractor within one (1) week after receiving the document. The Contractor must provide feedback on comments received within one (1) week thereafter. The Technical Authority will acknowledge acceptance of this deliverable via email.

6- Final Report

The Final Report is the final version of the draft report that incorporates all comments submitted by the Technical Authority at all stages of the contract. The full report must be, at maximum, 75 pages in length with an additional 25 pages for annexes. The final report must also include an executive summary of no longer than 5 pages. The final report must be due within twenty-five (25) weeks of Contract signing.

The final report must be provided in three versions:

- A complete final report including annexes
- A report with CBI and third party confidentiality requested information highlighted in revision mode and properly sourced
- A report that excludes all CBI (CBI free) and complies with federal legislation and policies, specifically the Access to Information Act, the Privacy Act (i.e. CBI-free, free of personal information), and the [Canada.ca Content Style Guide](#) (i.e. long descriptions and alternative text for all graphs and figures).

All deliverables must be provided electronically in Microsoft® Word and Microsoft® Excel (compatible with Microsoft Office Suite 2010) unless stated otherwise.

All deliverables must be provided no later than twenty-five (25) weeks after the first day of Contract and include:

- Raw data spreadsheets and databases used for the delivery of this Contract
- All of the background material and information provided to the Contractor by the Technical Authority and/or any other material used to develop the report

Note that no copies (hard or electronic) of confidential documents/information are to be retained by the Contractor.

6.0 SCHEDULE:

The schedule of deliverables is as follows:

Item	Deliverable	Due Date
1	Project Initiation	Within 5 working days of the Contract Award Date (CAD)
2	Detailed Methodology and Work Plan	3 weeks after the CAD
3	Task 1 Compile a 2-BE inventory	14 weeks after the CAD
4	Task 2 Analysis of Results and Cost-Benefit Analysis	19 weeks after the CAD
5	Draft Report	22 weeks after the CAD
6	Final Report	25 weeks after the CAD

7.0 ACCEPTANCE CRITERIA:

The Technical Authority shall accept the work on behalf of the Crown. All work must be carried out to the acceptance and approval of the Technical Authority. Should the work not meet the requirement of the Contract, the Technical Authority shall have the right to reject it or require its correction.

8.0 OFFICIAL LANGUAGE:

The work will be performed in either English or French.

9.0 TRAVEL:

No travel is required for this service requirement.

ANNEX B

BASIS OF PAYMENT

The Bidder's prices must be submitted based on the firm price for each deliverable described below. The prices must be in **Canadian funds**. The firm price must not include GST/HST. Overhead and profit are to be included in the firm price. FOB destination, Canadian customs duties and excise taxes included.

	DELIVERABLE	PAYMENT AMOUNT
1.	Acceptance of the detailed methodology and work plan	(15% of the total professional fees)
2.	Acceptance of Task one preliminary report	(35% of the total professional fees)
3.	Acceptance of final report	(50% of the total professional fees)

- **PRICE:** \$ _____
- **APPLICABLE TAXES:** \$ _____
- **TOTAL BID PRICE:** \$ _____

ANNEX C

SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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

PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

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

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

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

Special comments:
Commentaires spéciaux: _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets / Renseignements / Biens		<input checked="" type="checkbox"/>														
Production																
IT Media / Support TI		<input checked="" type="checkbox"/>														
IT Link / Lien électronique																

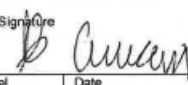
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

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

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

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Alex Cavadias		Title - Titre Manager, Coatings and Solvents	Signature 
Telephone No. - N° de téléphone 819-938-4250	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel alex.cavadias@canada.ca	Date 2019-06-06
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Lori Nelson		Title - Titre Regional Security Admin Officer	Signature 
Telephone No. - N° de téléphone 780 951 8895	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel lori.nelson@canada.ca	Date July 10, 2019
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Lana Hunt		Title - Titre Procurement Specialist	Signature Hunt, Lana <small>Digitally signed by Lana Hunt DN: cn=Lana Hunt, c=CA, o=GC/OU=GC/RC Date: 2019.07.11 07:46:11 -0700</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

ANNEX D

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.¹ / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹

* Informations obligatoires / Mandatory Information

*Dénomination complète de l'entreprise / Complete Legal Name of Company	
*Nom commercial / Operating Name	
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture

1 Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

ANNEX E

SCHEDULE OF MILESTONES

	Deliverables / Tasks	Timeline	Payment
1.	Acceptance of the detailed methodology and work plan.	No later than 3 weeks after the contract awarded date.	(15% of the total professional fees)
2.	Acceptance of Task one preliminary report.	No later than 17 weeks after the contract awarded date.	(35% of the total professional fees)
3.	Acceptance of final report.	No later than 25 weeks after the contract awarded date.	(50% of the total professional fees)